



Board of Directors Agenda

Click link to access the meeting:

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






Zoom Meeting ID

Ways to Join



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

Webinar Features:

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



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



Phone:

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



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



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



In-Person Participation: In-person public comments will be heard first. Following in-person public comments, virtual attendees will be heard in the order in which they raise their hand via the Zoom platform. Speaking time will be limited to 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.



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



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



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



Agenda de la Junta de Directores

Haga clic en el enlace para acceder a la reunión:

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






Formas de Participar



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

ID de la reunión
en Zoom

Funciones del Seminario En Línea:

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



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



Teléfono:

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



Comentarios Públicos Verbales en Vivo: Use la herramienta “levantar la mano” cada vez que desee hacer un comentario público sobre alguno de los artículos. Levante la mano una vez que el artículo de la agenda sobre el que desea comentar haya sido convocado. Los comentarios públicos en persona se escucharán primero, se escuchará a los asistentes virtuales en el orden en el que levanten la mano. No se aceptarán solicitudes para hablar después de que termine el periodo para hacer comentarios públicos, a menos de que el presidente determine de otra forma a su discreción. Comentarios públicos generales, únicamente al inicio de la reunión de la Junta de Directores, se limitarán a cinco personas que deseen hablar. Las personas adicionales que deseen aportar comentarios públicos generales podrán hacerlo al final de la reunión. Se otorga 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, por teléfono al **(619) 398-9681** o por correo postal en **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**



**Metropolitan
Transit
System**

Board of Directors Agenda

October 19, 2023 at 9:00 a.m.

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

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

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments This item is limited to five speakers with 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.	Approval of Minutes Action would approve the September 14, 2023 Board of Directors meeting minutes.	Approve
4.	Mid-Coast Bridges – Property Insurance Action would authorize the Chief Executive Officer (CEO) to purchase stand-alone Engineered Risk Property insurance coverage for the MTS Mid-Coast bridges with Chubb, effective November 1, 2023 through March 31, 2025, for a total premium of \$334,274.00 with a \$100,000,000.00 per occurrence property damage sub-limit and a coverage deductible of \$1,000,000.00.	Approve
5.	Variable Message Signs (VMS) Displays Procurement – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2687.0-23, with Global Display Solutions, Inc. (GDS) for the purchase of VMS displays, for five (5) years, in the amount of \$6,681,992.78.	Approve
6.	Operations Budget Status Report for August 2023	Informational
7.	For-Hire Vehicle Regulation Agreement with City of Oceanside – Memorandum of Understanding (MOU) Action would 1) Authorize the Chief Executive Officer (CEO) to enter into an agreement for For-Hire Vehicle Regulation with the City of Oceanside; 2) Adopt the proposed revisions to MTS Board Policy No. 34, For-Hire Vehicle Services	Approve



; 3) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance; 4) Waive the requirements of MTS Board Policy No. 22, Section 22.4.3 stating all ordinance shall be read in full either at the time of introduction or passage (per MTS Board Policy No. 22, unanimous vote of the Board members present is required in order to waive further reading); and 5) Upon adoption of the proposed amendments, authorize the CEO the discretion to enforce MTS Ordinance No. 11 in its amended form.

8. **Iris Rapid Transit Center Fencing – Work Order Agreements** Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-22 under Job Order Contract (JOC) MTS Doc. No. PWG347.0-22 with ABC General Contracting, Inc. (ABCGC), in the amount of \$278,517.25, for fabrication and installation of custom station fencing to match and extend the existing Iris Transit Center fencing for pedestrian safety.
9. **El Cajon Third Track Construction Management Services – Work Order Amendment** Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2498-CM02.01 under MTS Doc. No. G2498.0-21 with Kleinfelder Construction Services Inc. (Kleinfelder) for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 Construction Management (CM) Services in the amount of \$498,790.77.
10. **Orange Line Improvement Project - Phase 2 – Work Order Amendment** Approve
Action would 1) Ratify Work Order Amendment No. WOA356-AE-06.01 under MTS Doc No. PWL356.0-22 with Pacific Rail Enterprises, Inc. (PRE), a Disadvantaged Business Enterprise (DBE) totaling \$25,250.30, for additional survey services along rail on curves #4 #5 and #8; 2) Ratify Work Order Amendment No. WOA356-AE-06.02 under MTS Doc No. PWL356.0-22 (Attachment B) with PRE for the reallocation of hours and funds totaling \$36,537.46 from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits; and 3) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA356-AE-06.03 under MTS Doc. No. PWL356.0-22, with PRE, in the amount of \$2,533,199.09 to prepare plans, specifications, and estimate (PS&E) for Phase 2 Orange Line Improvement Project.
11. **South Bay Zero Emission Bus (ZEB) Overhead (OH) Charging Infrastructure Construction – Change Order** Approve
Action would authorize the Chief Executive Officer (CEO) to: authorize the CEO to expend up to an additional \$200,000.00 in contingency for new amendments or change orders under MTS Doc. NO. PWB333.0-21 with Palm Engineering Construction Company, Inc. (Palm Engineering) on the South Bay ZEB OH Infrastructure Construction Project, bringing total expenditure authority to \$9,438,067.21.

- 12. Actuarial Services for San Diego Transit Corporation (SDTC) Pension Plan – Contract Award** Approve

Action would 1) Execute MTS Doc. No. G2734.0-23, with Cheiron, Inc. (Cheiron), for Actuarial Services for the SDTC Pension Plan for a five (5) year base period in the amount of \$313,700.00 plus five (5) 1-year options in the amount of \$356,900.00 for a total contract amount of \$670,600.00; and 2) Exercise the option years at the CEO's discretion.
- 13. Fuel Card Services for Non-Revenue Vehicles, Machinery and Equipment – Contract Award** Approve

Action would 1) Execute MTS Doc. No. G2752.0-23, with Cardlock Fuel System, LLC, dba SC Fuels, for the purchase of Fuel Card Services and Pass-Through Fuel Costs for Non-Revenue Vehicles, Machinery and Equipment, for five (5) base years and two (2) option years, for a total of seven (7) years, in an estimated amount of \$2,335,408.26; and 2) Exercise the option years at the CEO's discretion.
- 14. Drug and Alcohol Testing and Administration Services – Contract Award** Approve

Action would 1) Execute MTS Doc. No. G2757.0-23, with Drug Testing Network Inc. (Drug Testing Network), for Drug and Alcohol Collection, Testing, and Administration Services for a five (5) year base period with five (5) 1-year options for a total cost of \$1,036,516.00; and 2) Exercise the option years at the CEO's discretion.
- 15. Track Geometry Testing Services – Contract Award** Approve

Action would 1) Execute MTS L1645.0-23, (in substantially the same format as Attachment A) with Holland, L.P. (Holland) for the provision of track geometry testing for five (5) base years with one (1), three (3)-year option, for a total of \$379,458.00; and 2) Exercise the option years at the CEO's discretion.
- 16. Imperial Avenue Division (IAD) Underground Storage Tanks (UST) Removal – Contract Award** Approve

Action would 1) Execute MTS Doc. No. PWB376.0-23, with Western Pump Inc., for IAD UST Removal in the amount of \$2,209,593.92; and 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$331,439.09) for this construction contract, bringing total expenditure authority to \$2,541,033.01.
- 17. Uninterruptible Power Supply (UPS) Maintenance and Information Technology (IT) Asset Inventory Assessment Report – Contract Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2009.6-17, with Schneider Electric IT Corporation (Schneider), increasing the contract value in the amount of \$177,593.00, bringing the contract total to \$1,595,856.76.

18. **Imperial Avenue Division (IAD) Generator Upgrades – Contract Award** Approve
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWB371.0-23, with Global Power Group, Inc., for IAD Generator Upgrades in the amount of \$584,000.00; and 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$87,600.00) for this construction contract, bringing total expenditure authority to \$671,600.00.
19. **Fiscal Year (FY) 2022-2023 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding Adjustment** Approve
Action would approve Resolution No. 23-11 in order to Approve the revised FY 2022-23 SB1-SGR funding amount to \$5,084,971.02.
20. **Ordinance No. 14, An Ordinance to Adopt the California Building Code and Delegation of Authority for Capital Projects** Approve
Action would 1) Waive the requirements of MTS Board Policy No. 22, Sections 22.4.3, stating all ordinances shall be read in full either at the time of introduction or passage (per MTS Board Policy No. 22, unanimous vote of the Board members present is required in order to waive further reading); and 2) Adopt the ordinance entitled “MTS Ordinance No. 14, an Ordinance to Adopt the California Building Code and Delegation of Authority for Capital Projects”.

PUBLIC HEARING

21. **Public Hearing for Sorrento Valley Coaster Connection Service Discontinuation (Denis Desmond)** Approve
Action would 1) Receive public testimony; 2) Approve discontinuation Sorrento Valley Coaster Connection (SVCC) services (Routes 972, 973, 974, 978, and 979), effective on or before the June 2024 service change; and 3) Authorize the Chief Executive Officer (CEO) to transfer six (6) 2014 El Dorado National AeroElite 320 minibuses to the North County Transit District (NCTD) for the value of certain equipment remaining on the buses (estimated at \$72,000 for all six buses), if NCTD and/or its designee assume management and operation of a Sorrento Valley Coaster Station (SVCS) shuttle service within 30 days of MTS’ discontinuation of the SVCC service. (Requires 2/3 approval.)

DISCUSSION AND REPORT ITEMS

22. **Spring Street Station Transit-Oriented Development (Karen Landers and Sean Myott)** Approve
Action would authorize the Chief Executive Officer to: 1) Determine that the Spring Street Station Transit-Oriented Development is exempt from environmental review under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, sections 15268, 15378, 15332 and Government Code section 65913.4; 2) Authorize the Chief Executive Officer to execute a Disposition and Development Agreement with Spring Street Family Housing L.P. for a Spring Street Transit-Oriented Development Project (DDA); and 3) Authorize the Chief Executive Officer to take all actions

necessary to fulfill MTS's obligations under the DDA, including, but not limited to, executing a Ground Lease and related regulatory agreements for the project.

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|-------------|---|---------------|
| 23. | Grants Administration Report (Kena Teon and Julia Tuer) | Informational |
| 24. | Senate Bill (SB) 125 Funding Update (Sharon Cooney) | Informational |
| OTHER ITEMS | | Informational |
| 25. | Chair's Report | Informational |
| 26. | Chief Executive Officer's Report | Informational |
| 27. | Board Member Communications | Informational |
| 28. | Remainder of Public Comments Not on The Agenda
This item is a continuation of item No. 2 (Public Comment), in the event all speakers who request to comment on item No. 2 are not called. If all Public Comment is accepted during item No. 2, no additional public comment will be accepted under this item. | |

CLOSED SESSION

- | | | |
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| 29. | CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8 | Possible Action |
|-----|--|-----------------|

Three Properties (Clean Transit Advancement Campus Project):

4506-4520 Federal Boulevard, San Diego, CA (APN 541-611-04)

Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; Heather Furey, Director of Capital Projects; Sean Myott, Manager of Real Estate Assets; Chip Willett, Bender Rosenthal, Inc.; David Skinner, Meyers Nave

Negotiating Parties: H&H Investments Company, LLC

Under Negotiation: Price and Terms of Payment

4576-4588 Federal Boulevard, San Diego, CA (APN 541-611-34 and 541-611-35)

Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; Heather Furey, Director of Capital Projects; Sean Myott, Manager of Real Estate Assets; Chip Willett, Bender Rosenthal, Inc.; David Skinner, Meyers Nave

Negotiating Parties: H&H Investments Company (an undivided 1/3 interest); Robert L. Little, Sir, Trustee of the Robert L. Little Sr. and Charlene D. Little Trust dated November 12, 1986; Little Family Trust (an undivided 1/3 interest);

and Dean N. Ninteman, Trustee of the Dean N. Ninteman Trust dated May 18, 2010 (an undivided 1/3 interest)

Under Negotiation: Price and Terms of Payment

4550 Federal Boulevard, San Diego, CA (APN 541-611-31)

Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; Heather Furey, Director of Capital Projects; Sean Myott, Manager of Real Estate Assets; Chip Willett, Bender Rosenthal, Inc.; David Skinner, Meyers Nave

Negotiating Parties: Bayshore Group, a general partnership

Under Negotiation: Price and Terms of Payment

ADJOURNMENT

30. Next Meeting Date

The next Board of Director's meeting is scheduled for November 9, 2023 at 9:00 a.m.

31. Adjournment

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

September 14, 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

Elaine Regan – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Mark Regan – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Amy Parrott – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Tali Barzilai – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Jams Holindrake – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Robert Algeni – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

David Roger – A local business owner made a verbal statement to the Board during the meeting. Roger expressed dissatisfaction with the little ridership participation in decision-making and encouraged the Board to fix problems for riders.

Nicholas Lambrix – A Transdev Bus Operator made a verbal statement to the Board during the meeting. Lambrix told the Board that revenue trainers have had payment interruptions and urged the Board to work with Transdev to compensate trainers.

Alex Wong – Representing Ride SD, made a verbal statement to the Board during the meeting. Wong listed various reasons why MTS would benefit from an automated people mover. He believed that there would be no construction disruptions, higher reliability due to less required stops, less operating costs, and driverless operators. Wong listed various APM examples that MTS could adopt.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra did not support the proposed funding based on the ridership counts and advocated for free ridership.

Truth – Provided a verbal statement to the Board during the meeting. Truth commented on the disconnect between SANDAG and MTS on transit-related projects. They did not believe that SANDAG should be approving transit-related projects or that any decisionmaker that didn't

avidly take transit should be a decisionmaker. They noted the federal subsidies needed to operate the system and noted the low farebox recovery. Truth asked that advertisements not block windows.

CONSENT ITEMS:

3. Approval of Minutes

Action would approve the July 27, 2023 Board of Directors meeting minutes.

4. Investment Report – Quarter Ending June 30, 2023

5. Fiscal Year (FY) 2022-2023 and FY 2023-2024 California Senate Bill (SB) 1 State of Good Repair Funding

Action would approve Resolution No. 23-10 in order to: 1) Authorize the use of, and application for, \$5,272,017 in FY 2023-24 State of Good Repair (SGR) funding to be used for the SD100 Light Rail Vehicle (LRV) Replacement Project; 2) Approve the acceptance of additional FY 2023-24 SB1-SGR funding if made available to MTS; and 3) Approve the reprogramming of FY 2022-23 SB1 SGR funding in the amount of \$5,095,907 to the FY24 Bus Procurement Project as approved in the FY 2024 Capital Improvement Program (CIP).

6. Policy 44: MTS Travel Expense – Policy Revision

Action would 1) Approve the proposed revisions to MTS Board Policy No. 44, “MTS Travel Expense Policy” (Attachment A, B); 2) Authorize the Chief Executive Officer (CEO) to modify MTS Board Policy No. 44, “MTS Travel Expense Policy” Attachment A, B, C, D, E and F as necessary to reflect changes in annual IRS mileage reimbursement rates and IRS determinations of High Cost Localities, and to make minor changes to document design or formatting; and 3) Repeal MTS Board Policy No. 29, “Attendance at Transit-Related Conferences” (Attachment C).

7. Grantville Transit Center Hardscape and Landscape Improvements – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-05 under Job Order Contract (JOC) MTS Doc. No. PWG347.0-22 with ABC General Contracting, Inc. (ABCGC), in the amount of \$968,743.63, for rehabilitating the hardscape and landscape currently present at the Grantville Transit Center.

8. Grantville Transit-Oriented Development (TOD) Painting – Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Rescind the award and direction to execute MTS Doc. No. PWL370.0-23 to Prime Painting Contractors Inc. for Grantville Station Painting Improvements, approved by Agenda Item No. 13 at the July 27, 2023 MTS Board of Directors Meeting; 2) Execute MTS Doc. No. PWL370.0-23, with All Source Coatings Inc., a certified Small Business, for the Grantville Station Painting Improvements in the amount of \$1,746,000.00; and 3) Authorize the CEO to execute amendments or change orders up to a 20% contingency (\$349,200) for this construction contract, bringing total expenditure authority to \$2,095,200.00.

9. San Diego State University (SDSU) Tunnel Smoke Control Upgrades – Sole Source Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL378.0-24, a Sole Source agreement, with Drake Integrations LLC (Drake Integrations), for provision of Smoke Control Upgrades at the SDSU tunnel, for a five (5) year period, in the amount of \$299,000.

10. Construction Management (CM) Services for South Bay Zero Emission Bus (ZEB) Overhead (OH) Charging Infrastructure Installation – Work Order Amendment

Action would 1) Ratify Work Order WOA2501-CM01.2 under MTS Doc No. G2501.0-21 with TRC Engineers, Inc. (TRC) totaling \$40,305.00, to provide additional survey and inspection staff; 2) Ratify Work Order WOA2501-CM01.3 under MTS Doc No. G2501.0-21 with TRC totaling a savings adjustment of \$6,942.44, for the revision of the estimated work hours for each task; and 3) Authorize the Chief Executive Officer (CEO) to execute Work Order WOA2501-CM01.4 under MTS Doc. No. G2501.0-21, with TRC, for additional CM services for the ZEB OH Charging Infrastructure Construction Project in the amount of \$421,142.48.

11. South Bay Maintenance Facility (SBMF) Building 3620 Roofing Replacement – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-35 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21, with ABC General Contractor, Inc. (ABCGC), in the amount of \$193,236.34 for replacing the roofing at Building 3620 at the SBF.

12. Municipal Separate Storm Sewer System (MS4) Support and As-Needed Best Management Practices (BMP) Repair and Consulting Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. PWG367.0-23, with WSP USA (WSP), in the amount of \$1,079,270.68 for a period of five (5) years to provide MTS support and as-needed repair and consulting services related to Phase II MS4 General Order.

13. Light Rail Vehicle (LRV) Tire Kits - Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1648.0-23 with Penn Machine, in the amount of \$5,142,681.23 for LRV Tire Kits.

14. Mobile Column Lifts – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1643.0-23, with Southwest Lift & Equipment, Inc., a Small Business (SB) in the amount of \$182,382.56 for mobile column lifts.

15. Tenable Software Renewal Service – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2748.0-23, with Data Impressions Technology Group, in the amount of \$368,725.00, for a period of three (3) years for the provision of Tenable Software subscriptions.

16. Legal Services – Tort Liability – Contract Award

Action would 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2782.0-24 with Kahana & Feld, LLP (Kahana & Feld) to provide legal services through December 31,

2026 in the amount of \$677,725; and 2) Authorize the CEO to execute MTS Doc. G2783.0-24 with McDougal Boehmer Foley Lyon Mitchell & Erickson (McDougal) to provide legal services through December 31, 2026 in the amount of \$677,725.

17. On-Call Marketing and Communication Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2719.0-23, with Nuffer, Smith, Tucker, Inc. (Nuffer, Smith, Tucker), a Small Business (SB), for On-Call Marketing and Communication Services for a three (3) base year period in the amount of \$1,217,060, plus three (3) 1-year options in the amount of \$1,264,880 for a total contract amount of \$2,481,940; and 2) Exercise the option years at the CEO's discretion.

18. Clean Transit Advancement Campus (CTAC), Advanced Planning Services – Work Order Amendment

Action would 1) Ratify Work Order WOA353-AE-20, under MTS Doc No. PWL353.0-22, with Dokken Engineering (Dokken), in the amount of \$37,323.27 for design services to perform a Phase II Environmental Site Assessment (ESA); and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA353-AE-20.01, under MTS Doc No. PWL353.0-22, with Dokken, in the amount of \$1,238,671.08 to provide advanced planning services for a new MTS bus maintenance facility for the Clean Transit Advancement Campus (CTAC) Project, formally known as Division 6.

19. Communications (Comm) Cabinets HVAC Maintenance - Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG365.0-23 with Comfort Mechanical, a Small Business (SB), at \$889,846, for HVAC preventative maintenance and inspection services for comm cabinets.

20. Additional Staffing – One (1) PRONTO Support Specialist and three (3) Call/Service Center Representatives

Action would authorize the Chief Executive Officer (CEO) to add one (1) PRONTO Support Specialist and three (3) Call/Service Center Representatives to the position tables previously approved in the Fiscal Year 2024 budget.

Public Comment for item 17:

David Rogers – Made a verbal statement to the Board during the meeting. Rogers asked that existing infrastructure is replaced and addressed rather than taking on new projects. Rogers asked that more stakeholders ride the system more often.

Public Comment for general consent items

Truth - Provided a verbal statement to the Board during the meeting. Truth commented on items 3, 5, 6, 7, 13, 16, 17 and did not support the various items on consent as they believed funding could be reallocated in other areas.

The Original Dra - Provided a verbal statement to the Board during the meeting. The Original Dra commented on item 6 and believed that public transit should be prioritized in travel. They did not support various projects on the consent calendar as they believed funding could be reallocated in other areas.

Action on Recommended Consent Items 3-20:

Vice Chair Goble moved to approve Consent Agenda Item Nos. 3 to 20. Board Member Hall seconded the motion, and the vote was 13 to 0 in favor with Board Member Bush and Board Member Vargas absent.

DISCUSSION ITEMS AND REPORT ITEMS:

21. PRONTO Fare Collection System – Contract Amendment (Israel Maldonado)

Israel Maldonado, MTS Fare Systems Administrator presented on Open Payments Contract Amendment. He presented on: the current system, improvements, the future of the system, open payments and validators, open payment adoption, open payment implementation, challenges, strategy, minimum viable product, and staff's recommendation.

Public Comment

Omar Paredes – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Jordan Latchford – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Alex Wong - Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Case Sandberg – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Basil Mournian – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Kamal Kyrala – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Joseph Tinglof – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Mitchell Christy – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Maya Little – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Connor Proctor – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Shelby Huffaker – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

andrea zonca – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Evván Burke – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Jayden Johnson – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Michael Rancourt – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Patrick Crowley – Provided a written statement to the Board prior to the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet.

Geoffrey Gonzalez – A resident of San Diego provided a written and verbal statement to the Board both during and prior the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet. Gonzalez urged the Board to support the open, contactless payment feature.

Manny Rodriguez – Representing Ride SD, made a verbal statement to the Board during the meeting. Rodriguez noted that first-time transit users and tourists struggle to use the system and stated that this feature would facilitate the process and increase farebox recovery. Manny urged the Board to support the contactless payment feature.

Connor Proctor – Representing Ride SD made a verbal statement to the Board during the meeting. They believed the payment option would facilitate use of the system. Proctor urged the Board to support the contactless payment feature.

Zack Defasio Farrell - Representing Ride SD, made a verbal statement to the Board during the meeting. Farrell stated that this feature would facilitate user experience and increase farebox recovery. Farrell urged the Board to support the contactless payment feature.

Will Moore – Representing Circulate Sn Diego, made a verbal statement to the Board during the meeting. Will urged the Board to support the contactless payment feature and listed various benefits to the feature.

Truth - Provided a verbal statement to the Board during the meeting. Truth believed that the infrastructure was unnecessary and could be intentionally discriminatory against low-income and elderly riders by promoting a cashless payment. They supported the rewards-incentive idea. They were concerned about declined credit/debit cards and questioned security protections.

The Original Dra - Provided a verbal statement to the Board during the meeting. The Original Dra expressed concern over a social credit score and expressed concerns over data collection.

Leif Gensert - Provided a written and verbal statement to the Board both during and prior the meeting. The written comment is provided in the September 14, 2023 Final Meeting Packet. Gensert stated that this feature would facilitate user experience and increase farebox recovery. Gensert urged the Board to support the contactless payment feature.

Jason – Representing Ride SD provided a verbal statement to the Board during the meeting. Jason stated that this feature would facilitate user experience and increase farebox recovery. Jason urged the Board to support the contactless payment feature.

Board Member Discussion

Board Member Hall asked how fares would be checked through the open-payments feature. Mr. Maldonado replied that with the adoption of the new system, there would be a procurement for inspection adaptors that could read credit card payments.

Board Member Chavez noted her difficulty identifying the validators. She asked that with the launch of the extra payment method, that signage is used to identify the validators. Mr. Maldonado added that the MTS Marketing team has and will continue to work on a marketing strategy to address the validators.

Board Member Montgomery Steppe thanked staff for listening and working with the community on the issue. She believed that open payments are a great option for riders and a strategy to address fare evasion. She asked staff to increase the number of validators per station to ensure riders are given the chance to pay.

Board Member LaCava appreciated the various actions that would become available to riders. He asked staff to address public concern of PRONTO card features being eliminated with the addition of open payments. Mr. Maldonado assured the Board that the feature would be an addition to the system without any feature elimination.

Board Member Aguirre expressed excitement to see the feature be implemented and thanked staff for their community collaboration. She thanked community-based groups that supported the feature.

Chair Whitburn thanked the public participation that supported the item and the community-based organizations that advocated for the feature addition. He believed that facilitating the payment options would encouraged riders on the system.

Action Taken

Board Member Hall moved to approve Resolution No. 23-10 in order to: 1) Authorize the use of, and application for, \$5,272,017 in FY 2023-24 State of Good Repair (SGR) funding to be used for the SD100 Light Rail Vehicle (LRV) Replacement Project; 2) Approve the acceptance of additional FY 2023-24 SB1-SGR funding if made available to MTS; and 3) Approve the reprogramming of FY 2022-23 SB1 SGR funding in the amount of \$5,095,907 to the FY24 Bus Procurement Project as approved in the FY 2024 Capital Improvement Program (CIP). Board Member Montgomery Steppe seconded the motion, and the vote was 13 to 0 in favor with Board Member Vargas and Board Member Bush absent.

22. Transit Security and Passenger Safety Department Expansion (Al Stiehler)

Al Stiehler, MTS Director of Transit Security and Passenger Safety presented on Department Expansion. He outlined the following items: staffing increases, equipment costs, hiring process, new-hire classroom and field training, staffing projected development, and deployment and staff recommendation.

Public Comment

David Roger – Provided a verbal statement to the Board during the meeting. Roger supported the recommendation to the Board and expressed dissatisfaction with the Transit Security Department. Roger gave an anecdotal story to the Board. Roger stated that all transit Security should be MTS employees and not contracted employees.

Jonah Glasson – Representing MTS Transit Enforcement Officers Association (TEOA) made a verbal statement to the Board during the meeting. Glasson expressed support for the item and listed the service area and the department services.

Truth - Provided a verbal statement to the Board during the meeting. Truth did not support the perception of safety but believed that the system should ensure safety and provided an anecdotal account.

The Original Dra - Provided a verbal statement to the Board during the meeting. The Original Dra did not support the perception of safety but believed that the system should ensure safety and believed that the cost of additional personnel was too high.

Board Member Discussion Vice Chair Goble asked if all Code Compliance positions were filled. Mr. Stiehler confirmed that all but three positions were filled due to recent resignations and stated that the department has been successful with staffing. Vice Chair Goble added that in addition to ensuring passenger safety, officers save lives through Narcan administration. He added that the contract would add staff by 50% to create a safer system.

Board Member McCann expressed support for the item as it supported safety throughout the system.

Board Member Montgomery Steppe expressed support for the item and thanked staff and acknowledged the focus groups with community involvement. She acknowledged the importance of the officers and dispatch. She noted that people are experiencing homelessness and mental health challenges and advocated for additional outreach workers.

Board Member Chavez supported the item based on the focus group feedback.

Board Member Hall supported the item and would have supported additional staffing. He believes that safety is important for sustainable ridership.

Board Member Donovan expressed support for the item and asked how staff assessed personnel needs. Mr. Stiehler replied that the agency addressed the needs based off of staffing levels. He stated that doubling staff would create visibility while continuing fiscal reasonability. He noted that the department's data analyst would be able to report data-driven decisions on deployments.

Board Member LaCava expressed support for the item. He acknowledged the obstacles that MTS must maneuver through when contacting people who are experiencing homelessness and the various challenges to making passengers feel safe.

Chair Whitburn noted the correlation between the rider increase and the rider experience.

Action Taken

Vice Chair Goble moved to approve the addition of 34 new Code Compliance Inspectors (CCIs), six (6) Code Compliance Supervisors, one (1) Assistant Field Operations Manager, one (1) Administrative Support Professional and create five (5) Code Compliance Dispatcher positions. Board Member McCann seconded the motion, and the vote was 13 to 0 in favor with Board Member Vargas and Board Member Bush absent.

CLOSED SESSION (ITEMS TAKEN OUT OF ORDER):

The Board convened to Closed Session at 10:27 a.m.

29. Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1)

Grecia Figueroa v. Nathan Fletcher, San Diego Metropolitan Transit System, et al. San Diego Superior Court Case No. 37-2023-00012828-CU-OE-CTL

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

The Board reconvened to Open Session at 11:15 a.m.

DISCUSSION ITEMS AND REPORT ITEMS:

24. MTS Access Services Overview (Michael Wygant and Jay Washburn)

Michael Wygant, MTS Chief Operating Officer for Bus, and Jay Washburn MTS Manager of Paratransit, presented on MTS's Access services program. They provided details on: the program, governing regulations, operating standards, eligibility certification, operations, modes of transportation, contract oversight, ridership, bridging the gap, performance levels, work stoppage, return to work, next steps, and innovations.

Public Comment

Truth – Provided a verbal statement to the Board during the meeting. Truth supported the program services. Truth provided anecdotal accounts on their experience on paratransit buses.

Board Member Discussion

Board Member Moreno expressed gratefulness for the federal program that allows this program to exist. She asked staff to simplify the process to make the program more accessible. She asked staff to confirm if MTM was the contractor that approved the candidates to the Access Program. Mr. Wygant confirmed that the contractor oversees the certification and appeal process. Board Member Moreno asked if the contractor MTM program has been audited. Mr. Wygant replied that the program in its entirety is subject to federal audit. He stated that while there were some suggestions to the program, the findings did not suggest that the agency had denied candidates based on their civil rights. He suggested that a peer review was a type of audit that would allow the agency to receive industry standard feedback. He stated that staff conducts internal audits and reporting on the program. Board Member Moreno clarified that she would like to see an audit performed by the MTS Audit Oversight Committee. Mr. Wygant confirmed that the Committee had not performed an audit to the Access program in the past. Board Member Moreno asked about the type of marketing and outreach that is performed for the program. Mr. Wygant replied that the program is listed on the MTS website and that staff promotes the program through resource centers and group facilities. She encouraged the MTS marketing team to promote the program.

Board Member Chavez praised the Access system based off of feedback from an acquaintance and staff.

Vice Chair Goble asked if the program operated outside of the systems service area. Mr. Wygant replied that through a partnership with North County Transit District, the agency does

have some flexibility to service outside of the service area; however, after a certain distance, the passenger would have to do a transfer to the NCTD Access service. Vice Chair Goble asked if the vehicle is limited depending on the terrain, such as unpaved road. Mr. Wygant replied that routes are preliminary assessed through Google Maps to assure the ride can be completed. Mr. Wygant stated that all accommodation options are provided for Access riders.

Board Member Gastil noted that the Accessible Services Advisory Committee brings various stakeholders together to talk through issues. He suggested that the ASAC minutes be circulated to the full Board.

Ms. Cooney added that the Transdev Chief Operating Officer was in the audience to receive feedback.

Action Taken

No action taken. Informational item only.

23. Grants Administration Report (Kena Teon and Julia Tuer)

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

OTHER ITEMS:

25. Chair Report

Chair Whitburn commented that the upcoming La Mesa Oktoberfest would be held near the La Mesa Boulevard Trolley Station. He reminded the Board that Clean Air/Free Ride Day would be held on October 4, 2023, and that the Rapid 227 would be launched on October 15, 2023.

Public Comment

David Roger – Provided a verbal statement to the Board during the meeting. Roger commented that MTS did address station grease stains that he previously commented on and believed that the cleaning was not addressed properly. He recommended creation of an oversight committee.

Chief Executive Officer's Report

Ms. Cooney added that the annual Trolley Dances would return this weekend.

26. Board Member Communications

There were no additional member communications.

27. Remainder of Public Comments Not on The Agenda

There were no additional public comments.

ADJOURNMENT

28. Next Meeting Date

The next regularly scheduled Board meeting is October 19, 2023 at 9 a.m.

29. Adjournment

The meeting was adjourned at 12:03 p.m.

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit
System

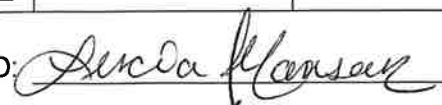
Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): September 14, 2023 CALL TO ORDER (TIME): 9:01am
 RECESS: _____ RECONVENE: _____
 CLOSED SESSION: 10:27am RECONVENE: 11:15am
 PUBLIC HEARING: _____ RECONVENE: _____
 ORDINANCES ADOPTED: _____ ADJOURN: 12:03pm

JURISDICTION	BOARD MEMBER	ALTERNATE	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
City of Chula Vista	Chavez <input checked="" type="checkbox"/>	Cardenas <input type="checkbox"/>	9:05am	12:03pm
City of Chula Vista	McCann <input checked="" type="checkbox"/>	Cardenas <input type="checkbox"/>	9:01am	11:50am
City of Coronado	Donovan <input checked="" type="checkbox"/>	Duncan <input type="checkbox"/>	9:01am	12:03pm
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"/>	9:01am	12:03pm
City of Imperial Beach	Leyba-Gonzalez <input type="checkbox"/>	Aguirre <input checked="" type="checkbox"/>	9:01am	12:03pm
City of La Mesa	Dillard <input checked="" type="checkbox"/>	Arapostathis <input type="checkbox"/>	9:01am	11:50am
City of Lemon Grove	Gastil <input checked="" type="checkbox"/>	Mendoza <input type="checkbox"/>	9:01am	12:03pm
City of National City	Bush <input type="checkbox"/>	Rodriguez <input type="checkbox"/>	ABSENT	ABSENT
City of Poway	Frank <input checked="" type="checkbox"/>	Pepin <input type="checkbox"/>	9:01am	12:03pm
City of San Diego	Montgomery Steppe <input checked="" type="checkbox"/>	Von Wilpert <input type="checkbox"/>	9:01am	12:03pm
City of San Diego	Elo-Rivera <input type="checkbox"/>	LaCava <input checked="" type="checkbox"/>	9:01am	11:51am
City of San Diego	Gloria <input type="checkbox"/>	Moreno <input checked="" type="checkbox"/>	9:01am	12:03pm
City of San Diego	Whitburn (Chair) <input checked="" type="checkbox"/>	Campillo <input type="checkbox"/>	9:01am	12:03pm
City of Santee	Hall <input checked="" type="checkbox"/>	Koval <input type="checkbox"/> Minto <input type="checkbox"/>	9:01am	12:03pm

SIGNED FOR THE CLERK OF THE BOARD:





Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Mid-Coast Bridges – Property Insurance

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to purchase stand-alone Engineered Risk Property insurance coverage for the MTS Mid-Coast bridges with Chubb, effective November 1, 2023 through March 31, 2025, for a total premium of \$334,274.00 with a \$100,000,000.00 per occurrence property damage sub-limit and a coverage deductible of \$1,000,000.00.

Budget Impact

The total cost for this contract is estimated to be \$334,274.00. The contract will be funded by Operating Budget 633016 - 562240 - San Diego Trolley Inc. (SDTI). The premium would be split between fiscal years 2024 and 2025 as follows:

PROPERTY PREMIUM ESTIMATED FISCAL YEAR (FY) SPLIT			
Policy Period: 11/1/2023 - 03/31/25			
Agency	FY 24	FY 25	Total Premium
SDTI	\$157,305.00	\$176,969.00	\$334,274.00

DISCUSSION:

As part of the transition of all Mid-Coast property and infrastructure to MTS ownership, MTS staff attempted to add the 12 bridges that have been constructed as part of the Mid-Coast project to this year's existing property program with PRISM. PRISM declined to provide coverage for the new bridges/guideways, stating bridges are now outside of their underwriting guidelines. They have been willing to continue covering the bridges that have historically been covered under the Program, but are not able to add new bridge exposure. In order to honor the insurance language in the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan agreement, staff began working with our broker, Alliant Insurance Services, to secure options to cover the 12 Mid-Coast bridges on a standalone basis outside of the PRISM Program. A quote was received from Chubb, a market leader specializing in this type of coverage.



The quote is for “all-risk” property coverage, with certain perils specifically excluded by the policy. Some of the perils excluded under this policy include earthquake; corrosion; decay; normal settling; shrinking; faulty workmanship and error; omission or deficiency in design; pollution; war risk; and nuclear radiation. These perils listed do not include every peril or property specifically excluded; however, they are examples of the types of losses that would not be covered. Terrorism Risk Insurance Act coverage is available for purchase and included in the quoted premium.

MTS and its entities have traditionally elected not to purchase optional earthquake coverage as the terms and conditions primarily support real estate damage caused by an earthquake event with high deductibles. The coverage would not support the majority of MTS’s infrastructure and guideways.

The proposed policy carries an all-risk limit of \$100 million, which applies to perils for any one occurrence. Under the proposal, the following occurrence-based deductibles would apply: (1) \$1 million for real property.

Since the latter part of Calendar Year (CY) 2019, the property market has experienced significant hardening resulting in considerable premium increases to all property insurance buyers in both the public and private sectors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to purchase stand-alone Engineered Risk Property insurance coverage for the MTS Mid-Coast bridges with Chubb, effective November 1, 2023 through March 31, 2025, for a total premium of \$334,274.00 with a \$100,000,000.00 per occurrence property damage sub-limit and a coverage deductible of \$1,000,000.00.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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



Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Variable Message Signs (VMS) Displays Procurement – 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. G2687.0-23 (in substantially the same format as Attachment A), with Global Display Solutions, Inc. (GDS) for the purchase of VMS displays, for five (5) years, in the amount of \$6,681,992.78.

Budget Impact

The total cost of this contract is estimated to be \$6,681,992.78, inclusive of all applicable taxes and shipping, as shown in Attachment C. This project is funded by the Transit and Intercity Rail Capital Program (TIRCP) award – 2005119501- Orange Line Rail Signal Project and Capital Improvement Program (CIP) – 2007118701 Blue/Green Line VMS.

DISCUSSION:

VMS displays play a critical role in providing MTS riders with live-update next train arrival information, along with any public announcement information regarding MTS systems updates. They are found along MTS's three trolley routes, the Orange Line, Green Line and Blue Line and at certain bus stations. Many of these units are nearing the end of their useful life and are ready for replacement. The brand/type of sign installed at each location depends on the specific project:

- The Orange Line, Green Line and Blue Line stations currently have Daktronics signs. The Daktronics VMS displays have exceeded their life expectancy and are no longer supported by the manufacturer.
- The Mid Coast Line has Nanov displays which were installed in November 2021 and would be scheduled for replacement at the latter end of the contract.
- The South Bay Bus Rapid Station (BRT) station has Nanov displays which were installed in 2018 and currently have reached the 5 years end of life, which will require replacement.
- The I-15 BRT has both Daktronics and Keyser displays, and both have reached the 5 years end of life.
- The Superloop has a smaller Daktronics display, which will need to be replaced soon.

MTS has experienced a lot of problems with the existing displays. The summer heat has caused a lot of signage to go down due to the extreme weather and the chromebox computer inside

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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.



each VMS display could not handle the temperature swings, causing them to fail. In addition, there are a lot of moving parts such as fans, filters, and other components that can fail at any time. Lastly, some VMS displays have been vandalized and the screens broken which has taken a long time to repair, or for replacement parts to come in. For some of the older signs, the repair parts are no longer available. MTS is looking to standardize the system to one type of display for ease of operations and ease of maintenance.

On November 18, 2022 MTS issued a Request for Proposals (RFP) to purchase one type of VMS display that will standardize the system. Four proposals were received by the due date of January 27, 2023 from:

Firm Name	Firm Address	Firm Certification
Daktronics	Brookings, SD 57006	N/A
GDS	Global Display Solutions (GDS) Inc	N/A
Nanov Display Inc. (Nanov)	Miami, FL 33131	N/A
Solotech U.S. Corporation	Sun Valley, CA 91352	N/A

All proposals were deemed responsive and responsible.

On February 9, 2023 a selection committee consisting of representatives from MTS Finance, Information Technology and Capital Projects met and scored the proposals based on the following criteria:

- | | |
|--|-------------------|
| 1. Qualifications of the Firm or Individual | 20% |
| 2. Staffing, Organization, and Management Plan | 15% |
| 3. Work Plan | 35% |
| 4. Cost | 30% |
| | <u>Total 100%</u> |

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

Proposer	Cost (excluding tax)	Cost Score	Technical Score	Total	Ranking
Nanov	\$6,770,938.50	17.51	57.33	74.84	1
GDS	\$6,478,881.50	18.30	56.33	74.63	2
Daktronics	\$3,952,642.20	30.00	41.67	71.67	3
Solotech	\$11,186,318.22	10.60	41.00	51.60	4

Per the RFP, short-listed proposers would be invited to MTS for interviews and demonstrations of the proposed units. Proposals would then be rescored after the meeting. Based on the above scores, the evaluation team shortlisted Nanov and GDS and invited them for demonstrations in early March 2023. On March 16, 2023 the evaluation team evaluated and rescored the interviews and demonstrations.

The table below shows the revised scores and new ranking:

Proposer	Cost (excluding tax)	Cost Score	Technical Score	Total	Ranking
GDS	\$6,478,881.50	30.00	59.67	89.67	1
Nanov	\$6,770,938.50	28.71	48.33	77.04	2

After reviewing both proposals, GDS's proposed units were deemed to be more superior with a full-outdoor screen, embedded PC, IP65+ rated chassis enclosure, direct-sunlight readable, passive thermally managed without any moving parts (i.e. fans and filters), optically bonded to provide vandal protection and superior viewability, designed for fast and easy field services, and security locked enclosures. They have been deployed in various transit agencies such as Chicago Transit Authority (CTA), Washington Metropolitan Area Transit Authority (WMATA) and Sound Transit. At this point the evaluation panel determined that discussions would continue with GDS only. Subsequent discussions resulted in revised costs.

The cost summary is shown below. After interviews and negotiations, Attachment C shows the final detailed cost of \$6,697,199.00 which staff deems to be fair and reasonable.

	Amount including delivery charges	Tax on VMS displays only	Total
Initial proposal	\$6,478,881.50	\$466,847.83	\$6,945,729.33
Revised proposal	\$6,344,536.80	\$456,436.12	\$6,800,972.92
Final proposal	\$6,234,840.60	\$447,152.18	\$6,681,992.78

Because of continued vandalism and failing signs, MTS will order more VMS displays during the earlier part of the contract. This is a 5 year contract with different quantities ordered each year. GDS currently has a 6-month lead time due to the COVID-19 backlog on technology related components that go in the VMS displays. Future wait times should decrease with the backlog reduction. Early orders will ensure we receive the signs on time to cover spares, replacements and failures.

On July 27, 2023 (AI 8), the MTS Board approved Work Order No. WOA355-AE-17 with Psomas, MTS's Architectural and Engineering contractor, for the design phase of the Orange/Blue/Green Lines VMS project. Because of varying factors such as space availability 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. The intent of this Work Order is for Psomas to review the proposed GDS units and perform on-site review of the existing sign supports, power and network connections. Psomas will then prepare plans, specifications, and estimate (PS&E) for integration of GDS units to the existing sign supports and information network in the installation phase. The cost schedule in Attachment C reflects estimated replacement timeline by bus route and rail line.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2687.0-23 (in substantially the same format as Attachment A), with GDS for the purchase of VMS displays, for five (5) years, in the amount of \$6,681,992.78.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2687.0-23
B. Scope of Work
C. Costs

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2687.0-23
VARIABLE MESSAGE SIGNS**

THIS AGREEMENT is entered into this ___ day of _____, 2023 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>Global Display Solutions, Inc.</u>	Address: <u>5217 28th Avenue</u>
	<u>Rockford IL 61109</u>
	City State Zip
Form of Corporation	
Business: _____	
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>c.hamman@gds.com</u>
Telephone: <u>760-707-7379</u>	
Authorized person to sign contracts	<u>Robert Heise</u> <u>EVP/GM North America</u>
	Name Title

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

The contract term is for a five year period effective November 1, 2023 through October 31, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$6,681,992.78 without the express written consent of MTS.

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

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. INTRODUCTION

MTS is looking for qualified and experienced firms to propose new VMS displays to replace the current existing signs. This is a procurement and delivery only solicitation. Installation services will be solicited separately. The proposed signs should last at least 10 years and meet the specifications shown under the Scope of Work. The replacements will be in different phases, and will be based on funding availability.

5.2. BACKGROUND

MTS is a public transit service that provides Bus and Trolley Services around San Diego County.

Trolley stations: MTS services three trolley routes: the Orange Line, Green Line and Blue Line. The Midcoast Line is a new extension of the Blue Line that stretches the trolley service North from Old Town to University Towne Center (UTC) in La Jolla, with VMS's recently installed.

The Orange Line, Green Line and Blue Line stations currently have Daktronics signs. The Daktronics VMS displays have exceeded their life expectancy.

The Mid-Coast line currently has Nanov displays, which were installed in November 2021. In the Cost Proposal Template (Attachment 1), these replacements are shown under options, as a future order, that MTS may place at its sole discretion.

Additional information on the MTS trolley lines is found here: <https://www.sdmts.com/transit-services/trolley>.

Bus stations: The South Bay Bus Rapid Station (BRT) station has Nanov displays which were installed in 2018. The I-15 BRT is using both Daktronics and Keyser display. The Superloop is currently using a smaller Daktronics display.

In the Cost Proposal Template (Attachment 1), the BRT stations replacements are shown under options, that MTS may place at its sole discretion.

Additional information on the MTS BRT is found here <https://www.sdmts.com/transit-services/rapid-bus-service>.

5.3. SCOPE OF WORK

A. GENERAL

A double-sided Liquid Crystal Display (LCD) VMS display assembly shall be furnished, Factory Acceptance Testing (FAT) tested, Site Acceptance Testing (SAT) tested, and integration tested as provided in the project plans and/or contract documents. The VMS display assembly shall be designed to have two mounting points on the top of the housing to match exactly with the VMS Pole mounting points, and shall include top hinged doors to allow for front-access maintenance of each LED screen independently.

The VMS display assembly shall include all electronic components, cabling/wiring, housings, processors, software, and warranty necessary for an environmentally-hardened, fully

operational, centrally-managed LED VMS display assembly as required herein. Manufacturing of the VMS display assembly shall be RoHS compliant.

Bid shall include the following information:

- i. VMS manufacturer's specification sheet
- ii. VMS manufacturer's safety certification—Underwriters Laboratories certification (UL48, cUL, or CSA) is acceptable.

B. LED DISPLAY MONITORS

Each VMS display assembly shall include two commercial grade display monitors, both displays provided shall be a high-definition, high-brightness, 42 "forty-two" -inch diagonal, flat panel, LED backlit LCD display monitors suitable for 7 days per week, 24 hours per day continuous operation.

The provided display monitors shall conform to the following display parameters:

- i. Global Display Solution MIDAS XL 42" Stretch LCD:
 - Dimensions (W x H x D): 43.5 x 17.2 x 9.9 in
 - Weight: 260lbs
 - Brightness: 1500 cd/m²
 - Wattage: 290W (Max) – single sided, 480W (Max) -double-sided
 - Temperature: -25C to 45C
 - Finish: Black Powdercoat, Sable Black
 - Resolution: 1920px x 480 px
 - Operating System: Ubuntu v22.04
 - Internal PC: Fanless Intel Celeron EMX-TGLP 6305E (Spec Below)
- ii. Each display shall have the following requirements:
 - Inputs: LVDS(Parent Display), HDMI (Child Display); ; RS-232C; Ethernet; LTE Modem
 - Environmental Temperature Range: - 25C to +45C
 - Environmental Humidity Range: 20% to 80%
 - Power Input: 120V @60Hz
 - Sign Controls: UL879 or Equivalent Safety Certification Required

Each display shall include an AC power supply, rated for 100 - 240 V ~ (+/- 10%), 50/60 Hz. Maximum power draw of each display shall not exceed 395W, with a typical operational power draw of 220W. . The video displays shall include sensors to auto adjust brightness of the display according to the ambient lighting conditions in accordance with California CBC 11B-703.8.13. The ambient light sensor for each screen shall be positioned facing in the same direction as the monitor which they control.

The furnished display shall be designed for indoor/outdoor operations capable of operating in direct sunlight and screen contents must be visible and readable in all varying ambient lighting conditions.

Individual display monitors require an operation lifetime of not less than five (5) years of continuous operation to half-life.

No outdoor televisions (displays with digital tuners) or TV panels will be accepted.

C. EMBEDDED COMPUTER

Images and video streams to each display will be via a commercial grade embedded computer capable of output to two video displays.

Each computer shall provide the following wireless connectivity:

- i. CPU: **EMX-TGLP Celeron 6305E**
- ii. RAM: 8 GB
- iii. Storage: 128GB
- iv. OS: Linux Ubuntu

Each computer shall be high heat rated, with an operating temperature up to 140° F.

D. CABLING

All cabling shall be commercial grade, outdoor rated cabling. External communications and power cabling shall be routed internal to the VMS Support Structure, by others, and into to the VMS display assembly through one of two access holes in the top of the housing.

E. DISPLAY HOUSING

The VMS display assembly housing shall provide adequate measures to prevent and minimize the extent of damage caused by vandalism, shall be vandal-proof, and shall have tamper-resistant security fasteners to prevent vandalism.

Housing shall accommodate all the display equipment, computers, cabling, power, and environmental control equipment. The outside of the furnished housing shall be manufactured shall be weather-proof steel, with a powder coated black finish as directed by MTS. Internal bracing, stiffeners, and equipment mounts shall be spot or tack welded internal to the housing. Internal welds shall not be visible from the exterior of the housing. All corners, edges, and holes shall be free of burrs and sharp edges.

Housing shall conform to the following:

- i. Maximum Dimensions (W x H x D) per display side: 64" x 18.5" x 10.5" or 48.54" x 30.25 x 13" (not inclusive of doors) 46.54" x 30.25 x 15.8" (inclusive of doors)
- ii. Display Maximum Weight with all components installed: 150 LBS
- iii. Mounting: Ceiling mount, M14x25L Screws (8 or more)
- iv. Heating, Ventilation, and Air Circulation (HVAC) Automated system for heating and cooling
- v. Radiation Compliance: Must have FCC part 15 / ICES-003 Class B Rating
- vi. Cable Entry: Fully sealed to protect all connections

F. DOORS

The display housing shall have two, lockable, top hinged doors that provide access to the displays and the internal components of the VMS Assembly. Each door, independent of the other, shall be locked at two points at the bottom of the housing. Each door shall have a front opening mechanism for easy maintenance and shall open upwards. Through use of two kickstands and two gas struts, on either side, the doors shall be held open to allow for service on the interior of the assembly. The housing shall be gasketed such that when the doors are closed the seam between the doors and housing shall be watertight.

Each door shall be protected by tempered glass. Each glass panel shall be approximately 0.25 inches thick and be clamped to the exterior door. The glass surface against both the door, and internal clamps, shall be gasketed to provide a weatherproof and watertight seal.

The installed glass shall be anti-reflective to provide clear viewing of the display without visual distortion; while also reducing UV transmission to the interior of the assembly by greater than 98%.

G. MOUNTINGS

The housing manufacturer shall provide internal mountings for all components of the VMS display assembly. The provided mountings shall be spot or tack welded to the interior of the display housing and shall be sized to fit each individual component of the assembly. Mountings to be provided as follow:

- i. 2 – Display Panels, swing-out mounting brackets (2 per video display);
- ii. 4 – Gas Struts (2 per swing-out mounting bracket to hold monitor in open position during maintenance);
- iii. 1 – Embedded Computer;
- iv. 2 – Fan Mounts, recessed to the interior of the housing with fan guard screen

H. ENVIRONMENTAL

Display housing must have a minimum IP 65 rating or better. Manufacturer shall provide all compliance testing of the VMS Assembly. All gaskets shall be foam rubber seals. The installed seals, and their adhesive backing, shall be rated for operating environment temperature and humidity defined above.

Louvers on the vertical sides of the display housing shall protect against insect entry.

I. POWER

Power conductor cabling routed to the VMS display assembly shall be routed to, and terminated within the outlet boxes.

J. SAFETY COMPLIANCE

VMS display assembly shall be UL48 (for electric message signs) compliant. The following certification and test report shall be provided by the manufacturer:

- i. Dielectric voltage withstand test
- ii. Glass impact test
- iii. Rain test
- iv. Leakage current test
- v. Bond impedance test
- vi. Input test
- vii. Lock rotor test
- viii. Abnormal operation test
- ix. Maximum output voltage test
- x. Maximum output current and power test

Individual components shall meet the following compliance requirements:

- i. LCD Panel: UL 60695
- ii. Sign Controller: UL 879
- iii. Computer: UL E216813
- iv. Glass Impact Protection Rating: IK 48 or similar

K. Security Requirements

Secure Protocols

- i. Hardware and system utilize secure communication protocols in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-171, Revision 2 and any subsequent updates or revisions.

Secure Access Control

- i. Hardware and system leverage access control measures to protect against unauthorized access to systems and data in accordance with NIST Special Publication 800-171, Revision 2 and any subsequent updates or revisions.
- ii. Access controls shall include, but not be limited to, user authentication, authorization, and auditing mechanisms.

Operating System (OS) Hardening

- i. OS hardening procedures on all systems and devices, in compliance with NIST Special Publication 800-171, Revision 2 and any subsequent updates or revisions.
- ii. OS hardening shall involve, but not be limited to, the removal of unnecessary services, disabling unnecessary accounts, ability to apply security patches in a

Documentation

- i. Hardware and system shall come with detailed documentation

L. VMS DISPLAY ASSEMBLY CONTROLS

At a minimum, the following controls shall be provided, and operate either remotely (via internet), locally, and from a hand-held remote-control unit communicating with sensors:

- i. Control internal temperature using fan speed
- ii. Adjust screen brightness

- iii. Screen power on/off
- iv. Computer power on/off
- v. Analog-Digital board on/off
- vi. Optional diagnostic sensor to detect when pixels have not changed on the screen
- vii. Sensor Diagnostic Logs
- viii. Remote access to the computers Operating System

Control Screen Display:

- i. Build for Next Train Arrival templates, which will show the next train information, passenger loads, and allow for alerts/messages to be displayed.
- ii. Need simple UI/UX to build templates
- iii. Need the ability to change or toggle templates to show full screen alerts.

Ability to consume multiple data sources (APIs):

- i. All the information will be consumed via an API.
- ii. Need API that can consume APIs, Web Services, and MicroServices, including:
 - Trolley Stop ID information (<http://realtime.sdmts.com/api>)
 - Occupancy Data (http://172.16.150.223:443/microservices/lrv-manager/tn_occupancy)
 - Alerts – (<https://app.mecatran.com/utw/ws/gtfsfeed/alerts/sdmsts>)
 - Marketing advertisements
- iii. Each Stop ID will have its own customized template.

M. VMS DISPLAY HEALTH MONITORING CONTROL

VMS display assembly shall have the following remote hardware control monitoring and capabilities via the internet:

- i. Internal Temperature Report
- ii. Adjust Screen Brightness
- iii. Screen Power On/Off
- iv. Computer Power On/Off
- v. Analog/Digital Board On/Off
- vi. Heater On/Off
- vii. Pixel Sensor Detection (when screen does not move)
- viii. Reset power

Remote health monitoring system shall not be affected by weather elements (e.g. heat, sun, rain, wind, etc.)

5.4. DELIVERY

VMS display assembly target delivery shall be within 10 weeks after issuance of the Notice to Proceed. Delivery dates and locations for display orders will be communicated to the awarded Contractor.

5.5. WARRANTY AND MAINTENANCE

The contractor shall prepare a user & maintenance manual for use by MTS personnel for the regular cleaning and maintenance of each furnished VMS display assembly. The user &

maintenance manual shall provide instructions on the intervals, and procedures to be followed to maintain ongoing operations of each VMS display assembly. The user & maintenance manual shall include, but not be limited to, cleaning, operational inspections, filter replacements, software updates, and troubleshooting procedures.

Prior to acceptance of the VMS display assembly(-ies) the contractor shall conduct a hands-on training session for MTS maintenance personnel on the operations and maintenance of the units. This training will be conducted on-site at MTS facilities for up to 10 personnel and is anticipated to be approximately four (4) hours in length.

All components (e.g. display/housing) shall have a three-year parts and labor manufacturer's warranty from the day of acceptance for each VMS display assembly furnished. The warranty shall include on-site service by a manufacturer's representative, or trained technician, and the cost for all parts, labor, and shipping and handling required to restore the VMS display assembly to full functionality—all included in the quoted price. Extended warranty, maintenance, and service plan options are a requirement.

MTS shall have access, via telephone, to a manufacturer's representative 24 hours-a-day, seven days a week. For all troubleshooting that cannot be accomplished via telephone, on-site services shall commence within 72 hours of notification by MTS.

Contractor shall be an authorized dealer or reseller of the VMS display assembly for sales within USA.

All displays have been priced with a 3-year onsite warranty.

5.6. MEASUREMENT AND PAYMENT

VMS display will be measured as a unit for each VMS display furnished and installed. There will be no separate measurement or payment for furnishing the display panels, computers, software, housing cabinets, cabling, cable accessories, equipment, training, warranty, labor, testing, packaging and shipping. The costs shall be considered included in the cost for furnishing each VMS display.

5.7. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

Proposer Name: Global Display Solutions

*Proposers to fill out brown cells only

		Percent Increase:		2.00%	Percent Increase:		2.00%	Percent Increase:		2.00%	Percent Increase:		3.00%		
#1 GROUP A	Quantity	*Unit Price	2024 QTY	2024 TOTAL \$	2025 QTY	2025 TOTAL \$	2026 QTY	2026 TOTAL \$	2027 QTY	2027 TOTAL \$	2028 QTY	FY28 TOTAL \$	TOTAL BY ITEM		
Blue Line	52	\$ 13,590.00	0	\$ -	52	\$ 720,813.60	0	\$ -	0	\$ -	0	\$ -	\$ 720,813.60		
Orange Line	78	\$ 13,590.00	78	\$ 1,060,020.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,060,020.00		
Green Line	83	\$ 13,590.00	0	\$ -	33	\$ 457,439.40	50	\$ 706,680.00	0	\$ -	0	\$ -	\$ 1,164,119.40		
Green Line (Single Sided)	5	\$ 8,100.00	0	\$ -	5	\$ 41,310.00	0	\$ -	0	\$ -	0	\$ -	\$ 41,310.00		
Additional signs (spares)	43	\$ 13,590.00	10	\$ 135,900.00	3	\$ 41,585.40	0	\$ -	30	\$ 432,162.00	0	\$ -	\$ 609,647.40		
Additional signs (Single spares)	2	\$ 8,100.00	0	\$ -	2	\$ 16,524.00	0	\$ -	0	\$ -	0	\$ -	\$ 16,524.00		
								SUB-TOTAL GROUP A: VMS PROCUREMENT					\$ 3,612,434.40		
								CA SALES TAX					\$ 279,963.67		
Shipping/Delivery costs	263	\$ 1,050.00	88	\$ 92,400.00	95	\$ 101,745.00	50	\$ 54,600.00	30	\$ 33,390.00	0	\$ -	\$ 282,135.00		
								TOTAL GROUP A: VMS PROCUREMENT + TAX & SHIPPING					\$ 4,174,533.07		
#2 OPTION - GROUP B	Quantity	*Unit Price	2024 QTY	2024 TOTAL \$	2025 QTY	2025 TOTAL \$	2026 QTY	2026 TOTAL \$	2027 QTY	2027 TOTAL \$	2028 QTY	FY28 TOTAL \$	TOTAL BY ITEM		
Mid-Coast/BRT	147	\$ 13,590.00	0	\$ -	0	\$ -	22	\$ 310,939.20	75	\$ 1,080,405.00	50	\$ 740,655.00	\$ 2,131,999.20		
Mid-Coast/BRT(Single Sided)	3	\$ 8,100.00	0	\$ -	0	\$ -	3	\$ 25,272.00	0	\$ -	0	\$ -	\$ 25,272.00		
								SUB-TOTAL GROUP A: VMS PROCUREMENT					\$ 2,157,271.20		
								CA SALES TAX					\$ 167,188.52		
Shipping/Delivery costs	150	\$ 1,050.00	0	\$ -	0	\$ -	25	\$ 27,300.00	75	\$ 83,475.00	50	\$ 57,225.00	\$ 168,000.00		
								TOTAL GROUP B: VMS PROCUREMENT + TAX & SHIPPING					\$ 2,492,459.72		
								UL certification for Cell Router and Media Converter					\$ 15,000.00		
										OVERALL TOTAL FOR GROUP A & B			\$ 6,681,992.78		

- Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer.
- a. Proposer's pricing is all-inclusive for each year of service.
 - b. Should MTS expand its lines/stations/BRTs/locations, we reserve the rights to purchase additional signs at the proposed pricing to meet the additional needs.
 - c. Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS and may be more or less than indicated and will be contingent upon funding availability.
 - b. The options in Group B are will be exercisable at MTS's sole discretion, and are also contingent upon funding availability.



**Metropolitan
Transit
System**

Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Operations Budget Status Report for August 2023

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for August 2023 compared to the fiscal year (FY) 2024 budget for the San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for August 2023. Attachment A-2 details the August 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 August 2023 results for MTS's other activities (For Hire Vehicle Administration/San Diego and Arizona Eastern Railway Company).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending August 2023, MTS's net operating income was \$0, with unfavorable operating revenue being offset by favorable operating expenses. Operations produced a \$303,000 (-0.6%) unfavorable variance and the administrative/other activities areas were favorable by \$303,000.

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through August 2023 were \$15,247,000 compared to the year-to-date budget of \$15,919,000, representing a \$671,000 (-4.2%) unfavorable variance. Year-to-date passenger revenue was unfavorable by \$767,000 (-6.1%) through August. Passenger revenue is up by \$565,000 (5.0%) versus the prior year.

Other operating revenue was favorable by \$96,000 (2.8%), primarily due to favorable bus bench advertising and Pronto card fee revenue.

Operating Expenses. Year-to-date combined expenses through August 2023 were \$65,724,000 compared to the budget of \$66,395,000, resulting in a \$671,000 (1.0%) favorable variance.



Personnel Costs. Year-to-date personnel-related costs totaled \$29,494,000, compared to a budgetary figure of \$29,262,000, producing an unfavorable variance of \$232,000 (-0.8%). This is primarily due to unfavorable pension, worker's compensation, and wages within Trolley operations.

Outside Services and Purchased Transportation. Total outside services through two months of the fiscal year totaled \$22,272,000, compared to a budget of \$23,017,000, resulting in a favorable variance of \$745,000 (3.2%). This is primarily due to favorable Pronto software operating and maintenance costs within Administration as well as favorable purchased transportation costs for both fixed route and paratransit operations.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$2,717,000, compared to a budgetary figure of \$2,743,000, resulting in a favorable variance of \$26,000 (0.9%).

Energy. Total year-to-date energy costs were \$8,523,000, compared to the budget of \$8,347,000, resulting in an unfavorable variance of \$176,000 (-2.1%). This is primarily due to unfavorable commodity rates for compressed natural gas (CNG), which spiked in August.

Risk Management. Total year-to-date expenses for risk management were \$1,521,000 compared to the budget of \$1,756,000, resulting in a favorable variance totaling \$235,000 (13.4%). This is primarily due to favorable legal expenses and a large recovery claim within Administration.

General and Administrative. The year-to-date general and administrative costs were \$898,000 through August 2023, compared to a budget of \$993,000, resulting in a favorable variance of \$96,000 (9.6%). This is primarily due to favorable fare materials, dues and subscriptions, and travel and meetings expenses.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$298,000 compared to the budget of \$275,000, resulting in a \$23,000 (-8.4%) unfavorable variance. This is primarily due to favorable non-revenue vehicle lease costs within Trolley and fixed route operations, as well as unfavorable radio tower lease costs within Bus operations.

YEAR-TO-DATE SUMMARY

The August 2023, year-to-date net-operating income totaled a favorable variance of \$0. These factors include favorable variances in other revenue, outside services, materials and supplies, risk management, and general and administrative costs; offset by unfavorable variances in passenger revenue, personnel, energy and vehicle/facility leases.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Comparison to Budget

MTS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 11,786	\$ 12,553	\$ (767)	-6.1%
Other Revenue	3,461	3,366	96	2.8%
Total Operating Revenue	\$ 15,247	\$ 15,919	\$ (671)	-4.2%
Personnel costs	\$ 29,494	\$ 29,262	\$ (232)	-0.8%
Outside services	22,272	23,017	745	3.2%
Materials and supplies	2,717	2,743	26	0.9%
Energy	8,523	8,347	(176)	-2.1%
Risk management	1,521	1,756	235	13.4%
General & administrative	898	993	96	9.6%
Vehicle/facility leases	298	275	(23)	-8.4%
Administrative Allocation	(0)	0	0	0.0%
Total Operating Expenses	\$ 65,724	\$ 66,395	\$ 671	1.0%
Operating Income (Loss)	\$ (50,477)	\$ (50,477)	\$ (0)	0.0%
Total Non-Operating Activities	600	185	415	224.3%
Income (Loss) before Capital Contributions	\$ (49,877)	\$ (50,292)	\$ 415	-0.8%

OPERATIONS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 11,786	\$ 12,553	\$ (767)	-6.1%
Other Revenue	140	111	29	26.2%
Total Operating Revenue	\$ 11,926	\$ 12,664	\$ (738)	-5.8%
Personnel costs	\$ 24,648	\$ 24,462	\$ (186)	-0.8%
Outside services	18,028	18,658	630	3.4%
Materials and supplies	2,711	2,736	26	0.9%
Energy	8,309	8,139	(170)	-2.1%
Risk management	1,418	1,534	116	7.6%
General & administrative	142	173	32	18.3%
Vehicle/facility leases	243	230	(12)	-5.4%
Administrative Allocation	5,375	5,375	0	0.0%
Total Operating Expenses	\$ 60,872	\$ 61,307	\$ 434	0.7%
Operating Income (Loss)	\$ (48,946)	\$ (48,642)	\$ (303)	-0.6%
Total Non-Operating Activities	34	160	(126)	-78.8%
Income (Loss) before Capital Contributions	\$ (48,912)	\$ (48,483)	\$ (429)	0.9%

OPERATIONS
RAIL (SAN DIEGO TROLLEY INC.)
COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 5,069	\$ 5,091	\$ (22)	-0.4%
Other Revenue	136	111	25	22.0%
Total Operating Revenue	\$ 5,205	\$ 5,202	\$ 3	0.1%
Personnel costs	\$ 9,082	\$ 8,751	\$ (331)	-3.8%
Outside services	993	1,083	90	8.3%
Materials and supplies	1,530	1,546	16	1.0%
Energy	5,242	5,144	(98)	-1.9%
Risk management	671	727	57	7.8%
General & administrative	75	90	15	16.5%
Vehicle/facility leases	103	101	(2)	-2.5%
Administrative Allocation	4,019	4,019	0	0.0%
Total Operating Expenses	\$ 21,715	\$ 21,461	\$ (254)	-1.2%
Operating Income (Loss)	\$ (16,510)	\$ (16,259)	\$ (251)	-1.5%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (16,510)	\$ (16,259)	\$ (251)	1.5%

OPERATIONS

BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)

COMPARISON TO BUDGET - FISCAL YEAR 2024

AUGUST 31, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 3,024	\$ 3,385	\$ (362)	-10.7%
Other Revenue	5	-	5	-
Total Operating Revenue	\$ 3,028	\$ 3,385	\$ (357)	-10.5%
Personnel costs	\$ 15,437	\$ 15,566	\$ 129	0.8%
Outside services	213	322	109	33.8%
Materials and supplies	1,172	1,177	5	0.4%
Energy	1,404	1,356	(48)	-3.6%
Risk management	732	791	59	7.5%
General & administrative	64	77	14	17.7%
Vehicle/facility leases	89	68	(21)	-31.6%
Administrative Allocation	875	875	0	0.0%
Total Operating Expenses	\$ 19,986	\$ 20,232	\$ 246	1.2%
Operating Income (Loss)	\$ (16,958)	\$ (16,847)	\$ (111)	-0.7%
Total Non-Operating Activities	(20)	106	(126)	-118.9%
Income (Loss) before Capital Contributions	\$ (16,978)	\$ (16,741)	\$ (237)	1.4%

OPERATIONS

BUS - CONTRACTED SERVICES (FIXED ROUTE)

COMPARISON TO BUDGET - FISCAL YEAR 2024

AUGUST 31, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 3,453	\$ 3,844	\$ (391)	-10.2%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 3,453	\$ 3,844	\$ (391)	-10.2%
Personnel costs	\$ 103	\$ 115	\$ 12	10.8%
Outside services	14,141	14,402	261	1.8%
Materials and supplies	9	13	5	35.6%
Energy	1,555	1,503	(51)	-3.4%
Risk management	-	-	-	-
General & administrative	1	2	1	37.7%
Vehicle/facility leases	(7)	5	11	243.5%
Administrative Allocation	416	416	0	0.0%
Total Operating Expenses	\$ 16,217	\$ 16,456	\$ 239	1.4%
Operating Income (Loss)	\$ (12,765)	\$ (12,612)	\$ (152)	-1.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (12,765)	\$ (12,612)	\$ (152)	1.2%

OPERATIONS

BUS - CONTRACTED SERVICES (PARATRANSIT)

COMPARISON TO BUDGET - FISCAL YEAR 2024

AUGUST 31, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 241	\$ 233	\$ 7	3.1%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 241	\$ 233	\$ 7	3.1%
Personnel costs	\$ 26	\$ 29	\$ 3	11.1%
Outside services	2,627	2,797	170	6.1%
Materials and supplies	-	-	-	-
Energy	109	136	28	20.2%
Risk management	15	15	0	0.3%
General & administrative	1	4	2	64.6%
Vehicle/facility leases	57	57	0	0.1%
Administrative Allocation	65	65	0	0.0%
Total Operating Expenses	\$ 2,901	\$ 3,104	\$ 203	6.6%
Operating Income (Loss)	\$ (2,660)	\$ (2,871)	\$ 211	7.3%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (2,660)	\$ (2,871)	\$ 211	-7.3%

OPERATIONS
CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	54	54	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 54	\$ 54	\$ -	0.0%
Operating Income (Loss)	\$ (54)	\$ (54)	\$ -	0.0%
Total Non-Operating Activities	54	54	-	0.0%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

ADMINISTRATION
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	3,222	3,187	35	1.1%
Total Operating Revenue	\$ 3,222	\$ 3,187	\$ 35	1.1%
Personnel costs	\$ 4,756	\$ 4,710	\$ (46)	-1.0%
Outside services	4,240	4,349	109	2.5%
Materials and supplies	7	7	(0)	-1.8%
Energy	213	207	(6)	-2.9%
Risk management	96	208	111	53.6%
General & administrative	751	808	57	7.1%
Vehicle/facility leases	54	42	(12)	-28.6%
Administrative Allocation	(5,377)	(5,377)	(0)	0.0%
Total Operating Expenses	\$ 4,740	\$ 4,954	\$ 215	4.3%
Operating Income (Loss)	\$ (1,517)	\$ (1,768)	\$ 250	14.2%
Total Non-Operating Activities	800	25	775	3068.3%
Income (Loss) before Capital Contributions	\$ (717)	\$ (1,742)	\$ 1,025	-58.8%

OTHER ACTIVITIES

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024

AUGUST 31, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	99	68	31	46.1%
Total Operating Revenue	\$ 99	\$ 68	\$ 31	46.1%
Personnel costs	\$ 91	\$ 91	\$ 0	0.1%
Outside services	4	10	6	60.0%
Materials and supplies	-	0	0	-
Energy	1	1	0	26.7%
Risk management	7	15	8	51.5%
General & administrative	5	12	6	54.9%
Vehicle/facility leases	2	3	1	35.6%
Administrative Allocation	2	2	0	0.0%
Total Operating Expenses	\$ 113	\$ 134	\$ 22	16.2%
Operating Income (Loss)	\$ (14)	\$ (67)	\$ 53	79.4%
Total Non-Operating Activities	(234)	-	(234)	-
Income (Loss) before Capital Contributions	\$ (247)	\$ (67)	\$ (181)	270.6%



Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

For-Hire Vehicle Regulation Agreement with City of Oceanside – Memorandum of Understanding (MOU)

RECOMMENDATION:

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

- 1) Authorize the Chief Executive Officer (CEO) to enter into an agreement for For-Hire Vehicle Regulation with the City of Oceanside (in substantially the same format as in Attachment A);
- 2) Adopt the proposed revisions to MTS Board Policy No. 34, For-Hire Vehicle Services (Attachment B);
- 3) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance (Attachment C);
- 4) Waive the requirements of MTS Board Policy No. 22, Section 22.4.3 stating all ordinance shall be read in full either at the time of introduction or passage (per MTS Board Policy No. 22, unanimous vote of the Board members present is required in order to waive further reading); and
- 5) Upon adoption of the proposed amendments, authorize the CEO the discretion to enforce MTS Ordinance No. 11 in its amended form.

Budget Impact

None with this action. All costs to administer for-hire vehicles for the City of Oceanside would be paid for by fees assessed on permit holders.

DISCUSSION:

Per MTS's enabling legislation, MTS may enter into agreements with cities or the County to regulate for-hire vehicles, such as taxicabs, non-emergency medical vehicles, low-speed vehicles, sightseeing vehicles, charter vehicles and jitneys, in their jurisdiction. For-hire vehicle regulation includes: ensuring each vehicle has undergone a safety inspection; each vehicle has valid liability insurance; each permit holder (i.e. business owner) has passed a fingerprint-based



criminal background check; confirming drivers have been validly licensed by the Sheriff's Department; investigating passenger complaints; and in the field monitoring and enforcement. MTS For-Hire Vehicle Administration is statutorily required to be full cost-recovery. The cost to administer for-hire vehicle regulations is covered by fees assessed on permit holders.

MTS first contracted to administer for-hire vehicle regulation with the City of San Diego in 1988, the cities of El Cajon, Imperial Beach, Lemon Grove, and Santee in 1990, the City of Poway in 1991, the City of La Mesa in 1999, the City of National City in 2017 and the City of Chula Vista in 2018. Effective January 1, 2022, with the adoption of Assembly Bill 302, MTS may now enter into agreements with any city or the County within San Diego County (previously, MTS was restricted to agreements with cities within MTS's service area). Since this time, MTS has been conducting outreach with the North County cities to present the benefits of coming into an agreement with MTS for for-hire vehicle regulation. The City of Oceanside will be the first North County city to enter into an agreement with MTS for for-hire vehicle regulation.

On September 13, 2023, the City of Oceanside City Council approved an agreement with MTS to regulate for-hire vehicle services in its jurisdiction (Attachment A). This Agreement will expire on June 30, 2029 and can be renewed thereafter for 5-year terms. The current Agreements with the Cities of Chula Vista, El Cajon, Lemon Grove, Imperial Beach, Santee, Poway, La Mesa, National City and San Diego will expire on June 30, 2024. These nine (9) Agreements are expected to be brought to the MTS Board of Directors for renewal around May 2024 for a 5-year term.

The addition of City of Oceanside will also require revisions to MTS Board Policy No. 34 (Attachment B) and to MTS Ordinance No. 11, Section 1.1 (e) (Attachment C) in order to add the city's name to the list of jurisdictions that are covered by MTS's for-hire vehicle regulations.

Therefore, it is staff's recommendation that the MTS Board of Directors:

- 1) Authorize the CEO to enter into an agreement for For-Hire Vehicle Regulation with the City of Oceanside (in substantially the same format as in Attachment A);
- 2) Adopt the proposed revisions to MTS Board Policy No. 34, For-Hire Vehicle Services (Attachment B);
- 3) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance (Attachment C);
- 4) Waive the requirements of MTS Board Policy No. 22, Section 22.4.3 stating all ordinance shall be read in full either at the time of introduction or passage (per MTS Board Policy No. 22, unanimous vote of the Board members present is required in order to waive further reading); and
- 5) Upon adoption of the proposed amendments, authorize the CEO the discretion to enforce MTS Ordinance No. 11 in its amended form.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. City of Oceanside Agreement for For-Hire Vehicle Regulation
B. Proposed revisions to MTS Board Policy No. 34 (red-line track changes)
C. Proposed revisions to MTS Ordinance No. 11 (red-line track changes)

RESOLUTION NO. 23-R0640-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OCEANSIDE AUTHORIZING AN AGREEMENT WITH THE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM FOR
ADMINISTRATION OF FOR-HIRE VEHICLE SERVICES

WHEREAS, the City regulates taxicabs and other vehicles for-hire in accordance with the Oceanside City Code, Chapter 35.

WHEREAS, the San Diego Metropolitan Transit System ("MTS") is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts with any city in the County of San Diego and with the County of San Diego to license or regulate by ordinance any For-Hire Vehicle Services rendered wholly within the city's corporate limits or within the unincorporated area of the county.

WHEREAS, the City desires that MTS regulate For-Hire Vehicle Services pursuant to PUC Section 120266.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. The City is authorized to enter into an agreement with MTS for administration of For-Hire Vehicle Service.

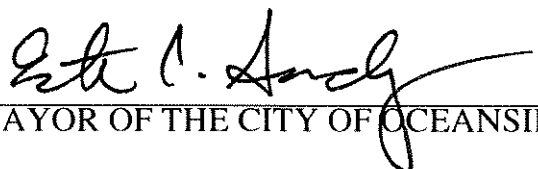
PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this 13th day of September, 2023, by the following vote:

AYES: Sanchez, Keim, Joyce, Robinson, Weiss

NAYS: None

ABSENT: None

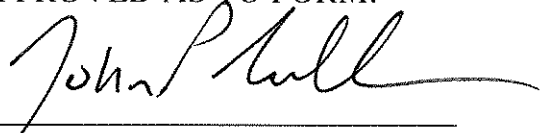
ABSTAIN: None


MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

APPROVED AS TO FORM:


City Clerk


City Attorney

**AGREEMENT FOR
ADMINISTRATION OF FOR-HIRE VEHICLE SERVICES
BETWEEN
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
AND
CITY OF OCEANSIDE**

THIS AGREEMENT is entered into by and between the City of Oceanside, a municipal corporation, 300 North Coast Highway, Oceanside, CA 92054 (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

RECITALS

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts with any city in the County of San Diego and with the County of San Diego to license or regulate by ordinance any For-Hire Vehicle Services rendered wholly within the city's corporate limits or within the unincorporated area of the county;
- B. For-Hire Vehicle Services means vehicles, other than public transportation vehicles, transporting passengers over public streets for compensation, which includes taxicabs, non-emergency medical vehicles, passenger jitney service, low-speed vehicles, charters, and sightseeing vehicles;
- C. CITY regulated taxicabs and other vehicles for hire in accordance with the Oceanside City Code, Chapter 35; and
- D. CITY desires that MTS regulate For-Hire Vehicle Services pursuant to PUC Section 120266.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will regulate For-Hire Vehicle Services rendered wholly within the CITY's corporate limits, in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services within the City and County by the Adoption of a Uniform Paratransit Ordinance", and its other For-Hire Vehicle Service policies and regulations as effective on the date this Agreement is executed, and as thereafter from time to time amended by MTS, pursuant to PUC Section 120266.
- 2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Ordinance No. 11 and its other For-Hire Vehicle Service policies and regulations.
- 3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of For-Hire Vehicle Services regulation and to provide for reimbursable staff and legal support services.

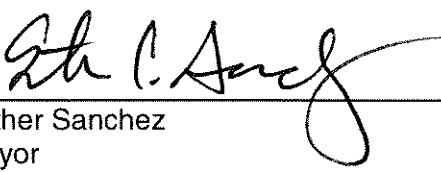
4. This Agreement shall be effective upon execution by the City and MTS and shall continue until June 30, 2029. This Agreement may be terminated for convenience at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 23-R0640-1, and by MTS acting through its Chief Executive Officer.

Dated this 13 day of sept., 2023

CITY OF OCEANSIDE


SAN DIEGO METROPOLITAN TRANSIT
SYSTEM



Esther Sanchez
Mayor

Sharon Cooney
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.



John Mullen
City Attorney

Office of the General Counsel

Date: 10/9/23

Date: _____



Policies and Procedures No. 34

Board Approval: ~~12/12/2019~~ 10/19/2023

SUBJECT:

FOR-HIRE VEHICLE SERVICES

PURPOSE:

To establish a policy with guidelines and procedures for the implementation of MTS Ordinance No. 11.

BACKGROUND:

Regulation of for-hire vehicle service is in the interest of providing the citizens and visitors to the MTS region and particularly the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, and Santee, with a good quality local transportation service. Toward this end, MTS finds it desirable to regulate the issuance of taxicab permits, to establish maximum rates of fare, and to provide for annual review of cost-recovery regulatory fees.

POLICY:

34.1 City of San Diego Entry Policy

New City of San Diego taxicab permits will be issued in accordance with San Diego City Council Policy No. 500-02, "Taxicab Permits".

34.2 Maximum Rates of Fare Policy

Maximum rate of fare for exclusive ride and group ride hire of taxicabs shall be made in accordance with the change in the Annual All Urban Western Transportation Consumer Price Index (CPI)/San Diego. The fare structure shall consist of the dollar amounts charged by permit holders for the flag drop, the per-mile charge, waiting-time charge, first zone, and each additional zone charge. The maximum rates of fare shall be computed annually by the Chief Executive Officer and presented at a noticed public hearing of the Taxicab Advisory Committee.



34.2.1 Maximum Rates of Fare Determination

Unless Section 34.2.2 applies, the maximum fare determination shall be adjusted annually based on the 1990 Western transportation CPI/San Diego amounts of \$1.40 flag drop, \$1.50 per mile, and \$12.00 per hour waiting. Adjustments shall be rounded up or down, as appropriate, to the nearest even \$0.10 increment.

34.2.2 ~~Maximun~~ Maximum Rates of Fare Determination - Only for Taxicabs Equipped with Point Of Sale Devices Electronically Connected to the Taximeter and Equipped with Printed or Electronically Conveyed Receipt Capability

Taxicabs equipped with point of sale devices electronically connected to the taximeter and capable of printing or electronically conveying receipts may charge the an increase of 6% more than the Maximun Rates of Fare for Taxicabs without such devices, as determined pursuant to Section 34.2.1. Adjustments shall be rounded up or down, as appropriate, to the nearest \$0.10 increment.

34.3 Airport Taxicab Fare Policy

In addition to the applicable maximum rate of fare described in Section 34.2.1, a taxicab operator may charge an “extra” equal to the Airport Trip Fee assessed against the individual taxicab operator by the San Diego County Regional Airport Authority. The extra may not be charged on any trip that does not originate at the airport or on any trip where the taxicab operator does not pay the fee to the San Diego County Regional Airport Authority. The extra charge may only be charged to the customer by utilizing the extra button on the taxicab meter. A driver may not verbally request payment.

34.4 Regulatory Fee Review

The following procedures will be utilized for the establishment of for-hire vehicle regulatory fees.

34.4.1 In accordance with State of California Public Utilities Code Section 120266, MTS shall fully recover the cost of regulating the taxicab and other for-hire vehicle industry. Pursuant to MTS Ordinance No. 11, Sections 1.3(b), 1.4(a), 1.4((c), and 1.5(d), the Chief Executive Officer establishes a fee schedule to effect full-cost recovery and notify affected permit holders of changes in the fee schedule.

34.4.2 The procedure for establishing a regulatory fee schedule will include an annual review of the audited expenses and revenue of the previous fiscal year associated with MTS for-hire vehicle activities. The revised fee schedule will be available for review by interested parties in November each year and is subject to appeal as provided for in Ordinance No. 11, Section 1.5(d).

34.4.3 A fee schedule based on previous year expenses and revenue amounts will be put into effect each January.

POLICY.34.FOR-HIRE VEHICLE SERVICES

This policy was originally adopted on 12/8/88.

This policy was amended on 7/26/90.

This policy was amended on 5/9/91.

This policy was amended on 6/13/91.

This policy was amended on 1/28/93.

This policy was amended on 5/11/95.

This policy was amended on 10/31/02.

This policy was amended on 4/24/03.

This policy revised on 3/25/04.

This policy was amended on 4/26/07.

This policy was amended on 7/17/08.

This policy was amended on 4/19/12.

This policy was amended on 4/16/15.

This policy was amended on 12/12/2019.

This policy was amended on 10/19/2023.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 11

(as amended through ~~December 8, 2022~~ October 19, 2023)

An Ordinance Providing for the Licensing and the Regulating of
Transportation Services Within the City and County by the Adoption of
a Uniform Paratransit Ordinance

MTS CODIFIED ORDINANCE NO. 11

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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 11

(as amended through ~~December 8, 2022~~ October 19, 2023)

An Ordinance Providing for the Licensing and the Regulating
of Transportation Services Within the City and County By the Adoption of
a Uniform Paratransit Ordinance

SECTION 1.0 - GENERAL REGULATIONS

Section 1.1 - Definitions

The following words and phrases, wherever used in this section, shall be construed as defined in this section, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases.

(a) "Board" shall mean the Board of Directors of the San Diego Metropolitan Transit System (MTS).

(b) "Charter vehicle" shall mean every vehicle which:

- (1) Transports passengers or parcels or both over the public streets of the City;
- (2) Is routed at the direction of the hiring passenger;
- (3) Is prearranged in writing for hire;
- (4) Is not made available through "cruising"; and
- (5) Is hired by and at the service of a person for the benefit of themselves or a specified group.

(c) "Chief Executive Officer" shall mean the Chief Executive Officer of MTS or their designated representative.

(d) "City" and "Cities" shall mean the incorporated areas of the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, Santee and any other City that has entered into a contractual agreement with MTS for the licensing and regulation of transportation services.

(e) "Compensation" shall mean any money, thing of value, payment, consideration, reward, tip, donation, gratuity or profit paid to, accepted, or received by the driver or owner of any vehicle in exchange for transportation of a person, or persons; whether paid upon solicitation, demand or contract, or voluntarily, or intended as a gratuity or donation.

(f) "County" shall mean the unincorporated area of the County of San Diego located within MTS's jurisdictional boundaries if entered into a contractual agreement with MTS for the licensing and regulation of transportation services.

(g) "Cruising" shall mean the movement over the public streets of a taxicab or low-speed vehicle (LSV) in search of prospective passengers; except the term does not include either the travel of a taxicab or LSV proceeding to answer a call for service received by telephone or radio

from an intended passenger or the travel of such a vehicle, having discharged a passenger or passengers, returning to the owner's place of business or to its established point of departure.

(h) "Days" shall mean working days, exclusive of weekends and holidays for which MTS offices are closed.

(i) "Doing business" shall mean accepting, soliciting or transporting passengers for hire or compensation in a City or County.

(j) "Driver" shall mean every person operating any for-hire vehicle.

(k) "Driver's identification card" shall mean license, issued pursuant to this Ordinance, which permits a person to drive a for-hire vehicle within the City or County.

(l) "Employ" as used in this Ordinance includes any form of agreement or contract under which the driver may operate the permit holder's for-hire vehicle.

(m) "Exclusive ride" shall mean exclusive use of a for-hire vehicle by one or more related passengers at a time.

(n) "For-hire vehicle" shall mean every vehicle, other than public transit vehicles or vehicles involved in an organized carpool not available to the general public, which is operated for any fare for compensation and used for the transportation of passengers over public streets, irrespective of whether such operations extend beyond the boundary limits of said City or County. Such for-hire vehicles shall include taxicabs, vehicles for charter, jitneys, nonemergency medical vehicles, sightseeing vehicles, and LSVs.

(o) "Group ride" shall mean shared use of a taxicab or LSV where a group of related passengers enter at the same point of origin and disembark at the same destination and pay a single fare for the trip.

(p) "Hearing officer" shall mean any person or entity that meets the requirements of this Ordinance and that has been retained to conduct administrative hearings.

(q) "Jitney" shall mean every vehicle which:

(1) Transports passengers or parcels or both over the public streets of the City;
and

(2) Follows a fixed route of travel between specified locations along its route on a variable schedule or operates a flexible route within a geographic boundary and specific timeframes as approved by MTS, with the fare based on a per capita charge established in its permit.

(r) A "low-speed vehicle" or "LSV" is a motor vehicle, other than a motor truck, having four wheels on the ground and an unladen weight of 1,800 pounds or less, that is capable of propelling itself at a minimum speed of 20 miles per hour and a maximum speed of 25 miles per hour, on a paved level surface. It shall only operate within a geographic boundary as approved by MTS. For the purposes of this section, a "low-speed vehicle" or "LSV" is not a golf cart, except when operated pursuant to California Vehicle Code Section 21115 or 21115.1.

(s) "Medallion" shall mean the numbered plate, sticker, or decal issued by MTS to the permit holder which is displayed on a for-hire vehicle to indicate the authorized use or uses of that vehicle.

(t) "MTS" shall mean the San Diego Metropolitan Transit System, a public agency created pursuant to Public Utilities Code Section 120050 et seq.

(u) "MTS inspector" shall mean those individuals, regardless of job title, who are authorized by the Board, by ordinance, to enforce the provisions of this Ordinance.

(v) "Nonemergency medical vehicle" shall mean every vehicle which: transports persons, regardless of whether specialized transportation equipment or assistance is needed, for primarily medical purposes, over the public streets of the City. Medical purposes is defined as providing transportation services to or from the following places: hospitals, convalescent homes, retirement homes, homes receiving funding for the board and care of residents living in those homes, medical or rehabilitation clinics, senior citizen centers, and any other like social service category, over the public streets of the City. It shall be the responsibility of the transportation provider to determine if the service is primarily for medical purposes.

(w) "Operate" or "Operating" shall refer to the solicitation or acceptance of a fare within City or County for compensation or providing passenger transportation for compensation, regardless if such compensation is obtained from the passenger or a third party. It shall also include, as the context may require, the act of driving, managing or directing the utilization of one or more for-hire vehicles.

(x) "Owner" shall mean the person, partnership, association, firm or corporation that is the registered owner of any for-hire vehicle and that holds the right to use the vehicle for its advantage.

(y) "Passenger" shall mean every occupant other than the driver of the for-hire vehicle.

(z) "Permit" shall mean the authority under which a person, firm, partnership, association, or corporation may operate a for-hire vehicle as a business.

(aa) "Permit holder" shall mean any person or approved entity operating a business under a for-hire vehicle permit.

(bb) "Shared ride" shall mean nonexclusive use of a for-hire vehicle by two or more unrelated passengers traveling between different points of origins and/or destination, and traveling in the same general direction.

(dd) "Sightseeing vehicle" shall mean every vehicle which:

(1) Transports passengers for sightseeing purposes of showing points of interest over the public streets of the City; and

(2) Charges a fee or compensation therefor; regardless of whether any fee or compensation is paid to the driver of such sightseeing vehicle, either by the passenger or by the owner or by the person who employs the driver or contracts with the driver or hires such sightseeing vehicle with a driver to transport or convey any passenger; and irrespective of whether or not such driver receives any fee or compensation for their services as driver.

(ee) "Stands" shall mean public areas designated for specific use of for-hire vehicles.

(ff) "Street" shall mean any place commonly used for the purpose of public travel.

(gg) "Substantially Located" shall mean where the primary business address of the taxicab permit holder is located and/or the jurisdiction where the largest share of the taxicab permit holder's total number of prearranged and non-prearranged trips originate over the previous calendar year, as determined annually. Trip logs and/or other documentation shall be used to substantiate the jurisdiction where the largest share of taxicab permit holder's total number of originating trips occur over the applicable time period.

(hh) "Taxicab" shall mean every vehicle other than a vehicle-for-charter, a jitney, a nonemergency medical vehicle, a sightseeing vehicle, or LSV which:

(1) Carries not more than eight (8) passengers excluding the driver;

(2) Transports passengers or parcels or both over City or County public streets;

(3) Is made available for hire on call or demand through "cruising," at taxi stands, by telephone, mobile telephone application, or other communication devices to destination(s) specified by the hiring passenger; and

(4) Is Substantially Located within the jurisdiction of City and/or County.

(ii) "Taximeter" shall mean any instrument, appliance, device, or machine by which the charge for hire of a passenger-carrying vehicle is calculated, either for distance traveled or time consumed, or a combination of both, and upon which such charge is indicated by figures. Includes both a Hard Meter and a Soft Meter.

(1) A Hard Meter is a Taximeter that has a prefixed fare with an external seal approved by the County of San Diego Agriculture, Weights and Measures and mileage is calculated based on distance and time.

(2) A Soft Meter is a Taximeter that is provided through a smartphone or tablet that uses GPS or other on-board diagnostics approved by the California Department of Food and Agriculture Division of Measurement Standards to calculate distance and rates.

(jj) "Vehicle" is a device by which any person or property may be propelled, moved, or drawn upon a street, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

(kk) "Vehicle for Developmentally Disabled Persons (VDDP) driver certificate" shall mean certificate issued by California Highway Patrol pursuant to Vehicle Code section 12523.6, which is required for any driver who primarily transports persons with developmental disabilities on a for-hire basis. A VDDP driver certificate with a commercial driver's license may be used in lieu of a driver identification card to drive a for-hire vehicle within the City or County, unless for a taxicab.

(Section 1.1 amended 10/19/2023)

(Section 1.1 amended 1/20/2022)

(Section 1.1 amended 11/12/2020)

(Section 1.1 amended 10/10/2019)

(Section 1.1 amended 2/14/2019)

(Section 1.1 amended 11/8/2018, effective 1/1/2019)

(Section 1.1 amended 9/20/2018)
(Section 1.1 amended 12/14/2017)
(Section 1.1 amended 5/12/2016)
(Section 1.1 amended 8/7/2003)
(Section 1.1 amended 11/14/2002)
(Section 1.1 amended 6/24/1999)
(Sections 1.1(d), 1.1(R)(1) amended 6/22/1995)
(Section 1.1 amended 1/12/1995)
(Section 1.1 amended 6/27/1991; effective 7/27/1991)
(Section 1.1 amended 5/23/1991; effective 6/23/1991)

Section 1.2 - Operating Permits

(a) No person shall engage in the business of operating any for-hire vehicle or in the business of providing any vehicle for the operation of vehicle for-hire services within the Cities or County without first having obtained an operating permit from the Chief Executive Officer or designated representative, which permit has not been revoked, suspended or otherwise canceled or terminated by operation of law or otherwise. A separate permit is required for each for-hire vehicle operated or provided for operation.

(b) An operating permit represents the granting of a privilege to operate a for-hire vehicle within the Cities, County or zones specified by the permit for the purpose of the public convenience and necessity. This privilege may be rescinded at any time by operation of law or otherwise.

(c) A person who obtains an operating permit shall be responsible for the provision of vehicle-for-hire services in accordance with the provisions of this Ordinance and shall exercise due diligence to assure that drivers of the permitted vehicles adhere to all pertinent requirements of this ordinance.

(Section 1.2 amended 11/8/2018, effective 1/1/2019)
(Section 1.2 amended 12/14/2017)
(Section 1.2 amended 8/7/2003)
(Section 1.2 amended 11/14/2002)
(Section 1.2 amended 6/24/1999)

Section 1.3 - Application for Permit

(a) All persons applying to the Chief Executive Officer for new permit(s) for the operation of one or more for-hire vehicles shall file with the Chief Executive Officer a sworn application on forms provided by the Chief Executive Officer, stating as follows:

(1) The applicant name, company name, doing business as ("DBA") name if different than company name, mailing and business address (a business address or mailing address may include, but is not limited to, a Post Office [PO] Box or dispatch service address), e-mail address, and telephone number of the permit applicant. If a taxicab permit applicant, the business address will also serve the purpose of establishing where Substantially Located;

(2) The name and address of all legal and registered owner(s) of the vehicle(s);

(3) The number of vehicle(s) for which a permit(s) is desired;

(4) The rates of fare which the applicant proposes to charge for vehicle-for-hire services. This requirement does not apply to taxicab permit applicants;

(5) If the application is for a jitney or LSV, a detailed description of the geographic area in which said permit shall be in existence; and

(6) Such other information as the Chief Executive Officer may in their discretion require.

b) The applicant shall also submit, with the application, a nonrefundable application fee prior to the permit approval. Upon issuance of the permit, the applicant shall also pay an initial nonrefundable permit vehicle regulatory fee to be determined by the Chief Executive Officer in order to recover the cost of processing such applications.

(Section 1.3 amended 1/20/2022)

(Section 1.3 amended 11/12/2020)

(Section 1.3 amended 11/8/2018, effective 1/1/2019)

(Section 1.3 amended 12/14/2017)

(Section 1.3 amended 2/12/2015)

(Section 1.3 amended 11/15/2012)

(Section 1.3 amended 8/7/2003)

(Section 1.3 amended 11/14/2002)

Section 1.4 - Issuance of Permit

(a) Before a permit may be approved or renewed, the applicant shall pay an initial regulatory fee in an amount to be determined by the Chief Executive Officer.

(b) The Chief Executive Officer shall deny the approval of a permit upon making a finding:

(1) That the applicant is under eighteen (18) years of age; or

(2) That the applicant has been convicted of, or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation which would have resulted in suspension or revocation of the permit in accordance with Section 1.13 of this Ordinance; or

(3) That the applicant provided false information of a material fact in an application within the past year.

(c) No permit shall be approved or renewed unless evidence of compliance with applicable MTS regulations.

(d) When the permit has been approved and upon determination by the Chief Executive Officer that the for-hire vehicle, after appropriate inspection, meets the requirements of this Ordinance, the Chief Executive Officer will issue a numbered medallion(s) to be affixed to the for-hire vehicle.

(Section 1.4 amended 12/8/2022)

(Section 1.4 amended 11/12/2020)

(Section 1.4 amended 11/8/2018, effective 1/1/2019)

(Section 1.4 amended 12/14/2017)

(Section 1.4 amended 2/12/2015)
(Section 1.4 amended 11/15/2012)
(Section 1.4 amended 11/14/2002)

Section 1.5 - Transfer and Administration of Permits

(a) Each permit issued pursuant to the provisions of this section is separate and distinct and shall be transferable from the permit holder to another person or entity only with the approval of the Chief Executive Officer, and upon meeting the requirements of this Ordinance.

(b) The proposed transferee shall file with the Chief Executive Officer a sworn application for the transfer and shall comply with the requirements of Section 1.3. The permit holder shall certify in writing that the permit holder has notified the proposed transferee of the requirements of this section pertaining to the transfer of a permit. Whenever an application for a transfer of permit is filed, the Chief Executive Officer shall process the application for transfer in accordance with Section 1.4 of this Ordinance.

(c) The Chief Executive Officer shall charge regulatory fees to affect the full cost recovery of activities associated with the administration, regulation, issuance, or transfer of for-hire vehicle permits and associated records.

(1) Changes in fee schedules affecting permits shall be posted, at a minimum, on the MTS website and notice of such posting will be sent to all permit holders' email address. Changes shall be effective thirty (30) calendar days thereafter.

(2) Any person objecting to a particular fee or charge may file, within ten (10) calendar days of posting of such changes, an appeal for review with the Chief Executive Officer who shall thereafter process it in accordance with Section 1.17; provided, however, that the sole issue to be determined on review is whether the fee or charge exceeds the reasonable costs for personnel salaries and administrative overhead associated with the particular administrative service or function.

(Section 1.5 amended 11/12/2020)
(Section 1.5 amended 11/8/2018, effective 1/1/2019)
(Section 1.5 amended 12/14/2017)
(Section 1.5 amended 2/12/2015)
(Section 1.5 amended 8/7/2003)
(Section 1.5 amended 11/14/2002)

Section 1.6 - Blank

The text of Section 1.6 is deleted in its entirety effective February 12, 2015.

(Section 1.6 deleted 2/12/2015)
(Section 1.6 amended 11/14/2002)

Section 1.7 - Blank

The text of Section 1.7 is deleted in its entirety effective October 24, 1998.

(Section 1.7 was deleted 9/24/1998)

Section 1.8 - Equipment and Operating Regulations

(a) No medallion shall be issued for a vehicle unless the vehicle conforms to all the applicable provisions of this Ordinance.

(b) The privilege of engaging in the business of operating a for-hire vehicle in a City or County granted in the permit is personal to the permit holder, who must be the owner of the for-hire vehicle. The rights, requirements, and responsibilities which attach to the permit remain with the holder at all times the for-hire vehicle is operated under the authority of the permit. These rights, requirements and responsibilities, which include, but are not limited to, the requirements of this Ordinance, will remain unaffected by any agreement or contractual arrangement between the permit holder and those persons who operate for-hire vehicles, irrespective of the form or characterization of the agreement under which the driver operates the for-hire vehicle.

(c) The permit holder shall maintain an email address, mailing address that can accept mail directed to company, and a business telephone in which the permit holder can be reached during reasonable business hours and during all hours of operation. The permit holder shall, in the case of any change in their email address, mailing address, or business telephone, notify the Chief Executive Officer in writing of such change within forty-eight (48) hours of the effective date of this change.

(d) If a taxicab, permit holders must participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code and enroll all employed or contracted drivers who drive a vehicle for permit holder.

(1) Upon the termination of the employee or contractor driver, the permit holder shall notify the Department of Motor Vehicles (DMV) to discontinue the driver's enrollment in the pull notice system.

(2) Permit holders shall present upon request, during regular business hours, to MTS and/or the Sheriff's Department, as well as during annual permit renewal, proof of enrollment and names of any and all drivers enrolled in the DMV driver pull-notice program pursuant to Section 1.8(d) of this Ordinance.

(3) Permit holders who fall under one or more of the following categories must enroll in the DMV pull-notice program: if registered with the State of California as a Corporation and or LLC; if own more than one vehicle; employs or contracts a lease driver(s); and/or vehicle is otherwise driven by more than one driver.

(e) Before a for-hire vehicle is placed in service and at least annually thereafter, the for-hire vehicle shall be delivered to a certified Automotive Service Excellence or Bureau of Automotive Repair registered facility for mechanical inspections, or other place designated by the Chief Executive Officer for inspection. Certified mechanics and MTS inspectors shall inspect the for-hire vehicle and its equipment to ascertain whether the vehicle complies with the provisions of this Ordinance. Failure to produce the vehicle for inspection within a timeframe determined by MTS shall be cause for suspension or revocation of the permit for such vehicle.

(f) Any MTS inspector or peace officer, after displaying proper identification, may make reasonable and periodic inspections of any for-hire vehicle operating under an MTS permit for the purpose of determining whether the vehicle is in compliance with the provisions of this Ordinance.

(g) Any for-hire vehicle which fails to meet the requirements of the California Vehicle Code or this section after inspection shall be immediately ordered out-of-service by an MTS

inspector or peace officer if it is unsafe for service. Ordering a vehicle out-of-service does not constitute a suspension or revocation of the permit. A vehicle is deemed unsafe for service when any of the following conditions exists:

- (1) Tires fail to meet the requirements of the California Vehicle Code;
- (2) Headlights, taillights or signal lights are inoperable during hours of darkness (sunset to sunrise);
- (3) Windshield wipers are inoperable during rainy conditions;
- (4) Taximeter is not working, the Taximeter displays signs of tampering, the seal of a Hard Meter is broken, the County of San Diego seal of a Hard Meter is more than thirteen (13) months old from the date of issuance, a Service Agent's temporary seal of a Hard Meter is more than ninety (90) days old from the date of issuance, or a Soft Meter displays technology not approved by the California Department of Food and Agriculture Division of Measurement Standards or does not appear to be operating as is intended or approved;
- (5) Brakes, brake lights or brake system are inoperable or otherwise fail to meet the requirements of the California Vehicle Code;
- (6) Excessive play in steering wheel exceeding three (3) inches;
- (7) Windshield glass contains cracks or chips that interfere with driver's vision;
- (8) Any door latch is inoperable from either the interior or exterior of the vehicle;
- (9) Any seat is not securely fastened to the floor;
- (10) Seat belts, when required, fail to meet requirements of the California Vehicle Code;
- (11) Either side or rearview mirrors are missing or defective;
- (12) Any vehicle safety system light is activated; and
- (13) Any other condition which reasonably and rationally pertains to the operating safety of the vehicle or to passenger or pedestrian safety.

(h) If the vehicle is not unsafe but is unsuitable or otherwise in violation of this Ordinance or any vehicle condition/equipment section of the California Vehicle Code, the operator or permit holder, as appropriate, shall be subject to a seventy-two (72) hours correction notice.

(1) Failure to correct such violation within the seventy-two (72) hours shall then be cause to order the vehicle out-of-service. When a vehicle is ordered out-of-service, the medallion shall be immediately removed.

(2) Before the vehicle may again be placed in service, the violation shall be corrected and the vehicle shall be inspected by a certified mechanics or MTS inspector

(3) The medallion shall be reaffixed when the MTS inspector finds that the vehicle meets prescribed standards.

(i) The interior and exterior of the for-hire vehicle shall be maintained in a safe and efficient operating condition, and meet California Vehicle Code requirements and the requirements of this Ordinance at all times when in operation. The following minimum vehicle standards must be maintained to comply with this section:

(1) Wheels. Hubcaps or wheel covers shall be on all wheels for which hubcaps or wheel covers are standard equipment.

(2) Body Condition. There shall be no tears or rust holes in the vehicle body and no loose pieces hanging from the vehicle body. Fenders, bumpers, and light trim shall be securely fixed to the vehicle. No extensive unrepaired body damage shall be allowed and exterior paint shall be free from excessive fading. The vehicle shall be equipped with front and rear bumpers. The exterior of the vehicle shall be maintained in a reasonably clean condition so as not to obscure approved vehicle markings.

(3) Lights. Headlights shall be operable on both high and low beam. Taillights, parking lights, signal lights, and interior lights shall all be operable.

(4) Wipers. Each vehicle shall be equipped with adequate windshield wipers maintained in good operating condition.

(5) Brakes. Both the parking and hydraulic or other brake system must be operable.

(6) Steering. Excessive play in the steering mechanism shall not exceed three (3) inches free play in turning the steering wheel from side to side.

(7) Engine. The engine compartment shall be reasonably clean and free of uncontained combustible materials.

(8) Mufflers. Mufflers shall be in good operating condition.

(9) Windows. The windshield shall be without cracks or chips that could interfere with the driver's vision. All other windows shall be intact and able to be opened and closed as intended by the manufacturer. The windows and windshield shall be maintained in a reasonably clean condition so as not to obstruct visibility.

(10) Door Latches. All door latches shall be operable from both the interior and exterior of the vehicle.

(11) Suspension. The vehicle's suspension system shall be maintained so that there are no sags because of weak or broken springs or excessive motion when the vehicle is in operation because of weak or defective shock absorbers.

(12) Seats. All seats shall be securely fastened. Seat belts, when required by the California Vehicle Code, shall be installed. The upholstery shall be free of grease, holes, rips, torn seams, and burns.

(13) Interior. The interior of each vehicle and the trunk or luggage area shall be maintained in a reasonably clean condition, free of foreign matter, offensive odors, and litter. The seats shall be kept reasonably clean and without large wear spots. The door handles and doors shall be intact and clean. The trunk or luggage area shall be kept empty except

for spare tire and personal container for the driver not exceeding one (1) cubic foot in volume and emergency equipment, to allow maximum space for passenger luggage and belongings.

(j) Each for-hire vehicle, except taxicabs and LSVs, shall contain:

(1) A fire extinguisher of the dry chemical or carbon dioxide type with an aggregate rating of at least 5 B/C units and a current inspection card affixed to it.

(2) A minimum of three (3) red emergency reflectors.

(3) A first-aid kit containing medical items to adequately attend to minor medical problems.

k) In the event that a for-hire vehicle for which a permit has been approved is taken out of service, by the permit holder for maintenance or any purpose, other than a violation of any provision of this Ordinance, a spare vehicle operating permit may be granted. The spare vehicle operating permit shall only be valid for the vehicle for which it was issued. The permit holder may only utilize a spare for-hire vehicle which has been duly inspected by an MTS inspector and approved prior to use. The permit holder must immediately inform an MTS inspector when a spare for-hire vehicle is in use and the location of the disabled vehicle. The spare vehicle will be issued a "spare vehicle" sticker which must be affixed to the left rear portion of the for-hire vehicle for which it is approved, in plain view from the rear of the for-hire vehicle. The permit holder may utilize one (1) spare for-hire vehicle for a period not to exceed thirty (30) calendar days from the date of issuance. This subsection shall not be construed, nor deemed to replace, those provisions in this Ordinance which apply to permanent replacement of a for-hire vehicle.

(l) The medallion issued to the permit holder must be affixed by an MTS inspector on the for-hire vehicle for which the permit is approved in plain view from the rear of the for-hire vehicle. The permit holder must immediately report the loss, destruction, or defacing of a medallion to the Chief Executive Officer. Except as provided in Subsection (k), it shall be unlawful to operate a for-hire vehicle without the medallion affixed and visible.

(m) There shall be displayed in the passenger compartment of each for-hire vehicle between the sun visors, in full view of the passengers in the front and rear seats, a card not less than ten (10) inches wide by six (6) inches high in size. Posted on this card, utilizing "Universe" font in black ink on white background, shall be:

1) The first line of the card, 3/4 inch in height, shall say one of the following according to permit type: TAXICAB, SIGHTSEEING, CHARTER, NONEMERGENCY, LOW-SPEED VEHICLE, OR JITNEY LOST AND FOUND.

2) Below this, the card shall include the vehicle medallion number in three-inch numerals.

3) Below the medallion number, the name, address, and phone number of the MTS For-Hire Vehicle Administration and the permit holder and/or permit holder trade name shall be printed, 1/4-inch in height.

4) Without approval from MTS, no other signs, markings, lettering, decals, or any type of information shall be displayed within 18 inches around the card.

(n) Advertisements, whether displayed on the inside or outside of the vehicle, shall be posted in accordance with MTS Board Policy No. 21, Revenue-Generating Display Advertising, Concessions, and Merchandise, any guidelines developed by the Chief Executive Officer, and the provisions of this Ordinance. Advertisements shall not be displayed without prior approval from MTS.

(o) The driver of each for-hire vehicle may either carry: a map of the City or County, published within the past two (2) years; or an electronic device equipped with a GPS enabled map, which shall be displayed to any passenger upon request.

(p) The maximum rates of fare charged for for-hire vehicle services shall be clearly and conspicuously displayed in the passenger compartment, unless if a taxicab which shall comply with Section 2.2(d) of this Ordinance.

(q) Each for-hire vehicle licensed to operate in the City or County shall have located on the passenger side dashboard area a driver identification card provided by the County of San Diego Sheriff or provide upon a request a valid VDDP driver certificate with a commercial driver's license. The driver identification card shall have no alterations or information covered. The driver identification card shall be visible to passengers, peace officers and MTS inspectors so they can easily view the driver identification card from either inside or outside the vehicle. The driver identification card issued by the Sheriff shall bear the following information:

- (1) The number of the license of the driver;
- (2) The name and business address of the driver;
- (3) The name of the owner of the vehicle; and
- (4) A small photograph of the driver.

(r) Each for-hire vehicle shall be equipped with a rearview mirror affixed to the right side of the vehicle, as an addition to those rearview mirrors otherwise required by the California Vehicle Code.

(s) The driver shall offer each passenger a printed receipt upon payment of the fare. The receipt shall accurately show the date, the amount of the fare, the driver's name and ID number, the taxicab number, the company (DBA) name, and the dispatch service name with phone number if a taxicab.

(t) All disputes to fare shall be determined by the peace officer or MTS inspector most readily available where the dispute is had. It shall be unlawful for any person to fail or refuse to comply with such determination by the peace officer or MTS inspector.

(u) It is unlawful for any person to refuse to pay the lawful fare of a for-hire vehicle after employing or hiring the same.

(v) The driver of any for-hire vehicle shall promptly obey all lawful orders or instructions of any peace officer, fire fighter, or MTS inspector.

(w) No driver of any for-hire vehicle shall transport any greater number of persons, including the driver, than the manufacturer's rated seating capacity for the vehicle.

(x) It shall be unlawful for any person to solicit business for a for-hire vehicle by making a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agent or employees of such owner, by which the owner, agent or employee receives any type of payment or commission for recommending or directing any passenger to a specific for-hire vehicle or company. It shall be unlawful for any permit holder, association, or driver to have or make a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agents or employees of such owner, by which the permit holder, association or driver receives any type of payment or commission for recommending or directing any passenger to an establishment operated by a specific owner.

(y) The driver of a for-hire vehicle shall wear, in a manner clearly visible on their person, an identification card approved by the Chief Executive Officer.

(z) The Board specifically finds that the dress, grooming, and conduct of for-hire vehicle drivers affect the public health and safety, particularly as it relates to visitors and the tourist industry. Therefore, while driving or operating a for-hire vehicle, drivers shall be hygienically clean, well-groomed, and neat and suitably dressed. Violations of this subsection are administrative in nature and shall not be the subject of criminal prosecution.

(1) The term "hygienically clean" shall refer to that state of personal hygiene, body cleanliness, and absence of offensive body odor normally associated with bathing or showering on a regular basis.

(2) The term "well-groomed" shall mean that, that scalp or facial hair shall be combed or brushed and that all clothing is clean, free from soil, grease and dirt, and without unrepaired rips or tears.

(3) The term "neat and suitably dressed" shall be interpreted to mean that: driver is wearing appropriate clothing to operate a for-hire vehicle; drivers shall wear shoes; driver cannot wear as an outer garment any of the following: undershirt or underwear, tank tops, body shirts (see-through mesh), swim wear, jogging or warm-up suits or sweatshirts or similar attire, jogging or bathing shorts or trunks, or sandals; and trouser-type shorts that are no shorter than four inches above the center of the kneecap are permissible.

(aa) For-hire vehicles shall comply with the California Vehicle Code, e.g., not impede traffic, and, where applicable, not operate on streets where posted speed limits are above 35 miles per hour. For-hire vehicle drivers, including taxicab, shall not load or unload passengers in traffic lanes.

(bb) Smoking is not permitted at any time inside a MTS-permitted vehicle.

(cc) A driver or permit holder shall not prejudice, disadvantage, or require a different rate or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex or any characteristic listed or defined in Section 11135 of the Government Code.

(dd) A driver shall not use rude or abusive language toward a passenger(s) or conduct any physical action that a reasonable person would construe as threatening or intimidating.

(ee) A driver may refuse a fare if it is readily apparent that the prospective or actual fare is a hazard to the driver or operator. A driver is not obligated to transport any person who is verbally or otherwise abusive to the driver. Such incidents shall also be noted on the trip log and notification

shall be immediately sent to the dispatch service organization, if a taxicab, which shall record the incident and keep the record for the minimum of 6 months.

(ff) No driver shall stop, park, or otherwise leave standing any MTS permitted vehicle within fifteen (15) feet of any fire plug except as modified in Section 2.5 of this Ordinance.

(gg) No driver shall stop, park or otherwise leave standing any MTS permitted vehicle in a disabled parking zone except as authorized per California Vehicle Code section 22507.8.

(hh) If a taxicab, proof that vehicle(s) meet California Air Resources Board criteria for zero emissions/low emissions.

(Section 1.8 amended 12/8/2022)
(Section 1.8 amended 1/20/2022)
(Section 1.8 amended 11/12/2020)
(Section 1.8 amended 10/10/2019)
(Section 1.8 amended 11/8/2018, effective 1/1/2019)
(Section 1.8 amended 12/14/2017)
(Section 1.8 amended 10/13/2016)
(Section 1.8 amended 5/12/2016)
(Section 1.8 amended 2/12/2015)
(Section 1.8 amended 8/7/2003)
(Section 1.8 amended 11/14/2002)
(Section 1.8 amended 9/24/1998)
(Section 1.8 amended 2/13/1997)
(Section 1.8 amended 6/24/1993)

Section 1.9 - Public Liability

(a) It shall be unlawful to operate a for-hire vehicle unless the permit holder establishes and maintains in effect one of the forms of financial responsibility specified in this section.

(1) This requirement may be met by maintaining a valid policy of insurance executed and delivered by a company authorized to carry on an insurance business, the financial responsibility of which company has been approved by the Chief Executive Officer. The terms of the policy shall provide that the insurance company assumes financial responsibility for injuries to persons or property caused by the operation of the for-hire vehicle in an amount determined by the Chief Executive Officer.

(2) The permit holder may also meet this requirement by obtaining a certificate of self-insurance for a specified amount approved by the Board and pursuant to the applicable provisions of the California Vehicle Code.

(b) A valid proof of insurance issued by the company providing the insurance policy required under Subsection (a) (1) of this section shall be filed with and approved by the Chief Executive Officer. This certificate shall provide that MTS is a named certificate holder and shall be placed in each vehicle, per California Vehicle Code Section 16020. It shall also provide that the insurer will notify MTS of any cancellation and that the cancellation notice be received at least thirty (30) days prior to cancellation of the policy. The certificate shall also state:

- (1) The full name of the insurer;
- (2) The name and address of the insured;
- (3) The insurance policy number;

- (4) The type and limits of coverage;
- (5) The specific vehicle(s) insured;
- (6) The effective dates of the certificate; and
- (7) The certificate issue date.

(Section 1.9 amended 11/12/2020)

(Section 1.9 amended 9/17/2015)

(Section 1.9 amended 11/14/2002)

Section 1.10 - Financial Ownership and Operating Records: Reporting Requirements

(a) Every person engaged in the business of operating a for-hire vehicle within the City under a permit granted by the Chief Executive Officer shall maintain:

(1) Financial records, including but not limited to the current executed taxicab driver lease agreement that includes all aspects of the business relationship between the permit holder and the lessee, and written receipts of all payments from lessee in accordance with good accounting practices;

(2) Ownership records; and

(3) Operating records in a form, and at intervals, which shall be determined from time to time by the Chief Executive Officer.

(b) Ownership and operating records shall be made available to the Chief Executive Officer upon demand at any reasonable time. The permit holder shall retain operating records for a minimum of six (6) months from the date the records are created.

(c) For purposes of this section, ownership records shall include, but are not limited to, the following:

(1) Copies of the Articles of Incorporation as filed ;

(2) Records identifying all corporate officers and members of the corporation's Board of Directors. A corporation shall report any change in corporate officers or members of its Board of Directors to MTS within ten (10) days of the effective date.

(3) A stock register recording the issuance or transfer of any shares of the corporate stock; and

(4) The registration cards issued by the State of California Department of Motor Vehicles to the vehicle owner for all for-hire vehicles operated under the authority of an MTS for-hire vehicle permit. Valid proof of registration shall be maintained in the vehicle at all times.

(d) For purposes of this section, operating records shall include, but are not limited to, the following:

(1) Typed or written dispatch records for taxicab companies which operate their own dispatch service;

(2) Any logs which a for-hire vehicle driver keeps describing the trips carried by a for-hire vehicle other than a taxicab;

(3) Copies of the daily trip log required by taxicab or LSV drivers under Section 2.4 (o); and

(4) Any other similar records.

(e) As a condition of permit renewal, upon permit renewal every permit holder shall file with the Chief Executive Officer a signed statement which shall report and attest to the accuracy of the following information:

(1) The individual name(s), business name, business mailing address, e-mail address, and telephone number of the permit holder(s);

(2) The name and address of all legal and registered owner(s) of the for-hire vehicle(s);

(3) The name and address of each person with a financial interest in the business which operates the vehicle(s);

(4) The year, manufacturer, model, vehicle identification number, license plate, and medallion number affixed to the permitted vehicle(s); and

(5) Proof of enrollment and names of any and all drivers enrolled in the DMV driver pull-notice program pursuant to Section 1.8(d) of this Ordinance.

(f) If the permit holder is an individual, the permit holder must email, mail or appear in person in the offices of MTS to file the statement; if the permit holder is a partnership, one of the partners must email, mail or appear in person in the offices of MTS to file the statement; if the permit holder is a corporation or LLC, an officer of the corporation, or a member of the LLC, authorized to represent the company, must email, mail or appear in person in the offices of MTS to file the statement. If email or mail is used, the email address or mailing address used by the permit holder must be an email address or mailing address that is on file with the Chief Executive Officer. Failure to produce the statement may result in permit suspension or denial of permit renewal.

(Section 1.10 amended 12/8/2022)

(Section 1.10 amended 11/12/2020)

(Section 1.10 amended 11/8/2018, effective 1/1/2019)

(Section 1.10 amended 5/12/2016)

(Section 1.10 amended 2/12/2015)

(Section 1.10 amended 8/7/2003)

(Section 1.10 amended 11/14/2002)

(Section 1.10 amended 6/24/1993)

Section 1.11 - Destruction, Permanent Replacement, Retirement or Inactive Status of For-Hire Vehicles

(a) Whenever a for-hire vehicle is destroyed, rendered permanently inoperative, is sold, or the permit holder is no longer the owner of the for-hire vehicle, the permit holder shall notify the Chief Executive Officer in writing within forty-eight (48) hours.

(b) If a taxicab permit holder plans to change where it is Substantially Located, the permit holder shall notify the Chief Executive Officer and the new jurisdiction in which it will become Substantially Located within six (6) months or as soon as practicable prior to making that change.

(c) A permit holder may place a for-hire vehicle under inactive status after written permission is obtained from the Chief Executive Officer. The following guidelines are to be used in granting permission for a for-hire vehicle to be placed and kept on inactive status:

- (1) No laps in payment of annual regulatory fees during any time of inactive status;
- (2) Permit must be in good standing (e.g. no pending disciplinary or enforcement action); and
- (3) Annual statement must be filed in accordance with Section 1.10(e).

(d) At any time a permit holder may bring a for-hire vehicle under inactive status back into service after written permission is obtained from the Chief Executive Officer. The following guidelines are to be used in granting permission to return a for hire vehicle under inactive status back to service:

- (1) Permit holder must notify Chief Executive Officer in writing of their intent to place their vehicle back into service;
- (2) Permit holder must show proof of a valid vehicle insurance policy as required by Section 1.9;
- (3) Permit holder must show proof of current vehicle registration;
- (4) Permit holder must show proof of current subscription to a dispatch service organization, if a taxicab; and
- (5) Vehicle must pass MTS required inspection.

(e) The Chief Executive Officer shall, as a matter of owner right, allow the replacement of a vehicle which is destroyed, rendered inoperative, sold or transferred, provided that the permit holder has complied with, and the for-hire vehicle is in conformance with, all applicable provisions of this Ordinance. An owner must remove the markings from the vehicle that indicate it is a taxicab or LSV before the owner disposes of it.

(Section 1.11 amended 2/14/2019)
(Section 1.11 amended 10/13/2016)
(Section 1.11 amended 8/7/2003)
(Section 1.11 amended 11/14/2002)
(Section 1.11 amended 2/13/1997)

Section 1.12 - Driver's Identification Cards

(a) No person shall drive or operate any for-hire vehicle under the authority of a permit granted under this Ordinance unless such person: displays a valid driver's identification card obtained annually through the Sheriff of the County of San Diego; or provides upon request a VDDP driver certificate with a commercial driver's license.

(b) No permit holder shall employ as a for-hire vehicle driver or operator any person who has not obtained a for-hire vehicle driver's identification card through the Sheriff of the County of San Diego or VDDP driver certificate with a commercial driver's license.

(c) No permit holder shall employ as a driver or operator any person whose privilege to operate a for-hire vehicle within the City has expired, or has been revoked, denied or suspended or prohibited.

(d) A driver may drive for more than one permit holder. The driver must, however, have on file with and accepted by the Sheriff of the County of San Diego, a separate application on forms provided by the Sheriff, for each permit holder with whom he has a current driving agreement. A driver may have on file with the Sheriff a maximum of four (4) such applications at any one time. It shall be unlawful for a driver to accept or solicit passengers for hire in the City or County while operating the taxicab or LSV of any permit holder for whom the driver does not have such an application on file with the Sheriff.

(e) No person shall drive or operate any for-hire vehicle, under the authority of a permit granted under this Ordinance unless such person has successfully completed an MTS-approved driver safety training course concerning driver safety rules and regulations, map reading, crime prevention, courtesy and professionalism, and compliance with the ADA. As determined by the Chief Executive Officer, a corresponding qualification examination may be required.

(f) No person who has received a notice of prohibition pursuant to Section 1.14, or whose privilege to operate a for-hire vehicle within the City has expired, or has been suspended, revoked or denied by the Sheriff, California Highway Patrol, or the Chief Executive Officer shall drive or operate a for-hire vehicle within the City.

(g) No for-hire vehicle driver's identification card shall be issued or renewed by the Sheriff to any of the following persons:

(1) Any person under the age of eighteen (18) years.

(2) Any person who has been convicted of a felony involving a crime of force or violence against any person, or the theft of property, unless five (5) years have elapsed since their discharge from a penal institution or satisfactory completion of probation for such conviction during which period of time their record is good.

(3) Any person who has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any infraction, misdemeanor, or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the driver to operate a for-hire vehicle business and transport passengers, unless five (5) years shall have elapsed from the date of discharge from a penal institution or the satisfactory completion of probation for such conviction.

(4) Any person who, within the five (5) years immediately preceding the processing of the application, has been convicted of or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation reasonably and rationally related to the for-hire vehicle industry or any similar business operation which would have authorized the suspension or revocation of the driver's identification card in accordance with Section 1.14 of this Ordinance.

(5) Any person who is required to register as a sex offender pursuant to the California Penal Code.

(6) Any person who has provided false information of a material fact in their application within the past five (5) years.

(7) No person shall obtain or renew a driver's identification card unless such person has successfully completed a driver safety training course approved by the Chief Executive Officer.

(8) When a driver permanently no longer drives for an MTS For-Hire Vehicle Administration permit holder, the permit holder shall report this to the Sheriff's Department within ten (10) calendar days.

(h) The Sheriff is authorized to issue temporary for-hire vehicle driver identification cards pending the approval or denial of an application for a regular for-hire vehicle driver identification card. No temporary for-hire vehicle driver identification card shall be issued without the satisfactory completion of a local law enforcement agency record check of the applicant. Any temporary identification card so issued shall be valid for a period not to exceed ninety (90) days or until the date of approval or denial of the application for a regular for-hire vehicle driver identification card, whichever shall occur first. The issuance of a temporary identification card hereunder shall not authorize the operation of a for-hire vehicle following the denial of the application while pending the resolution of any appeal otherwise provided for in Section 1.16 of this Ordinance. The Sheriff or the Chief Executive Officer shall establish nonrefundable filing fees to defray the costs of processing regular and temporary driver identification cards.

(Section 1.12 amended 12/8/2022)

(Section 1.12 amended 1/20/2022)

(Section 1.12 amended 11/12/2020)

(Section 1.12 amended 10/10/2019)

(Section 1.12 amended 11/8/2018, effective 1/1/2019)

(Section 1.12 amended 12/14/2017)

(Section 1.12 amended 5/12/2016)

(Section 1.12 amended 11/15/2012)

(Section 1.12 amended 8/7/2003)

(Section 1.12 amended 11/14/2002)

(Section 1.12 amended 9/24/1998)

(Section 1.12 amended 10/30/1997)

(Section 1.12 amended 11/9/1995)

Section 1.13 - Suspension and Revocation of Permit

(a) Permits may be suspended or revoked by the Chief Executive Officer at any time in case:

(1) The Chief Executive Officer finds the permit holder's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance.

(2) The permit holder fails to comply with the applicable provisions of this Ordinance.

(3) The drivers of the for-hire vehicle or vehicles fail to act in accordance with those provisions of this Ordinance which govern driver actions. The permit holder shall have

strict liability in this regard; however, this provision shall not restrict the Chief Executive Officer's ability to penalize a driver for violations of those provisions of this Ordinance which govern driver actions.

(4) The owner ceases to operate a for hire vehicle without having obtained written permission from the Chief Executive Officer.

(5) The permit holder is found to be operating a for-hire vehicle that is under inactive status.

(6) The for-hire vehicle or vehicles, if operated as a LSV or a taxicab, are operated at a rate of fare greater than the maximum rates of fare authorized by the Chief Executive Officer or posted on the taxicab or LSV pursuant to Section 2.2 (a) of this Ordinance.

(7) The for-hire vehicle or vehicles, if operated as a taxicab, are operated at a rate of fare greater than current maximum rate established by the Board pursuant to Section 2.2(a) of this Ordinance or the applicable rate provided to passenger pursuant to Section 2.4 (q) of this Ordinance.

(8) The permit holder fails to begin operating the for-hire vehicle for which the permit is first approved within ninety (90) days after the approval date.

(9) The permit holder has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any misdemeanor or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the applicant or permit holder to operate a for-hire vehicle business and transport passengers, unless the date of discharge from a penal institution or the satisfactory completion of parole or probation for such conviction has elapsed.

(10) The permit holder has been convicted of a crime that would require a person to register as a sex offender under the California Penal Code. For purposes of this section, a plea or verdict of guilty, a finding of guilt by a court, a plea of nolo contendere or a forfeiture of bail shall be considered a conviction.

(b) A permit holder shall be notified in writing within 10 working days when a credible complaint has been filed with the Chief Executive Officer by a member of the public where such complaint involves the permit holder, the driver of the permitted for-hire vehicle, or the dispatch service to which the permit holder is subscribed. It shall be the responsibility of the permit holder to investigate the complaint and report in writing to the Chief Executive Officer within 30 days the result of the investigation and any corrective action taken or proposed. Where the complainant has agreed to the sharing of their identity, the results of the investigation, findings, and actions shall be communicated to the complainant.

(c) In the event the Chief Executive Officer finds a permit holder has failed to responsibly respond to notification of complaints or to initiate corrective action, the Chief Executive Officer shall issue a notice of proposed adverse action to the permit holder. If the circumstances of the complaint or subsequent investigation so warrant, the Chief Executive Officer may issue a notice of adverse action to a driver independently of or in conjunction with any adverse action

proposed to the permit holder. The Chief Executive Officer shall refer to the Administrative Penalty Guidelines in determining a proposed adverse action.

(d) The permit holder or driver in receipt of a notice of proposed adverse action shall be given the opportunity to appear for an informal hearing before the Chief Executive Officer or designated representative. Failure to appear will constitute waiver of the hearing. Following the hearing or waiver thereof, the Chief Executive Officer shall issue the notice of adverse action if justified by the facts. If the Chief Executive Officer determines that the performance of the permit holder or driver involves criminal activity or constitutes a serious degradation of the public safety, convenience, or necessity, a notice of adverse action may be issued and the action effected without hearing.

(e) Upon a finding by the Chief Executive Officer that a permit holder falls within the provisions of this section, the permit holder or driver shall be notified that their permit has been subjected to an adverse action and that the matter is such that the action may be appealed. In lieu of an action provided for in the Administrative Penalty Guidelines, the Chief Executive Officer may impose a fine or a fine and a period of suspension for any violation(s) of this Ordinance.

(Section 1.13 amended 12/8/2022)
(Section 1.13 amended 1/20/2022)
(Section 1.13 amended 2/14/2019)
(Section 1.13 amended 11/8/2018, effective 1/1/2019)
(Section 1.13 amended 12/14/2017)
(Section 1.13 amended 10/13/2016)
(Section 1.13 amended 5/12/2016)
(Section 1.13 amended 8/7/2003)
(Section 1.13 amended 11/14/2002)
(Section 1.13 amended 6/24/1999)

Section 1.14 - Suspension and Revocation of Driver's Identification Cards

(a) Driver's identification cards issued by the Sheriff may be suspended or revoked by the Chief Executive Officer at any time in case:

- (1) The Chief Executive Officer finds the driver's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance; or
- (2) The driver fails to comply with the applicable provisions of this Ordinance; or
- (3) Circumstances furnish grounds for the denial, suspension, revocation or refusal to renew the driver's identification card by the Sheriff under the terms of the applicable Ordinance of the County of San Diego; or
- (4) Their California Driver's License is revoked or suspended; or
- (5) The driver is convicted of reckless driving or driving while under the influence of intoxicating liquors and/or narcotics; or
- (6) The driver has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any crime involving force and violence, or reasonably and rationally is related to the ability or integrity of the driver to operate a for-hire vehicle or transport passengers; or

(7) The driver has ever been convicted of a crime that requires registration under the California Penal Code as a sex offender.

(b) For purposes of Subsections (a) (1) through (a) (6) of this section, a plea of nolo contendere, or a forfeiture of bail shall be considered a conviction if it occurred within the five (5) years immediately preceding the date of application for a permit or identification card.

(c) Notwithstanding a driver's possession of a valid taxicab or LSV driver identification card, the Chief Executive Officer may deny, suspend, revoke, or refuse to renew the driver's privilege to operate a for-hire vehicle in the City if the driver falls within the provisions of this section. The Chief Executive Officer shall send a notice of prohibition the date postmarked to operate a taxicab or LSV to any holder of a Sheriff's driver identification card who is ineligible under Subsection (a) to operate a for- hire vehicle within the City limits. The notice of prohibition shall be appealable in accordance with Section 1.16.

(Section 1.14 amended 1/20/2022)

(Section 1.14 amended 10/10/2019)

(Section 1.14 amended 5/12/2016)

(Section 1.14 amended 8/7/2003)

(Section 1.14 amended 11/14/2002)

(Section 1.14 amended 6/24/1999)

Section 1.15 - Surrender of Medallion

(a) When a permit has been suspended or revoked, the operation of any for-hire vehicle authorized by such permit shall cease, and its medallion surrendered immediately to the Chief Executive Officer.

(Section 1.15 amended 11/14/2002)

Section 1.16 - Right of Administrative Appeal from Denial, Suspension or Revocation of Permit or Driver's Identification Card or Related Adverse Action

(a) The permit holder or driver shall be notified that they may file with the Chief Executive Officer a written administrative appeal ten (10) days after delivery of the notice of revocation or suspension, or the denial of a license, permit, or driver's identification card issued by the Sheriff, the notice of prohibition to operate or the imposition of a fine. The permit holder or driver shall set forth in the appeal the reasons why such action is not proper.

(b) If no administrative appeal is filed within the proper time, the permit or driver's identification card issued by the Sheriff shall be considered revoked, suspended or denied, and shall be surrendered, the fine be imposed, as applicable, or the notice of prohibition to operate take effect.

(c) Except as provided in Subsection (d), once an administrative appeal is filed, the revocation or suspension of the permit or driver's identification card issued by the Sheriff, the effect of the notice of prohibition to operate, or the imposition of the fine shall be stayed pending the final determination of the administrative appeal.

(d) If, in the Chief Executive Officer's opinion, the continued operation of a for-hire vehicle or possession of a driver's identification card issued by the Sheriff represents an unsafe condition for any passenger or pedestrian, the revocation or suspension of the related permit, driver's identification card, or the effect of any notice of prohibition to operate shall not be stayed. A

revocation or suspension of a permit imposed for failure to comply with Section 1.8 (g) or Section 1.9 is rebuttably presumed to represent an unsafe condition pending the determination of the appeal or the correction of the violation, whichever shall occur first. Notwithstanding, no medallion shall be reaffixed to a vehicle until the violation under Sections 1.8 (g) or 1.9 has been corrected.

(Section 1.16 amended 1/20/2022)

(Section 1.16 amended 11/12/2020)

(Section 1.16 amended 10/10/2019)

(Section 1.16 amended 8/7/2003)

(Section 1.16 amended 11/14/2002)

Section 1.17 - Procedure Upon Administrative Appeal

(a) When an appeal is filed, the Chief Executive Officer shall review the appeal, and based on additional information provided therein, may revise the findings and penalty; in accordance with the additional information provided; or cause the appeal to be assigned to a Hearing Officer, who shall expeditiously schedule the hearing before him/her.

(1) The Chief Executive Officer shall use California Department of General Services, Office of Administrative Hearings Administrative Law Judges as Hearing Officers. The assignment of Administrative Law Judges as Hearing Officers shall be determined by the California Department of General Services, Office of Administrative Hearings.

(2) The Hearing Officer shall be a member of the California State Bar and shall not be an MTS employee.

(b) The appellant and the Chief Executive Officer or designate shall each have the right to appear in person and be represented by legal counsel, to receive notice, to present evidence, to call and cross-examine witnesses under oath, and to present argument.

(c) An appellant may select an individual to interpret for them. MTS will not pay any costs or be held responsible for any aspect of the interpreter's ability to accurately interpret the hearing.

(1) The Hearing Officer shall have the power to compel attendance of witnesses and documents by subpoena, in accordance with state law.

(2) The formal rules of evidence need not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible. Hearsay evidence may be considered by the Hearing Officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence. The formal exceptions to the hearsay rule shall apply.

(d) The Chief Executive Officer shall promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.

(e) The decision of the Hearing Officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.

(f) If the Hearing Officer decides to suspend or revoke a permit or driver's identification card, the appellant shall immediately surrender the medallion or driver's identification card to the Chief Executive Officer.

(Section 1.17 amended 5/12/2016)

(Section 1.17 amended 11/15/2012)

Section 1.18 - Exceptions to Provisions

(a) The provisions of this Ordinance do not apply to:

(1) a vehicle properly licensed under the jurisdiction of the California Public Utilities Commission (CPUC) unless such vehicle also provides transportation services regulated by MTS under this Ordinance;

(2) public transit vehicles owned, operated, or contracted for by MTS and operators and drivers of such vehicles;

(3) a vehicle properly licensed by the State or County as an ambulance, and its driver if properly licensed by the California Highway Patrol pursuant to Vehicle Code section 12527 (i.e. for-hire driver for an ambulance); or

(4) a vehicle properly regulated by the California Highway Patrol pursuant to Vehicle Code sections 34500 et seq. (i.e. bus, schoolbuses, school pupil activity buses, or youth buses), and its driver if properly licensed by the California Highway Patrol pursuant to Vehicle Code sections 12523.6 (i.e. for-hire driver of vehicles for developmentally disabled) or 12517.3 (i.e. for-hire driver for a schoolbus, school pupil activity bus, or youth bus).

(b) For compliance purposes, MTS inspectors may inspect all vehicles listed in Section 1.18 (a) to ensure they are not exceeding the authority granted by their license or operating as unlicensed private- hire transportation provider.

(Section 1.18 amended 10/10/2019)

(Section 1.18 amended 12/14/2017)

(Section 1.18 amended 5/12/2016)

(Section 1.18 amended 11/15/2012)

(Section renumbered to 1.18 9/24/1998)

(Section 1.17 amended 1/12/1995)

(Section 1.17 amended 6/24/1993)

Section 1.19 - Chief Executive Officer's Authority to Adopt Rules and Promulgate a Schedule of Fines

(a) Except where Board action is specifically required in this Ordinance, the Chief Executive Officer may adopt any rules and regulations reasonable and necessary to implement the provisions of this Ordinance. The Chief Executive Officer shall promulgate a schedule of administrative fines and penalties for violations of this Ordinance in lieu of the revocation or suspension of a permit or identification card issued by the Sheriff, a copy of which schedule shall be filed with the Clerk of the Board.

(Section 1.19 amended 10/10/2019)

(Section renumbered to 1.19 9/24/1998)

Section 1.20 - Americans with Disabilities Act

(a) Permit holders, vehicles, and drivers are required to comply with the requirements of the federal Americans with Disabilities Act (ADA), and ADA regulations are hereby incorporated into MTS Ordinance No. 11 by reference. A violation of ADA requirements is a violation of this Ordinance and subject to a fine or suspension or revocation or a combination.

(Section renumbered to 1.20 9/24/1998)

(Section 1.19(a) was added 4/10/1997)

SECTION 2.0 - TAXICABS AND/OR LSVs

Section 2.1 - Types of Service

(a) A taxicab or LSV is authorized to provide exclusive ride and group ride service.

(Section 2.0 and 2.1 amended 8/7/2003)

Section 2.2 - Rates of Fare

(a) After a noticed and open public hearing of the Taxicab Advisory Committee, MTS shall establish a maximum rate of fare for exclusive ride and group ride hire of taxicabs and/or LSVs. A permit holder may petition the Board for any desired change in the maximum taxicab or LSV rates for exclusive ride and/or zone rates and group ride hire.

(b) Taxicab trips from San Diego International Airport shall not be charged more than the authorized maximum rate of fare. Notwithstanding, rates for trips originating at the airport may include an extra charge equal to the Airport Access Fee assessed against the individual taxicab operator by the San Diego County Regional Airport Authority. The extra may not be charged on any trip that does not originate at the airport or on any trip where the taxicab operator does not pay the fee to the San Diego County Regional Airport Authority. The extra charge may only be charged to the passenger by visually identifying the Airport Access Fee on the taxicab meter. A driver may not verbally request payment. All taxicabs utilizing the Airport Access Fee must have a decal, approved by the Chief Executive Officer and the County of San Diego Office of Weights and Measures. The decal shall identify and accurately describe the extra charge consistent with regulatory requirements.

(c) All taxicabs shall accept major credit cards including, but not limited to, VISA, MasterCard, American Express, and Discover. Credit Card fees shall not be passed onto passengers.

(d) The taxicab permit holder or taxicab driver shall disclose fares, fees or rates to the passenger. The taxicab permit holder or taxicab driver may disclose by website, mobile telephone application or telephone orders.

(e) It shall be unlawful for a permit holder or driver to operate any taxicab in the City or County, unless the vehicle is equipped with a Taximeter that meets the requirements of the State of California.

(1) If Hard Meter, each taxicab permit holder shall have the Taximeter set by properly licensed personnel for the rate that he/she will charge and have the Taximeter sealed and inspected.

(2) If Soft Meter, a certificate of approval must be provided by the California Department of Food and Agriculture Division of Measurement Standards

(3) The Taximeter shall calculate fares upon the basis of a combination of mileage traveled and time elapsed. When operative with respect to fare indication, the fare-indicating mechanism shall be actuated by the mileage mechanism whenever the vehicle is in motion at such a speed that the rate of mileage revenue equals or exceeds the time rate, and may be actuated by the time mechanism whenever the vehicle speed is less than this, and when the vehicle is not in motion.

(4) Waiting time shall include all time when a taxicab occupied or engaged by a passenger is not in motion or is traveling at a speed which is slow enough for the time rate to exceed the mileage rate. Waiting time will also include the time consumed while standing at the direction of the passenger or person who has engaged the taxicab.

(5) It shall be the duty of every permit holder operating a taxicab to keep the Taximeter in proper condition so that the Taximeter will, at all times, correctly and accurately indicate the charge for the distance traveled and waiting time. The Taximeter shall be at all times subject to the charge for the distance traveled and waiting time.

(6) The Taximeter shall be at all times subject to inspection by an MTS inspector or any peace officer. The MTS inspector or peace officer is hereby authorized at their instance or upon complaint of any person to investigate or cause to be investigated the Taximeter, and upon discovery of any inaccuracy in the Taximeter, or if the Taximeter is unsealed, to remove or cause to be removed the vehicle equipped with this taximeter from the streets of the City until the Taximeter has been correctly adjusted and sealed. Before being returned to service, the vehicle and Taximeter must be inspected and approved by the Chief Executive Officer.

(7) Any device repairperson who places into service, repairs, or recalibrates a Taximeter shall record the tire size and pressure of the drive wheels of that vehicle, as tested, on the repair person's sticker.

(8) It shall be the duty of the permit holder to ensure the proper device repair person's sticker is affixed to the Taximeter and to ensure the tires are the proper size.

(f) It shall be unlawful for any driver of a taxicab, while carrying exclusive or group ride passengers, to display the flag or device attached to the Taximeter in such a position as to denote that the vehicle is for hire, or is not employed, or to have the flag or other attached device in such a position as to prevent the Taximeter from operating. It shall be unlawful for any driver to throw the flag into a position which causes the Taximeter to record when the vehicle is not actually employed, or to fail to throw the flag or other device into non-recording position at the termination of each and every service.

(g) The Taximeter shall be so placed in the taxicab that the reading dial showing the amount of fare to be charged shall be well-lighted and easily readable by the passenger riding in such taxicab.

(h) It shall be unlawful for any permit holder and/or driver of a taxicab or LSV to demand of a passenger a charge for hire which is greater than the current maximum rate approved by the Board pursuant to Section 2.2 (a) or (b) of this Ordinance.

(i) Except as provided in this section, it shall be unlawful for any permit holder and/or driver to demand of a passenger a charge for hire which is greater than the authorized maximum rate pursuant to Section 2.2 (a) of this Ordinance.

(j) Nothing in this Ordinance shall preclude a dispatch service, permit holder, or driver from agreeing with prospective passenger(s) to a rate of fare which is equal to or less than the maximum rates of fare if the agreement is entered into in advance of the passenger(s) hiring the taxicab for the trip. To ensure the fare agreement is equal to or less than the maximum rates of fare, the taximeter shall remain in recording position until the termination of the trip.

(Section 2.2 amended 1/20/2022)

(Section 2.2 amended 12/12/2019)

(Section 2.2 amended 11/8/2018, effective 1/1/2019)

(Section 2.2 amended 12/14/2017)

(Section 2.2 amended 5/12/2016)

(Section 2.2(c)(2) amended 11/15/2012)

(Section 2.2(b) amended 4/19/2012)

(Section 2.2 amended 8/7/2003)

(Section 2.2 amended 5/8/2003)

(Section 2.2 amended 11/14/2002)

(Section 2.2 amended 6/24/1999)

(Section 2.2 amended 9/24/1998; Section 2.2c operative May 1, 1999)

(Section 2.2 amended 10/30/1997)

(Section 2.2 amended 4/10/1997)

Section 2.3 - Equipment and Specifications

(a) No taxicab shall be operated until the taximeter thereon has been inspected, tested, approved and sealed, if applicable, by an authorized representative of the State of California, and thereafter so maintained in a manner satisfactory to the Chief Executive Officer.

(b) Each taxicab may be equipped with a device which plainly indicates to a person outside the taxicab whether the taximeter is in operation or is not in operation.

(c) Mandatory Exterior Markings: The permit holder must display one of the following exterior markings schemes on each taxicab:

(1) Exterior Marking Scheme 1: The following must be displayed if in use of Exterior Marking Scheme 1:

(A) The permit holder's trade name shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both rear doors or both rear quarter panels utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line.

(B) The medallion number shall be painted or permanently affixed, on both rear doors or both rear quarter panels, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer

pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability.

(2) Exterior Marking Scheme 2: The following must be displayed if in use of Exterior Marking Scheme 2:

(A) The permit holder's trade name shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both front doors utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line.

(B) The medallion number shall be painted or permanently affixed, on both front doors, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.

(C) The permit holder's trade name and medallion number shall be painted or permanently affixed on the rear of the taxicab, four (4) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. In the event the rear of the vehicle does not have four inches of vertical space for the trade name and medallion number, the rear lettering may be less than four inches, provided that it is easily readable from a distance of 50 feet.

(3) Exterior Marking Scheme 3: Shall only apply to taxicab vehicles with an unladen weight of 6,000 pounds or less. The following must be displayed if in use of Exterior Marking Scheme 3::

(A) The permit holder's trade name shall be permanently affixed to the upper edge of the front and rear windshields and lower part of both left and right rear windows, three (3) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color to produce maximum contrast adequately spaced for maximum readability.

(B) The medallion number shall be permanently affixed on the upper right side of the front windshield, upper left part of the rear windshield, and both right and left rear glass panels. The Medallion number shall be a minimum of (4) inches high utilizing "Univers" or other Chief Executive Officer pre-approved font any in any solid color to produce maximum contrast adequately spaced for maximum readability.

(d) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on their taxicab which must be posted only at the specific location and in the size noted.

(1) Trade Name Logo. If the permit holder chooses to display their trade name logo, the trade name logo shall be posted on the rear portion of both side rear quarter panels or bottom parts of the front or rear windshields farthest removed from the driver. The logo shall not exceed (6) six inches in diameter.

(2) Dispatch Service Provider. If the permit holder chooses to display the dispatch service provider name or logo, the dispatch service provider name or logo cannot utilize the words "cab" or taxi." The dispatch service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.

(3) Dispatch Service Telephone Number. If permit holder chooses to display the dispatch service telephone number, the telephone number must be no more than three (3) inches in height and posted on the top front portion of both front side quarter panels or lower part of left and right rear windows

(4) "Driver Carries Only \$_____ Change". If the permit holder chooses to post "Driver Carries only \$_____ Change", postings must be located only on rear quarter panels near the rear door but clear of the rates of fare.

(5) "Leased to Driver". If permit holder chooses to post "Leased to Driver," it must be posted only on both side rear quarter panels near the rear door but clear of the rate of fares in lettering no larger than 1 inch.

(6) Body Numbers. If the permit holder chooses to post an internally assigned body number, different from the medallion number, the body number shall be posted in one (1) inch numerals on the front and rear bumpers.

(e) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.

(f) All taxicabs shall be equipped and operated so that they may be dispatched by two-way radio or two-way electronic communication, monitored by a dispatcher, in response to a telephone or other request for service by a prospective passenger.

(1) Means of dispatch device must be turned on, and audible to driver, at all times the taxicab is in service.

(2) Dispatch equipment, such as a two-way radio, cellular phone or tablet, shall be securely mounted within the vehicle in such a way to be visible to peace officers and MTS inspectors and allow for hands-free operation while the vehicle is in motion.

(g) If radio dispatch capability is utilized, the dispatch service must abide by the following: the radio dispatch capability described in paragraph (d) of this section must be provided so as to conform to the regulations of the Federal Communications Commission (FCC) pertaining to Land Transportation Radio Services. Failure to conform to those regulations will additionally constitute a failure to meet the requirements of this section.

(1) The current valid FCC license shall be on file with MTS.

(2) Taxicab permit holder shall provide current proof the radio or electronic device has passed inspection by an MTS-approved inspector.

(3) Taxicab radios shall have the capability to receive or transmit only on frequencies specified in the FCC license of the radio service subscribed to by the permit holder.

(h) Each permit holder shall equip each permitted taxicab with a device capable of electronically processing credit card transactions. The device must be visible to all passengers and

must allow the passenger to operate the payment device independently of the driver, without having to hand the credit card to the driver. The device must be fully operational at all times. The permit holder dispatch service, or driver shall be the merchant of record associated with the device. Any means of electronic credit card acceptance is acceptable so long as it complies with the provisions set forth in Section 1.8 (s).

(Section 2.3 amended 1/20/2022)

(Section 2.3 amended 11/12/2020)

(Section 2.3 amended 12/12/2019)

(Section 2.3 amended 11/8/2018, effective 1/1/2019)

(Section 2.3 amended 12/14/2017)

(Section 2.3 amended 10/13/2016)

(Section 2.3 amended 5/12/2016)

(Section 2.3 amended 2/12/2015)

(Section 2.3 amended 11/15/2012)

(Section 2.3 amended 6/27/2002)

(Section 2.3 amended 9/24/1998; Section 2.3c operative May 1, 1999)

(Section 2.3 amended 6/27/1991; effective 7/27/1991)

(Section 2.3 amended 4/10/1997)

Section 2.4 - Operating Regulations

(a) Operating regulations shall be promulgated and adopted from time to time by resolution of the Board. These resolutions will have the force of law and will be published and processed as though set forth in this Ordinance.

(b) Any driver employed to transport passengers to a definite point shall take the most direct route possible that will carry the passenger to the destination safely and expeditiously.

(c) A failure of the driver of any taxicab or LSV to assist a passenger with the loading or unloading of a reasonable size, number, and kind of passenger luggage or other items, when requested to do so, shall be specifically defined as a violation of this section.

(1) A driver is not required to lift any single piece of passenger luggage or other item that exceeds 25 pounds in weight. The requirement for loading or unloading assistance shall be limited to retrieval from or deposit onto the nearest curbside adjacent to the legally parked taxicab or LSV. A sign in the form of a transparent decal may be affixed to the rear-door, side window stating that, "DRIVER IS NOT REQUIRED TO LOAD LUGGAGE IN EXCESS OF 25 POUNDS PER ITEM OR OF A SIZE OR KIND THAT WILL NOT SAFELY FIT IN THE DESIGNATED LUGGAGE AREA OF THIS VEHICLE."

(2) A driver with a disability that prevents them from handling items as defined in subsection (1) above must receive prior approval from MTS and provide supporting documentation of such a disability. After receiving MTS approval, a driver may affix a small sign either in the passenger section of the vehicle to be clearly visible to a rear seat passenger or on the inside of the trunk cover lid stating that, "DRIVER HAS DISABILITY THAT PREVENTS HANDLING OF LUGGAGE."

(d) It shall be unlawful for taxicab operators to refuse or discourage a prospective or actual fare based upon trip length within City or County, or method of payment. Driver shall not refuse payment by credit card.

(1) A vehicle designated as an LSV may refuse a prospective or actual fare if the trip distance is outside allowed areas of operations.

(2) A failure to promptly dispatch (within the standards required by Sections 2.6(a)(1), (2), and (3) of this Ordinance), or any action by a driver of any taxicab or LSV to refuse or discourage a prospective or actual passenger who must transport foodstuffs or who must meet a medical appointment, irrespective of trip length, shall be specifically defined as a violation of this section so long as that prospective passenger has notified the dispatch service of this circumstance at the time a request for taxi service was made.

(e) No driver of any taxicab or LSV shall stop, park, or otherwise leave standing a taxicab or LSV on the same side of the street in any block in which taxicabs or LSVs are already stopped, parked, or otherwise standing except the taxicab or LSV may actively unload in a passenger loading zone or be parked in a marked taxi/LSV stand.

(f) No driver shall stop, park or otherwise leave standing a taxicab or LSV within one-hundred (100) feet of any other taxicab or LSV except in a marked taxi/LSV stand or while actively loading or unloading passengers.

(g) An out-of-service sign must be displayed when the taxicab or LSV is not available for hire and is being operated or is lawfully parked for purposes of maintenance, inspection, or personal use. The sign must be placed in a location in the vehicle that is clearly visible from the exterior of the vehicle. The sign must be of durable material and written in block letters in black ink and easily readable from a distance of not less than ten (10) feet.

(h) A taxicab driver may seek passengers by driving through any public street or place without stops, other than those due to obstruction of traffic, and at such speed as not to interfere with or impede traffic.

(i) It shall be unlawful, however, for the driver to seek passengers by stopping at or driving slowly in the vicinity of an entertainment center or transportation center or any other location of public gathering, in such a manner as to interfere with public access to or departure from that center or location, or so as to interfere with or impede traffic.

(j) It shall also be unlawful for a taxicab or LSV driver, having parked and left their taxicab or LSV, to solicit patronage among pedestrians on the sidewalk, or at any entertainment center, transportation center, or other location of public gathering.

(k) No person shall solicit passengers for a taxicab or LSV other than the driver thereof; however, the Chief Executive Officer may authorize a dispatcher to solicit passengers and assist in loading passengers at such times and places as, in their discretion, public service and traffic conditions require.

(l) It shall be unlawful for the driver or operator of any taxicab or LSV to remain standing in any established taxicab or LSV stand or passenger loading zone, unless the driver or operator remains within twelve (12) feet of their taxicab or LSV, except when the driver or operator is actually engaged in assisting passengers to load or unload.

(m) Only paying passengers and persons specifically authorized by the Chief Executive Officer may occupy a taxicab or LSV that is already occupied by a paying passenger. No driver, once a paying passenger has occupied the taxicab or LSV, shall permit any other nonpaying passenger to occupy or ride in the taxicab or LSV.

(n) It shall be unlawful to respond to a call for service dispatched to another operator except when an LSV refers service to another operator because the trip distance is outside of the approved area of jurisdiction.

(o) The taxicab or LSV driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name, taxicab or LSV number, date, time, beginning odometer reading, starting and ending locations, type of service provided, and fare paid for each trip provided.

(1) The daily trip log shall consist, at a minimum, of a five- by seven-inch paper form retained on a stiff-board writing surface with ruled lines and columns sufficient to contain the required information. All entries will be in black or dark blue ink, block letters, and be clearly legible. Colored paper that is lightly shaded is allowed provided there is sufficient contrast for entries to be easily read. Onboard electronically generated reports that meet the legibility requirements are acceptable.

(2) The driver shall deliver trip logs to the permit holder upon request or at a weekly interval, whichever is less.

(3) If a taxicab, the trip log shall be retained for at least 18 months.

(p) All operating regulations set forth in Section 1.8 apply.

(q) The permit holder or the driver of the taxicab shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, with an application of a mobile phone, device, or other internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

(Section 2.4 amended 1/20/2022)
(Section 2.4 amended 11/8/2018, effective 1/1/2019)
(Section 2.4 amended 12/14/2017)
(Section 2.4 amended 10/13/2016)
(Section 2.4 amended 5/12/2016)
(Section 2.4 amended 2/12/2015)
(Section 2.4 amended 11/15/2012)
(Section 2.4 amended 8/7/2003)
(Section 2.4 amended 11/14/2002)
(Section 2.4 amended 6/24/1999)
(Section 2.4 amended 2/13/1997)
(Section 2.4 amended 6/27/1991; effective 7/27/1991)

Section 2.5 - Stands

(a) The Chief Executive Officer may establish, locate and designate shared use taxicab/LSV stands for one or more taxicabs/LSVs, which stands when so established shall be appropriately designated "Taxis/LSVs Only." The operating regulations of this Ordinance shall apply to such stands and to taxicab/LSV stands established by the San Diego Unified Port District in areas under its jurisdiction within the City.

(b) Each taxicab or LSV stand established hereunder may be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer.

(c) Any individual, partnership, association, or other organization may petition MTS requesting that a new taxicab/LSV stand be established, or that the location of an existing taxicab/LSV stand be changed to another location. A nonrefundable filing fee to be determined by the Chief Executive Officer must be paid at the time the petition is submitted.

(d) It shall be unlawful for a vehicle other than a taxicab or LSV with a proper MTS taxicab or LSV permit to occupy a taxi/LSV stand.

(e) LSVs may only occupy taxicab stands that are specially signed, designated their approved use.

(Section 2.5 amended 11/15/2012)

(Section 2.5 amended 8/7/2003)

Section 2.6 - Dispatch Services

(a) In order to provide taxicab dispatch service required by Section 2.3(d, e), the dispatch service organization adding or changing subscribers after July 1, 1991 shall establish and conform to written policies and procedures concerning the following:

- (1) Standard time elapse for answering the telephone service-request line(s).
- (2) Standard time elapse for the taxicab's arrival at requested pick-up location.
- (3) Passenger's request for a specific driver ("personals").
- (4) Additional two-way communication devices (mobile or cellular phones) in taxicabs
- (5) Lost and found for passengers' items.
- (6) Assignment of vehicle body numbers.
- (7) Immediately notify the permit holder of all lost items and inquiries.

Current written policies and procedures shall be available to subscribers from the radio dispatch organization, and on file with MTS.

(b) Dispatch service organizations shall, be able to receive and respond to service requests or other operational questions 24 hours a day, have dispatch staff on duty for lost and found pick-ups and drop offs during reasonable hours or by appointment, at a preapproved physical commercial business location, answer telephone-request line(s), properly dispatch those requests to all members, provide radio response to all licensed radio frequencies/channels, and respond to direct requests from drivers, permit holders, and MTS as well as law enforcement and local regulatory agencies.

(c) Dispatch services shall keep written records of all requests for taxi service, calls dispatched, and the time(s) each taxicab goes in and out of service. These records shall be kept on file for a minimum of six (6) months, and made available to MTS, upon request.

(d) No person, partnership, corporation, association, other organization providing radio or other dispatch service shall dispatch a request for service to a driver, owner, or vehicle unless the driver, owner, and vehicle are properly licensed to provide the service requested.

(e) The Chief Executive Officer may, at any time, revoke or suspend the taxicab privileges of or fine any person, partnership, corporation, association, other organization providing radio or other dispatch service that violates a provision of this ordinance.

(Section 2.6 amended 11/12/2020)

(Section 2.6 amended 11/8/2018, effective 1/1/2019)

(Section 2.6 amended 12/14/2017)

(Section 2.6 amended 10/13/2016)

(Section 2.6 amended 11/15/2012)

(Section 2.6 amended 8/7/2003)

(Section 2.6 amended 9/24/1998)

(Section 2.6 added 6/27/1991; effective 7/27/1991)

Section 2.7 - Driver Safety Requirements

(a) No taxicab vehicle shall be operated unless such vehicle is equipped with an emergency signaling or any other emergency electronic communication device approved by the Chief Executive Officer.

(b) No taxicab vehicle may be operated with window tinting, shades, or markings that could interfere with a clear view of the cab interior from the outside, unless equipped by the vehicle manufacturer and approved by an MTS inspector.

(c) Taxicab dispatch services required by Section 2.3 shall at all times have a dispatch staff person on duty who has successfully completed a driver safety training course approved by the Chief Executive Officer.

(d) The use of a cellular phone or other similar electronic device by drivers is prohibited at all times when the vehicle is in motion. Otherwise, California Vehicle Code rules apply.

(Section 2.7 amended 11/12/2020)

(Section 2.7 amended 11/8/2018, effective 1/1/2019)

(Section 2.7 amended 12/14/2017)

(Section 2.7 amended 10/13/2016)

(Section 2.7 amended 5/12/2016)

(Section 2.7 amended 11/15/2012)

(Section 2.7 amended 8/7/2003)

(Section 2.7 added 9/24/1998)

Section 2.8 – Prearranged Trips by Taxicabs

(a) A Prearranged Trip shall mean a trip using an online enabled application, dispatch or Internet Web site.

(b) A MTS taxicab permit holder may provide Prearranged Trips anywhere within San Diego County.

(c) A taxicab not permitted by MTS, but permitted by another authorized agency within San Diego County, may provide Prearranged Trips within City or County. MTS will not require such a taxicab to apply for a permit with MTS if the taxicab is not Substantially Located in City or County. MTS will require such a taxicab to comply with mechanical safety regulations within Section 1.8 (g) as a public health, safety and welfare measure.

(Section 2.8 amended 11/12/2020)
(Section 2.8 amended 2/14/2019)
(Section 2.8 added 11/8/2018, effective 1/1/2019)

SECTION 3.0 - CHARTER VEHICLES

Section 3.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for charter services.

(b) If a permit holder desires to change the rates of fare being charged for charter services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for charter services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(d) The rates of fare shall be established by a prearranged written contract on a per-mile or per-hour basis.

(Section 3.1 amended 1/20/2022)
(Section 3.1 amended 4/10/1997)

Section 3.2 - Operating Regulations

(a) It shall be unlawful for any charter vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.

(b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.

(c) The charter for-hire vehicle driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name and the medallion number on the vehicle. In addition, the trip log shall identify the scheduling parties by name, date, and time of the prearranged hire. If the trip is medical in nature, the passenger's name may be omitted.

(d) All other operating regulations defined in Section 1.8 apply.

(Section 3.2 amended 12/14/2017)
(Section 3.2 amended 11/14/2002)

SECTION 4.0 - SIGHTSEEING VEHICLES

Section 4.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder of sightseeing vehicle services.

(b) If a permit holder desires to change the rates of fare being charged for sightseeing services during any calendar year, the permit holder shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said changes.

(c) No permit holder shall charge any rate of fare for sightseeing services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(d) The rate of fare shall be established on a per capita or per event basis.

(Section 4.1 amended 11/8/2018, effective 1/1/2019)
(Section 4.1 amended 4/10/1997)

Section 4.2 - Operating Regulations

(a) It shall be unlawful for any sightseeing vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.

(b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.

(c) All other operating regulations defined in Section 1.8 apply, except Section 1.8 (x).

(Section 5.0 amended 11/12/2020)

SECTION 5.0 - NONEMERGENCY MEDICAL VEHICLES

Section 5.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for nonemergency medical vehicle services.

(b) If a permit holder desires to change the rates of fare being charged for nonemergency medical vehicle services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for nonemergency medical vehicle services unless said rates are on file with the Chief Executive Officer as aforesaid.

(d) The rate of fare for exclusive ride service shall be established on a per capita plus per mile basis.

(e) The rates of fare for shared ride service shall be established on a per capita plus per mile basis, or on a per capita plus per zone basis.

(Section 5.1 amended 1/20/2022)
(Section 5.1 amended 12/14/2017)
(Section 5.1 amended 4/10/1997)

Section 5.2 - Operating and Equipment Regulations

(a) It shall be unlawful for any nonemergency medical vehicle to remain standing on any public street in the City, except when enabling passengers to load or unload.

(b) All other operating regulations defined in Section 1.8 apply.

(c) Special equipment on a nonemergency medical vehicle shall, at all times the vehicle is in operation, be in proper working order. Such vehicles equipped with wheelchair ramps or lifts shall have proper device(s) to secure each wheelchair on board.

(d) The permit holder is responsible for ensuring that the driver of a nonemergency medical vehicle is properly trained:

(1) in the use of any of the vehicle's special equipment;

(2) concerning supervision of or assistance to the disabled passengers whom the driver is to transport.

(Section 5.2 amended 6/22/1995)
(Section 5.2 amended 6/24/1993)

Section 5.3 - Driver Identification Cards

In addition to the requirements set forth in Section 1.12, nonemergency medical vehicle drivers shall acquire and maintain valid proof of proper first-aid and CPR training.

(Section 5.3 added 6/24/1993)

SECTION 6.0 - JITNEY VEHICLES

Section 6.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for jitney services.

(b) If a permit holder desires to change the rates of fare being charged for jitney services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for jitney services unless said rates are on file with the Chief Executive Officer and duly displayed.

(d) The rates of fare shall be established on a per capita basis.

(Section 6.1 amended 1/20/2022)

(Section 6.1 amended 11/8/2018, effective 1/1/2019)
(Section 6.1 amended 4/10/1997)

Section 6.2 - Jitney Routes

(a) A permit holder who wishes to provide a fixed route service shall apply to the Chief Executive Officer for authorization to serve a defined route with a specific vehicle. No for-hire vehicle may be operated as a jitney until it has met all other requirements of this Ordinance and has been approved for service on a specific fixed route. A jitney may be authorized to serve more than one route; however, a jitney may provide fixed route service on only those routes which the Chief Executive Officer has approved in writing for that vehicle.

(b) The application for a fixed route shall be in writing and shall contain the following information:

- (1) A description of the vehicle(s) which will be utilizing the route;
- (2) A detailed written description of the route, to include starting location, ending location, and the street name and direction of travel for all streets to be used in the route;
- (3) A map in sufficient detail to clearly indicate the proposed route;
- (4) The fare to be charged; and
- (5) Such other information as the Chief Executive Officer may, in their discretion, require.

(c) Upon approval of a fixed route by the Chief Executive Officer, the permit holder shall display a representation of the route, the fare, and the permit holder's trade name on each side of the vehicle in letters large enough to be easily read by potential customers in accordance with the standards established by the Chief Executive Officer under Section 6.5 of this Ordinance. Only one (1) route may be displayed on a vehicle at any time.

(d) If a permit holder wishes to alter their approved fixed route(s), they must apply in writing to the Chief Executive Officer, submitting the information required in Section 6.2 (b).

(e) The Chief Executive Officer may, in their discretion, place conditions on the approval of fixed routes.

(f) The Chief Executive Officer may change a route that has been approved previously when the Chief Executive Officer finds it necessary to do so. A change of route may be necessary when a street has been closed temporarily or permanently because of construction, or the direction of a street has been changed, or a street has been vacated, or for similar reasons as determined by the Chief Executive Officer. The Chief Executive Officer shall notify in writing any permit holder whose route has been changed. The Chief Executive Officer's change of a route is subject to appeal under Section 1.16 of this Ordinance.

(g) Except as provided for within this subsection, an approved fixed route may not be transferred to another vehicle or permit holder. A permit holder may receive approval for a vehicle that is replacing a jitney already in service to use the approved fixed routes of the replaced vehicle.

(h) A permit holder may apply for a non-fixed, flexible route within an MTS determined geographic boundary and operational timeframe that MTS determines to be beneficial to

passengers and businesses located within such boundaries. The application for a non-fixed, flexible route shall be in writing and shall contain the following information:

- (1) A description of the vehicle(s) which will be utilizing the route;
- (2) A map in sufficient detail to clearly indicate the proposed operation within the MTS approved geographic boundary;
- (3) The fare to be charged; and
- (4) Such other reasonable information as the Chief Executive Officer may, in their discretion, require.

(Section 6.2 amended 1/20/2022)

(Section 6.2 amended 11/12/2020)

(Section 6.2 amended 11/14/2002)

Section 6.3 – Operating Regulations

(a) It is unlawful for any jitney to remain standing on any public street in the City, except when enabling passengers to load or unload, or except when standing in a jitney holding zone for the time period established by MTS.

(b) It is unlawful for any person including, but not limited to, a jitney owner, driver, or agent thereof, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway, airport, or light rail transit station.

(c) A peace officer or MTS inspector may authorize a dispatcher to solicit passengers and assist with loading passengers at such times and places as, in his/her discretion, public service and traffic conditions require.

(d) Except when a driver or operator is actually engaged in assisting passengers to load or unload, a jitney driver or operator must remain within twelve (12) feet of his/her jitney while the jitney is in service.

(e) It is unlawful for a jitney vehicle to operate a fixed route service on other than that route designated by the Chief Executive Officer.

(f) It shall be unlawful for a jitney driver to load or unload passengers in any place other than an authorized jitney stop, bus stop, or passenger loading zone.

(g) All other operating regulations defined in Section 1.8 apply.

(Section 6.3 amended 11/14/2002)

Section 6.4 - Jitney Holding Zones

(a) The Chief Executive Officer may, by resolution, locate and designate holding zones for one (1) or more jitneys, which holding zones when so established, shall be designated by appropriate signs. The operating regulations of Section 6.3 shall apply to any holding zones so established, and to holding zones established by the San Diego Unified Port District in areas under its jurisdiction. The Chief Executive Officer may, by their discretion, establish the maximum number of jitneys permitted to remain standing at one time in a holding zone.

(b) Each holding zone established hereunder shall be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer. The Chief Executive Officer shall adopt written standards to determine whether to allow holding zones to be in operation fewer than twenty-four (24) hours every day. If a holding zone is to be in operation fewer than twenty-four (24) hours every day, the Chief Executive Officer shall cause signs to be posted at or near the holding zone indicating the hours and days of operation.

(c) The Chief Executive Officer may, on their own motion, establish holding zones.

(d) Any individual, partnership, corporation, association or other organization may petition MTS requesting that a new holding zone be established. The petition must be filed in writing with the Chief Executive Officer or his/her designee. The petition must state the reason for the request and the proposed location(s). The Board may approve, deny, or modify the request.

(e) Whether initiated by the Chief Executive Officer under Subsection (c) of this section or by persons described in Subsection (d) of this section, before any holding zone is established, the proposed location of any holding zone must be reviewed by the Traffic Engineer of the City. The Traffic Engineer shall report his/her recommendations to approve, deny, or modify the proposed location in writing to the Chief Executive Officer. The Traffic Engineer's report shall include a statement of reasons supporting the recommendation to the Chief Executive Officer.

(f) The Chief Executive Officer shall, by resolution, establish a maximum time limit for individual jitneys to remain standing in any holding zone. The time limit shall apply uniformly to all holding zones.

(g) It shall be unlawful for a vehicle other than a jitney with a proper MTS jitney permit to occupy a jitney holding zone.

(Section 6.4 amended 1/20/2022)
(Section 6.4 amended 11/15/2012)

Section 6.5 - Equipment and Specifications

(a) Each jitney shall bear on the outside, signs clearly designating the route which it serves. The specifications of the sign are subject to the approval of the Chief Executive Officer. The Chief Executive Officer shall adopt written standards for approval or denial of the size of the signs, the location of the signs on the vehicle, the size of the lettering or graphics on the signs, and other specifications that the Chief Executive Officer finds necessary.

(b) All jitney vehicles must bear a trade name and shall be assigned a body number by the permit holder. The trade name and body number so assigned shall be placed on the vehicle in accordance with written standards adopted by the Chief Executive Officer.

Any violation of this Ordinance shall constitute an infraction unless otherwise specified.

SECTION 7.0 – LOW-SPEED VEHICLES

Section 7.1 – Low-Speed Vehicle (LSV) Definition

Low-Speed Vehicles (LSV) shall mean every vehicle that is designated per the requirements of Ordinance No. 11, Section 1.1(r). LSVs may operate by zones and/or a prearranged basis as set forth in Section 1.1 (b) (1)-(5).

(Section 7.1 amended 2/14/2019)
(Section 7.1 amended 11/8/2018, effective 1/1/2019)
(Section 7.0 and 7.1 added 8/7/2003)

Section 7.2 – Establishment of Zones

The Chief Executive Officer shall establish and authorize the use of zones of operation.

(Section 7.2 added 8/7/2003)

Section 7.3 – Zone Rates of Fare

(a) All vehicles permitted as LSV may use two methods of seeking compensation, either by zone rates or on a prearranged basis. Either method may be used when working inside of an approved zone. However, when operating on a prearranged charter basis, within an approved zone, no operator may exceed the maximum number of vehicles that are permitted.

(b) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for LSV services.

(c) When a permit holder desires to change the rates of fare being charged for LSV services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(d) No permit holder shall charge any rate of fare for LSV services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(e) The rates of fare shall be established by a zone and/or prearranged written contract on a per-mile or per-hour basis.

(f) The maximum rates of fare shall be established pursuant to Section 2.2.

(Section 7.3 amended 1/20/2022)
(Section 7.3 amended 10/13/2016)
(Section 7.3 added 8/7/2003)

Section 7.4 – Spare Vehicle Policy

(a) The following sets out procedures for LSV permit holders to place a spare vehicle into service as either a temporary replacement for a permitted vehicle that is out of service for recharging or mechanical problems.

(1) Spare LSVs must be marked with the approved company markings.

(2) In place of the medallion number, the spare LSV must be marked "Spare LSV." Where more than one spare LSV is being requested, under the provisions of paragraph 9, the LSVs will be marked "Spare LSV 1," "Spare LSV 2," and so on. The "Spare LSV" marking should be sized to fit in approximately the same space as the medallion number would otherwise be placed with legibility and visibility being the primary criteria.

- (3) Spare LSVs must be inspected upon initial issuance and annually thereafter.
- (4) All spare LSVs must meet all MTS insurance requirements.
- (5) To use a spare LSV that meets the requirements of 1 through 4 above, the permit holder must communicate in writing (facsimile is acceptable), a request to place a spare LSV into service.

The request must state:

- (A) the medallion number of the LSV being taken out of service, the reason for being out of service, and the location of the out-of-service LSV; and
 - (B) the estimated time the spare LSV will be in use.
- (6) When the out-of-service LSV is ready to re-enter service, the permit holder must immediately notify MTS in writing (facsimile is acceptable).
 - (7) The out-of-service LSV may not be required to be reinspected to be placed back into service.
 - (8) The spare LSV must be removed from service at the time the LSV it has been replacing is placed back into service.
 - (9) Under normal circumstances, a permit holder may utilize spare LSVs. Permit holders may utilize spare LSVs in a ratio of 3:1 permits held.
 - (10) Spare LSVs that are placed in service may only operate inside of the MTS-approved zone or zones. A permit holder shall not operate more spare vehicles than he/she has regular permitted vehicles.
 - (11) A permit holder found to have operated a spare LSV in deliberate violation of these procedures will be subject to immediate suspension/revocation of the permit and the loss of the spare LSV utilization privilege.

(Section 7.4 amended 10/13/2016)

(Section 7.4 amended 10/16/2003)

(Section 7.4 added 8/7/2003)

Section 7.5 – LSV Driver Identification Cards

- (a) Refer to Section 1.12 of this Ordinance to reference driver and permit holder ID requirements.

(Section 7.5 added 8/7/2003)

Section 7.6 - Equipment and Specifications

- (a) Each LSV shall display whether out of service in accordance with section 2.4 (g) of this Ordinance, which shall indicate to a person outside the LSV whether the LSV is in operation or is not.
- (b) Exterior Markings

(1) Mandatory Exterior Vehicle Markings. The medallion number shall be painted or permanently affixed, on the front of the vehicle, one (1) inch below the permit holder's trade name, two (2) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.

(2) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on their LSV which must be posted only at the specific location and in the size noted and are subject to the Chief Executive Officer's approval.

(A) Trade Name Logo. If the permit holder chooses to display their trade name logo, the trade name logo shall be posted only on the rear portion of both side rear quarter panels.

(B) Radio Service Provider. If the permit holder chooses to display the radio service provider name or logo, the radio service provider name or logo cannot utilize the words "cab" or taxi." The radio service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.

(C) Telephone Number. If permit holder chooses to display a telephone number, the telephone number must be no more than two (2) inches in height and posted only on the top front portion of both front side quarter panels.

(D) "Driver Carries Only \$_____ Change". If the permit holder chooses to post "Driver Carries only \$_____ Change", postings must be located only on panels near the rear door but clear of the rates of fare.

(E) "Leased to Driver". If permit holder chooses to post "Leased to Driver," it must be posted only on both rear quarter panels near the rear door area but clear of the rate of fares in lettering no larger than 1 inch.

(3) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.

(c) All LSVs shall be equipped and operated so that they have adequate means of electronic communication during business hours. The LSV company business address shall serve as the storefront for the purpose of handling lost and found items. All other operational requirements she be met as set forth in section 1.8 (c).

(Section 7.6 amended 1/20/2022)

(Section 7.6 amended 11/8/2018, effective 1/1/2019)

(Section 7.6 amended 12/14/2017)

(Section 7.6 amended 10/4/2016)

(Section 7.6 added 8/7/2003)

SECTION 8 - EFFECTIVE DATE OF ORDINANCE

This Ordinance shall be effective 30 days after adoption, and before the expiration of 15 days after its passage, this Ordinance shall be published once with the names of the members voting for and against the same in a newspaper of general circulation published in the County of San Diego.

| Amended: 10/19/2023

Amended: 12/8/2022

Amended: 1/20/2022

Amended: 11/12/2020

Amended: 12/12/2019

Amended: 10/10/2019

Amended: 2/14/2019

Amended: 11/8/2018

Amended: 9/20/2018

Amended: 12/14/2017

Amended: 10/13/2016

Amended: 5/12/2016

Amended: 9/17/2015

Amended: 2/12/2015

Amended: 11/15/2012

Amended: 4/19/2012

Amended: 10/16/2003

Amended: 8/7/2003

Amended: 5/8/2003

Amended: 11/14/2002

Amended: 6/27/2002

Amended: 5/23/2002

Amended: 6/24/1999

Amended: 9/24/1998

Amended: 10/30/1997

Amended: 4/10/1997

Amended: 2/13/1997

Amended: 11/9/1995

Amended: 6/22/1995

Amended: 1/12/1995

Amended: 6/24/1993

Amended: 6/27/1991

Amended: 5/23/1991

Amended: 10/11/1990

Repealed & Readopted: 8/9/1990

Amended: 4/12/1990

Amended: 4/27/1989

Adopted: 8/11/1988

Clerk Affidavit

PASSED AND ADOPTED, by the Board of Directors this 19th day of October 2023. The Ordinance amended was adopted by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

ATTEST my hand and the seal of the San Diego Metropolitan Transit System this 19th day of October 2023.

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System



Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Iris Rapid Transit Center Fencing – Work Order Agreements

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-22 under Job Order Contract (JOC) MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A) with ABC General Contracting, Inc. (ABCGC), in the amount of \$278,517.25, for fabrication and installation of custom station fencing to match and extend the existing Iris Transit Center fencing for pedestrian safety.

Budget Impact

The total cost for this contract is estimated to be \$278,517.25. 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 \$5,431.09. This project is funded by Capital Improvement Program (CIP) #1009113001 Iris Rapid - Route & Stations Infrastructure.

DISCUSSION:

The newly constructed Iris Rapid West bus platform has substantially changed the footprint and function of the existing parking lot, and as such has changed the safe path of travel for pedestrians and passengers. It was determined that to ensure public safety, the existing fence at the Iris Rapid Transit Center will need to be extended to help channel pedestrians and passengers to both existing and new crosswalks to avoid potential injury and enhance safety by taking unintended routes while walking through the transit center.

On October 6, 2020, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC building and facilities construction services that primarily consists of repair, remodeling, or other repetitive work, and general building and facility contracting services. These services include, but are not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.



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

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

Nine (9) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (AI 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed by December 2023.

For this project, ABCGC will utilize the following subcontractor:

Subcontractor Name	Subcontractor Certification	Subcontracted Amount
Legend Fence Corp.	Disadvantaged Business Enterprise (DBE)	\$245,312.12

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-22 under JOC MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A) with ABCGC, in the amount of \$278,517.25, for fabrication and installation of custom station fencing to match and extend the existing fencing for pedestrian safety.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order MTS Doc No. MTSJOC347-22



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG347.0-22

CONTRACT NUMBER

MTSJOC347-22

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 AvenueForm of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)San Diego, CA 92113Telephone: 619.937.1010Authorized 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 \$278,517.25SAN DIEGO METROPOLITAN TRANSIT SYSTEMABC GENERAL CONTRACTOR, INC.By: Sharon Cooney, Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
SignatureBy: Karen Landers, General Counsel

Title: _____



EXHIBIT A (Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 9/22/2023

Job Order Contracting

To:

From:

Contract No: PWG347.0-22
Job Order No: MTSJOC347-22
Job Order Title: Iris Rapid Transit Center Fencing
Location: Iris Ave Transit Center
3120 Iris Ave
San Diego, CA 92154

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.

SECTION 7- SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 7-1 GENERAL

The current construction at the Iris Rapid Transit Center has highlighted a need for extensions to existing pedestrian fencing to improve the look and pedestrian safety of the station.

All work is to occur within Iris Rapid Transit Center West 3120 Iris Ave, San Diego, CA 92154.

SECTION 7-2 STAGING

Contractor is to keep and store all materials and equipment within the work area as possible. Any further staging would have to be coordinated with the MTS Project Manager. There may be some available space within or adjacent to the Iris Rapid Transit Center West. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

SECTION 7-3 TEMP FACILITIES

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

SECTION 7-4 SAFETY AND ACCESS

Diligent caution must be taken during the undertaking of this work. All work will occur within a currently operating transit center, and within an active construction zone. Key personnel will be granted badges for access. Only vehicles necessary for the performance of the work shall be parked within the yard adjacent to the Iris West bus island.

SECTION 7-5 WASTE

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

SECTION 7-6 SCHEDULE AND SEQUENCING

All work shall be completed within Sixty (60) calendar days from issuance of Notice to Proceed. It is assumed there will be some lead time for some items, which is included in the duration. The work shall commence once all material is available and the work can proceed without stoppages.

SECTION 7-7 DETAILED SCOPE OF WORK:

Contractor is to provide and install new custom fencing to match existing station fencing per provided shop drawings. Finish color is to match existing fencing "tan" color. Shop drawings will be provided showing construction and mounting instruction for fence. Aerial will be provided showing extent of new fence work. Total linear footage is approximately 385 LF of new fence.

Eli Belknap, Manager of Capital Projects

Date

Noah Cappadocia, Project Manager

Date

Travis Brozowski, Contractor Project Manager

Date

EXHIBIT B
(Cost Breakdown)



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$278,517.25

Approved Date: September 14, 2023

Job Order: MTSJOC347-22

Job Order Name: Iris Rapid Transit Center Fencing

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$23,905.38	\$0.00	\$0.00	\$23,905.38
02	Existing Conditions	\$4,126.30	\$0.00	\$0.00	\$4,126.30
05	Metals	\$225,234.52	\$0.00	\$0.00	\$225,234.52
09	Finishes	\$25,251.05	\$0.00	\$0.00	\$25,251.05
Line Count: 14				Proposal Total:	\$278,517.25

The Percentage of Non Pre-Priced on this Proposal:

0.0%



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$278,517.25

Approved Date: September 14, 2023

Job Order: MTSJOC347-22

Job Order Name: Iris Rapid Transit Center Fencing

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

01 General Requirements \$23,905.38

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000043	Sheet Metal Worker	Installation	1.00	\$92.74	HR	1.1297	\$104.77
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Modified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	HR	1.1297	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								
Owner Comments: V:1.2-...								

User Note: Onsite Welder as needed to final fabrication

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

							Total:	\$104.77
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2	0122230000973	8,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	Installation	3.00	\$5,605.25	WK	1.1297	\$18,996.75
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	WK	1.1297	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-...								

Contractor Comments: V:1.3-Per DSOW

User Note: Panel handling

Item Note:

							Total:	\$18,996.75
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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$278,517.25

Approved Date: September 14, 2023

Job Order: MTSJOC347-22

Job Order Name: Iris Rapid Transit Center Fencing

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

3	012223001318	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full- Time Truck Driver	Installation	3.00	\$4,049.62	WK	1.1297	\$13,724.57
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Accepted History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted Demo: 0.000000 \$0.00 WK 1.1297 \$0.00

Includes Labor Yes Includes Equipment No Includes Materials Yes

Owner Comments: V:1.2-...

Contractor Comments: V:1.3-Per DSOW

User Note: Onsite welding truck

Item Note:

Total: \$13,724.57

4	012223001318	For Equipment Without Operator, Deduct	MOD: 0029	Installation	3.00	-\$3,115.43	WK	1.1297	-\$10,558.50
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Accepted History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted

Includes Labor Yes Includes Equipment No Includes Materials No

Total: -\$10,558.50

5	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed	Installation	1.00	\$1,449.76	EA	1.1297	\$1,637.79
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Accepted History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted Demo: 0.000000 \$0.00 EA 1.1297 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-...

Contractor Comments: V:1.3-Per DSOW

Total: \$1,637.79

02 Existing Conditions \$4,126.30

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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6	024119130282	3/4" Diameter Drilling In Concrete Per Inch Of Depth	Installation	1,368.00	\$2.67	IN	1.1297	\$4,126.30
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Accepted History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted Demo: 0.000000 \$0.00 IN 1.1297 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-...

Contractor Comments: V:1.3-Per DSOW

User Note: 57 Base plates x4ea. x 6"ea

Item Note:

Total: \$4,126.30

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Combined Report

Page 3 of 6

Print Date: 09/22/2023 02:11:07 PM PST



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$278,517.25

Approved Date: September 14, 2023

Job Order: MTSJOC347-22

Job Order Name: Iris Rapid Transit Center Fencing

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

05 Metals	\$225,234.52
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
7	050519000019	5/8" Diameter x 5" Length, Zinc Plated Steel, Wedge Anchor Expansion Bolt	Installation	228.00	\$22.85	EA	1.1297	\$5,885.51
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-...								
Contractor Comments: V:1.3-Per DSOW								
User Note: 57 Base plates x4ea.								
Item Note:								

Total:	\$5,885.51
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8	050521000011	1/4" Vertical Fillet Weld	Installation	1,100.00	\$21.09	LF	1.1297	\$26,207.91
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-...								
Contractor Comments: V:1.3-Per DSOW								

Total:	\$26,207.91
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9	050521000024	1/4" Horizontal Or Flat Fillet Weld	Installation	1,100.00	\$17.80	LF	1.1297	\$22,119.53
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-...								
Contractor Comments: V:1.3-Per DSOW								

Total:	\$22,119.53
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10	050523000008	>1/2" To 7/8" Diameter Drill Through >1/4" To 1/2" Steel Plate	Installation	228.00	\$29.64	EA	1.1297	\$7,634.42
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								
Owner Comments: V:1.2-...								
Contractor Comments: V:1.3-Per DSOW								
User Note: 57 Base plates x4ea.								
Item Note:								

Total:	\$7,634.42
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Combined Report

Page 4 of 6

Print Date: 09/22/2023 02:11:07 PM PST

A-10



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$278,517.25

Approved Date: September 14, 2023

Job Order: MTSJOC347-22

Job Order Name: Iris Rapid Transit Center Fencing

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

11	051223000091	Structural Shapes, Primed Pipe Supports (Up To 20 LB/LF)	Installation	33,000.00	\$4.12	LB	1.1297	\$153,594.01
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.23	LB	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-...								
Contractor Comments: V:1.3-Per DSOW								
User Note: Custom fabricated fence								
Item Note:								

							Total:	\$153,594.01
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12	0512230000775	1/4" Thick Flat Steel Plate	Installation	57.00	\$22.40	SF	1.1297	\$1,442.40
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$7.11	SF	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-...								
Contractor Comments: V:1.3-Per DSOW								
User Note: 57 Base plates								
Item Note:								

							Total:	\$1,442.40
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13	055969000011	0.225" Thick Wire, 2" Spacing, 1.46 LB/SF Woven And Welded Wire Cloth Panels	Installation	440.00	\$16.80	SF	1.1297	\$8,350.74
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$4.98	SF	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-...								
Contractor Comments: V:1.3-Per DSOW								

							Total:	\$8,350.74
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09 Finishes								\$25,251.05
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$278,517.25

Approved Date: September 14, 2023

Job Order: MTSJOC347-22

Job Order Name: Iris Rapid Transit Center Fencing

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

14	090190520027	Loose Mill Scale With Fine Powder Rust, Near White Blast, Metal Surfaces, Surface Preparation	Installation	8,800.00	\$2.54	SF	1.1297	\$25,251.05
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	SF	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

Owner Comments: V:1.2-...

Contractor Comments: V:1.3-Per DSOW

User Note: Powder coating after fabrication (surface area)

Item Note:

							Total:	\$25,251.05
							Proposal Total:	\$278,517.25
Div	The Percentage of Non Pre-Priced on this Proposal:							0.0%

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 9/22/2023

Job Order Contracting

Contract #: PWG347.0-22
Job Order #: MTSJOC347-22
Job Order Title: Iris Rapid Transit Center Fencing
Job Order Value: \$278,517.25
Location: Iris Ave Transit Center
Contractor: ABC General Inc.
Subcontractor: LEGEND FENCE CORP

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
LEGEND FENCE CORP 3559 Vista Ave, Lemon Grove, CA 91945	787570	Fencer		\$245,312.12	88.08%

Summary

Certification Name	Value	%
	\$245,312.12	88.08%
Total	\$245,312.12	88.08%



Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

El Cajon Third Track Construction Management Services – Work Order Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2498-CM02.01 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A) with Kleinfelder Construction Services Inc. (Kleinfelder) for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 Construction Management (CM) Services in the amount of \$498,790.77.

Budget Impact

The total cost of this contract is estimated to be \$1,498,373.06. This project is funded by MTS Capital Improvement Program (CIP) 2005113501 – El Cajon Third Track and CIP 2005104101 – Signal Upgrade for El Cajon Third Track – INT E26.

DISCUSSION:

The El Cajon Third Track Project adds a new siding track and a 23-foot platform extension at the El Cajon Transit Center (ECTC). This will bring the total tracks at the ECTC to three – the first for westbound Orange Line and Green Line service, the second for eastbound Orange Line and Green Line service, and a new track to accommodate a 2-car train that may be operated as a shuttle between the ECTC and the Green Line terminal station in Santee.

As part of the project, a new turnout is being installed on the mainline, and approximately 480 feet of new track is being constructed to connect the new siding track to the mainline. An additional crossover will be constructed for operational flexibility north of the station on the current MTS mainline, south of Wagner Drive. This project will improve operational efficiencies between ECTC and Santee Town Center Station.

The construction contract for this project was approved by the Board on May 12, 2022 (Agenda Item #11) and construction began on July 5, 2022.



MTS requires CM services to assist staff with the coordination, control and oversight of the construction contractor from the beginning of work through completion (collectively “CM Services”). The Work Order for CM Services includes civil, track, signaling, and catenary power inspections, and the assistance of a resident engineer and field inspector at various times throughout construction.

On May 12, 2022 (Agenda Item #12), the Board approved the original Work Order for this project. The Work Order value and period of performance was based on the expectation of a one-year construction period. However, due to extended lead times for materials and the intricate nature of the project, we now anticipate that the project will require an extra six months for completion.

Today’s proposed action, would add funds to the Work Order, resulting in a guarantee of construction management personnel on-site to oversee the project through its conclusion.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2498-CM02	Original Work Order – CM Services	\$999,582.29	05/12/22, AI 12
WOA2498-CM02.01	Add funds and time to Work Order	\$498,790.77	Today’s Proposed Action
		\$1,498,373.06	

On January 11, 2021, 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 approval of 6 firms qualified to perform CM services. Tasks are assigned to the firms through a work order process.

MTS staff reviewed the approved CM firms and utilizing a Request for Proposals (RFP) process, selected Kleinfelder to perform the requisite services. Kleinfelder was selected as the highest qualified firm.

Kleinfelder’s proposed fee amount of \$498,790.77 is less than MTS’s Independent Cost Estimate (ICE) of \$504,880.00 and was determined to be fair and reasonable.

For this project, Kleinfelder will utilize the following subcontractors:

Subcontractor Name	Subcontractor Certification	Subcontractor Amount
CA Wehsener Engineering	Small Business (SB)	\$65,408.55
Destination Enterprises	LGBT Owned Business Enterprise (LGBTE), Woman Owned Business Enterprise (WBE), SB	\$ 4,906.61

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment No. WOA2498-CM02.01 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A) with Kleinfelder for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 CM Services in the amount of \$498,790.77.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order Amendment No. WOA2498-CM02.01



**Metropolitan
Transit
System**

Att.A, AI 9, 10/19/23

October 19, 2023

MTS Doc. No. G2498.0-21
Work Order No. WOA2498-CM02.01

Marc McIntyre
Project/Task Order Manager
Kleinfelder Construction
Services, Inc.
5761 Copley Dr. Ste. 100 San
Diego, CA 92101

Dear Marc McIntyre:

Subject: AMENDMENT NO. 1 TO WOA2498-CM02, TO MTS DOC. NO. G2498.0-21, EL CAJON
THIRD TRACK , CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER
AGREEMENT

This letter shall serve as Amendment No. 1 to our agreement WOA2498-CM02, to MTS Doc. No. G2498.0-21 for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services as a result of this Amendment. This Amendment shall provide additional funds and time to the agreement for CM services for the El Cajon Third Track Construction (Attachment A).

SCHEDULE

As a result of this Amendment, the Schedule shall be increased by an additional six (6) months, or through the completion of the construction services. The project schedule shall follow contract PWL341.0-22 El Cajon Third Track Construction.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$498,790.77. The Payment based on actual costs in the revised not-to-exceed amount of \$1,498,373.06. Payment shall not be increased 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.

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.



Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Marc McIntyre
Kleinfelder Construction Svcs. Inc.

Date:

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

DRAFT

**ATTACHMENT A
SCOPE OF SERVICES**

DRAFT



ATTACHMENT A- Amendment 01

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

SCOPE OF WORK

EL CAJON THIRD TRACK CM AND INSPECTION SERVICES

III. QUALIFICATIONS

Inspectors from the consulting firms, including any proposed sub-consultants, including any proposed sub-consultants, must have least five (5) years' experience in heavy and light railroad construction, including track replacement, special trackwork, signaling, or OCS on an operating Class I railroad. American Railway Engineering and Maintenance-of-Way Association (AREMA) recommended practices, and applicable FRA, California Public Utilities Commission (CPUC), and Occupational Safety and Health Administration OSHA regulations.

IV. DETAILED SCOPE OF WORK:

I. PROJECT DESCRIPTION

The project adds a new siding track and a 23-foot platform extension to accommodate a 2-car train, to be operated as a shuttle between the El Cajon Transit Center and the Green Line terminal station in Santee. A number 8 turnout will be used on the mainline and approximately 480 feet of new track to be constructed to connect the new siding track to the mainline. An additional Number 10 crossover will be constructed for operational flexibility north of the station on the current MTS mainline south of Wagner Drive.

Limited Notice-to-Proceed (LNTP) for the construction contract is expected to be issued in May 2022. 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 360 calendar days from NTP.

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. 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 – Part Time
- Track/Operations Assistant Resident Engineer – Full Time
- Office Engineer – Part Time
- Signal Engineer and Inspector – As Needed
- Electrical and Communications Inspector – As Needed
- Overhead Catenary System (OCR) Inspector – As Needed

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

The project 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 and Operations Assistant Resident Engineer

- 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
- 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
 - 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 Office Engineer

- Perform part-time contract administration duties
- Assist with progress pay estimates as requested
- Assist with contract change orders as requested
- Manage RFI and submittal process, support RFI and submittal reviews
- Maintain project files per standard filing system, or MTS preferred system

4.0 Scheduling Engineer

- 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

5.0 Overhead Catenary System (OCS) Inspection and Testing

- 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"

6.0 Track Signal Engineering and Inspection

- 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

IV. PERIOD OF PERFORMANCE

420 calendar days from NTP, which includes both the 60 calendar days from LNTP and the 360 calendar days from NTP time period(s) under the construction contract.

V. DELIVERABLES

- a. Inspection reports, inspection daily diaries, and pay estimates in accordance with MTS procedures
- b. Meeting agendas, RFI, and Submittal Logs
- c. Project records in accordance with MTS procedures or Caltrans categorical filing system

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Tasks Schedule

Task	Begin/End Dates
Project management/Coordination/ Inspection Services	Approximately 360 calendar days. Follows El Cajon Third Track Construction Project PWL341.0-22.

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

1. Project plans, special provisions, and standard specifications
2. RE Pending File (from design team)
3. Applicable permits
4. Flagging personnel for work alongside MTS right-of-way
5. 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
- 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

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 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

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

DRAFT

Work Order Estimate Summary

Att.A, AI 9, 10/19/23

MTS Doc. No. **G2498.0-21**

Work Order No. **WOA2498-CMO2** Amendment 01

Attachment: **B**

Work Order Title: **El Cajon Third Track CM**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	\$498,790.77
Totals =			\$498,790.77

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	ODC	Total Costs
1	1	Project / Task Order Management	11.2	\$ -	\$2,406.95
2	2	Engineering / Inspection	2,332.9	\$21,172.16	\$463,765.92
3	3	Materials Sampling and Testing	88.6	\$10,559.71	\$32,617.91
Totals =			2,432.7	\$31,731.87	\$498,790.77

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

(If Applicable, Select One)				Other	Consultant	ODC	Labor Hrs	Total Costs
PW	DBE	DVBE	SBE					
X				X	Kleinfelder Construction Services *	\$16,265.55	1,901.2	\$395,857.72
X			X		CA Wehsener Engineering		344.5	\$65,408.55
X				X	Kleinfelder	\$10,559.71	88.6	\$32,617.91
X	X		X		Destination Enterprises	\$4,906.61	98.4	\$4,906.61
Totals =						\$31,731.87	2,432.7	\$498,790.77

NOTES

- 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.
- 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

ASSUMPTIONS

Total Hours =	1,901
Total Costs =	\$395,857.72

Consultant/Subconsultant: Kleinfelder Construction Services, Inc

MTS Doc. No.: G2498.0-21

Work Order No.: WOA2498-CMO2

Work Order Title: El Cajon Third Track CM

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Hank Gentile - Contract Manager - July 2023 - June 2024 Rate	Hassan Mustafa - Engineer Supervising- July 2023 - June 2024 Rate	Keith Kranda - Building Inspector Group 2 PW- July 2023 - June 2024 Rate	Tu Nguyen - Engineer I- July 2023 - June 2024 Rate	Mark Plotnikiewicz - Scheduler, Technical Expert - July 2023 - June 2024 Rate	Rex Crabtree - Building Inspector Group 2 PW- July 2023 - June 2024 Rate	Michalle Beringhaus - Task Order Manager- July 2023 - June 2024 Rate	Total Hours	Totals
				\$ 291.01	\$ 237.94	\$190.83	\$ 120.67	\$ 231.07	\$173.67	\$ 214.14		
1	Task 1	Project / Task Order Management								11	11	\$2,406.95
		Project / Task Order Management									0	\$0.00
											11	\$2,406.95
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	11	11	\$2,406.95
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,406.95	11	\$2,406.95
2	Task 2	Engineering / Inspection										
		Engineering / Inspection	\$16,265.55	5.62	710	28.12	56.24	89.99	1000		1,890	\$393,450.76
											0	\$0.00
		Subtotals (Hours) =	N/A	5.62	710	28.12	56.24	89.99	1000	0	1,890	\$393,450.76
		Subtotals (Costs) =	\$16,265.55	\$1,635.48	\$168,934.78	\$5,366.07	\$6,786.57	\$20,793.99	\$173,668.32	\$0.00	1,890	\$393,450.76
3	Task 3	Materials Sampling and Testing										
		Materials Sampling and Testing	\$0.00								0	\$0.00
											0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
		Totals (Summary) =									1,901	\$395,857.72
		Total (Hours) =	N/A	6	710	28	56	90	1000	11	1901	
		Total (Costs) =	\$0.00	\$1,635.48	\$168,934.78	\$5,366.07	\$6,786.57	\$20,793.99	\$173,668.32	\$2,406.95		\$395,857.72
		Percentage of Total (Hours) =	0%	0%	37%	1%	3%	5%	53%	1%	100%	
		Percentage of Total (Costs) =	4%	0%	43%	1%	2%	5%	44%	1%		100%

**Work Order Estimate
Summary**

Consultant/ Subconsultant: **Kleinfelder Construction Services, Inc**

Contract No: **G2498.0-21**

Task Order No. **WOA2498-CMO2**

Work Order Title: **El Cajon Third Track CM**

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			11.81	\$16,265.55						
2													
3													
4													
5													
6													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
						\$16,265.55							

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle											11.81	\$16,265.55
2													
3													
4													
5													
6													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												\$16,265.55	

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: KCS
Agreement Number: G2498.0-21
Attachment 2
Date Prepared: 5/19/2022
Page No.: 1 of 1

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
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)]
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
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)]
The PW Deltas (Base & 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.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
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.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
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%
-----	---	-------

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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate				Applicable DELTA (TOTAL) = Employee Total - DIR Total				DELTA (BASE) = Employee Base - DIR Base				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)		Actual Hourly Rate	Hourly Range for Class
				Base Salary		Fringe Benefits	hl Base Salary + Fringe Ben		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	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		
Keith Kranda - Building Inspector Group 2 PW 4. Non-Exempt 5. Full Time	FIELD Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$75.47	\$113.21	\$150.94	\$12.17																														
		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$77.51	\$116.26	\$155.02	\$12.17																														
		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$84.63	\$126.95	\$169.26	\$12.17	\$96.80	\$139.12	\$181.43	\$14.55	\$30.76	\$46.97	\$0.00	\$0.00	\$0.00	\$32.42	\$48.63	\$64.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190.83	\$286.24	\$381.66	7/1/2023	6/30/2024	\$ 84.63	N/A					
		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$86.92	\$130.37	\$173.83	\$12.17	\$99.09	\$142.54	\$186.00	\$16.84	\$34.19	\$51.54	\$0.00	\$0.00	\$0.00	\$34.71	\$52.06	\$69.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.98	\$293.97	\$391.96	7/1/2024	6/30/2025	\$ 86.92						
Keith Kranda - Building Inspector Group 2 PW 4. Non-Exempt 5. Full Time	FIELD Prevailing Wage Work SPECIAL SHIFT	\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$75.47	\$113.21	\$150.94	\$12.17	\$87.64																													
		\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$76.60	\$114.90	\$153.20	\$12.17	\$88.77																													
		\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$84.63	\$126.95	\$169.26	\$12.17	\$96.80	\$139.12	\$181.43	\$14.05	\$30.01	\$45.97	\$0.00	\$0.00	\$0.00	\$31.92	\$47.88	\$63.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190.83	\$286.24	\$381.66	1/1/2024	12/31/2024	\$ 84.63	N/A					
		\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$87.17	\$130.75	\$174.34	\$12.17	\$99.34	\$142.92	\$186.51	\$16.59	\$33.62	\$51.05	\$0.00	\$0.00	\$0.00	\$34.46	\$51.69	\$68.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.55	\$294.83	\$393.11	1/1/2025	6/30/2025	\$ 87.17						
Rex Crabtree - Building Inspector Group 2 PW- July 2023 - June 2024 Rate	FIELD Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$0.00	\$0.00	\$0.00	\$11.47	\$11.47																													
		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$0.00	\$0.00	\$0.00	\$11.47	\$11.47																													
		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$77.02	\$115.53	\$154.04	\$11.47	\$88.49	\$127.00	\$165.51	\$6.24	\$18.65	\$31.05	\$0.00	\$0.00	\$0.00	\$24.81	\$37.22	\$49.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$173.67	\$260.50	\$347.34	7/1/2023	6/30/2024	\$ 77.02	N/A					
		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$79.10	\$118.65	\$158.20	\$11.47	\$90.57	\$130.12	\$169.67	\$8.32	\$21.76	\$35.21	\$0.00	\$0.00	\$0.00	\$26.89	\$40.33	\$53.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.36	\$267.54	\$356.71	7/1/2024	6/30/2025	\$ 79.10						
Rex Crabtree - Building Inspector Group 2 PW- July 2023 - June 2024 Rate	FIELD Prevailing Wage Work SPECIAL SHIFT	\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$0.00	\$0.00	\$0.00	\$11.47	\$11.47																													
		\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$0.00	\$0.00	\$0.00	\$11.47	\$11.47																													
		\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$77.02	\$115.53	\$154.04	\$11.47	\$88.49	\$127.00	\$165.51	\$5.74	\$17.90	\$30.05	\$0.00	\$0.00	\$0.00	\$24.31	\$36.47	\$48.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$173.67	\$260.50	\$347.34	1/1/2024	12/31/2024	\$ 77.02	N/A					
		\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$79.33	\$119.00	\$158.66	\$11.47	\$90.80	\$130.47	\$170.13	\$8.05	\$21.36	\$34.67	\$0.00	\$0.00	\$0.00	\$26.62	\$39.93	\$53.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.88	\$268.32	\$357.76	1/1/2025	6/30/2025	\$ 79.33						

Work Order Estimate Summary

Total Hours =	345
Total Costs =	\$65,408.55

Consultant/Subconsultant: CA Wehsener Engineering

MTS Doc. No.: G2498.0-21

Work Order No.: WOA2498-CMO2

Work Order Title: El Cajon Third Track CM Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chuck Wehsener - Engineer, Supervising 21/22	Chuck Wehsener - Engineer, Supervising 22/23	Chuck Wehsener - Engineer, Supervising 23/24	Thomas Wehsener - Building Inspection Group 2 PW 21/22	Javier Rangel - Building Inspection Group 2 PW 23/24	Total Hours	Totals
				\$ 217.86	\$ 223.74	\$ 229.78	\$154.07	\$164.80		
1	Task 1	Project / Task Order Management								
		Project / Task Order Management								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
2	Task 2	Engineering / Inspection				133		212	345	\$65,408.55
		Engineering / Inspection				132.88		211.62	345	\$65,408.55
		Subtotals (Hours) =	N/A			132.88		211.62	345	\$65,408.55
		Subtotals (Costs) =				\$30,533.17		\$34,875.38	345	\$65,408.55
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) =				133		212	345	\$65,408.55
		Total (Hours) =	N/A			133		212	345	
		Total (Costs) =				\$30,533.17		\$34,875.38		\$65,408.55
		Percentage of Total (Hours) =	N/A			39%		0.614281567	100%	
		Percentage of Total (Costs) =				47%		0.533193008		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: 5/19/2022
Page No.: 1 of 1

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
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)]
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
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)]
The PW Deltas (Base & 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.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
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.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
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				= 106.85%
OVERTIME				= 106.85%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 106.85%
OVERTIME				= 106.85%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 106.85%
OVERTIME				= 106.85%

FEE	=	8.50%
FCCM	0.10%	
Applicable Delta Base Multiplier (Field/Home)	=	2.24432
Applicable Delta Fringe Multiplier (Field)	=	2.24432

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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			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]		% 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	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
Javier Rangel - Building Inspection Group 2 PW		FIELD																																			
4. Non-Exempt	Prevailing Wage	\$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	\$14.93	\$24.58	\$34.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.47	\$240.70	\$320.94	7/1/2023	6/30/2024	2.70%	\$ 71.50	N/A	
5. Full Time	Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$73.43	\$110.15	\$146.86	\$25.68	\$99.11	\$135.83	\$172.54	\$16.86	\$27.47	\$38.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164.80	\$247.20	\$329.60	7/1/2024	6/30/2025	2.70%	\$ 73.43		
Javier Rangel - Building Inspection Group 2 PW		FIELD																																			N/A
4. Non-Exempt	Prevailing Wage	\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$71.50	\$107.25	\$143.00	\$25.68	\$97.18	\$132.93	\$168.68	\$14.43	\$23.83	\$33.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.47	\$240.70	\$320.94	1/1/2024	12/31/2024	3.00%	\$ 71.50		
5. Full Time	Work SPECIAL SHIFT	\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$73.65	\$110.47	\$147.29	\$25.68	\$99.33	\$136.15	\$172.97	\$16.58	\$27.04	\$37.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$165.28	\$247.92	\$330.57	1/1/2025	6/30/2025	3.00%	\$ 73.65		

Work Order Estimate Summary

Consultant/Subconsultant: **Kleinfelder, Inc.**

MTS Doc. No.: **G2498.0-21**

Work Order No.: **WOA2498-CMO2**

Total Hours =	89
Total Costs =	\$32,617.91

Work Order Title: **El Cajon Third Track CM**

Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chad Davis - Engineer, Supervising 21/22	Chad Davis - Engineer, Supervising 22/23	Chad Davis - Engineer, Supervising 23/24	Carl De La Torre Building Inspection Grp 1 PW 21/22	Carl De La Torre - Building Inspection Grp 1 PW 22/23	Carl De La Torre - Building Inspection Grp 1 PW 23/24	Total Hours	Totals
				\$ 249.02	\$255.74	\$262.65		\$ -	\$ -		
1	Task 1	Project / Task Order Management									
		Project / Task Order Management									
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
2	Task 2	Engineering / Inspection									
		Engineering / Inspection									
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
3	Task 3	Materials Sampling and Testing									
		Materials Sampling and Testing	\$10,559.71			9.84			78.74	89	\$13,144.19
		Subtotals (Hours) =	N/A			9.84			78.74	89	\$13,144.19
		Subtotals (Costs) =	\$10,559.71			\$2,450.36			\$19,607.83	89	\$32,617.91
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
		Totals (Summary) =								89	\$32,617.91
		Total (Hours) =	N/A			10			79	89	
		Total (Costs) =	\$10,559.71			\$2,450.36			\$19,607.83		\$32,617.91
		Percentage of Total (Hours) =	N/A			11%			89%	100%	
		Percentage of Total (Costs) =		32%		8%			60%		100%

Work Order Estimate
Summary

Consultant/ Subconsultant: **Kleinfelder**

Contract No: **G2498.0-21**

Task Order No. **WOA2498-CMO2**

Work Order Title: **El Cajon Third Track CM**

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	Lab Fees (various testing)	Estimate	\$10,000.00					1.0	\$10,000.00				
2	Field Vehicle	Month	\$1,011.00					0.6	\$559.71				
3													
4													
5													
6													
7													
8													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
								\$10,559.71					

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1														1	\$10,000.00
2														1	\$559.71
3															
4															
5															
6															
7															
8															
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
														\$10,559.71	

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: Kleinfelder
Agreement Number: G2498.0-21
Attachment 2
Date Prepared: 5/19/2022
Page No.: 1 of 1

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
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)]
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
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)]
The PW Deltas (Base & 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.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
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.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
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				= 158.02%
OVERTIME				= 158.02%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 158.02%
OVERTIME				= 158.02%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 158.02%
OVERTIME				= 158.02%

FEE	=	8.50%
FCCM	0.00%	

Applicable Delta Base Multiplier (Field/Home)	=	2.79952
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.79952

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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			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																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Work Order Estimate Summary

Att.A, AI 9, 10/19/23

Total Hours =	98
Total Costs =	\$4,906.61

Consultant/Subconsultant: Destination Enterprises

MTS Doc. No.: G2498.0-21

Work Order No.: WOA2498-CMO2

Work Order Title: El Cajon Third Track CM

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Marcy Szarama Task Manager 23/24	Mark Crowley- Building Inspection Group 2 - PW 21/22	Mark Crowley- Building Inspection Group 2 - PW 22/23	Mark Crowley- Building Inspection Group 2 - PW 23/24					Total Hours	Totals
				\$ 205.41	\$201.55	\$206.99	\$212.58						
1	Task 1	Project / Task Order Management											
		Project / Task Order Management											
		Subtotals (Hours) =	N/A										
		Subtotals (Costs) =											
2	Task 2	Engineering / Inspection		39.37			98.428					98	
		Engineering / Inspection											
				\$4,906.61									\$4,906.61
		Subtotals (Hours) =	N/A				98.428					98	\$4,906.61
		Subtotals (Costs) =					\$20,923.67					98	\$4,906.61
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) =											
		Total (Hours) =	N/A				98					98	\$4,906.61
		Total (Costs) =					\$20,923.67					98	\$4,906.61
		Percentage of Total (Hours) =	N/A				100%					100%	526%
		Percentage of Total (Costs) =		100%			426%						

Consultant/ Subconsultant: **Destination**

Work Order Title: **El Cajon Third Track CM**

Contract No: **G2498.0-21**

Task Order No. **WOA2498-CMO2**

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	Vehicle Mileage	Mile	\$0.655					7,491.0	\$4,906.61		\$0.00		\$0.00
2											\$0.00		\$0.00
3											\$0.00		\$0.00
4											\$0.00		\$0.00
5											\$0.00		\$0.00
6											\$0.00		\$0.00
7											\$0.00		\$0.00
8											\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$4,906.61
						Subtotal =				Subtotal =			\$0.00
						Subtotal =				Subtotal =			\$0.00

TASKS/WBS (6-10)													
ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	7,491.0	\$4,906.61
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
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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: Destination
Agreement Number: G2498.0-21
Attachment 2

Date Prepared: 5/19/2022
Page No.: 1 of 1

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
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)]
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
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)]
The PW Deltas (Base & 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.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
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.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
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				= 99.44%
OVERTIME				= 99.44%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 99.44%
OVERTIME				= 99.44%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 99.44%
OVERTIME				= 99.44%

FEE	=	8.50%
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FCCM 0.10%

Applicable Delta Base Multiplier (Field/Home)	=	2.16392
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.16392

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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			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	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	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	1.5 OT
Mark Crowley Inspector Grp 2		FIELD Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$98.24	\$147.36	\$196.47	\$30.79	\$129.03	\$178.15	\$227.26	\$46.78	\$69.79	\$92.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$201.55	\$206.99	7/1/2023	6/30/2024	2.70%	\$ 98.24	N/A
4. Non-Exempt 5. Full Time			\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$100.89	\$151.33	\$201.78	\$30.79	\$131.68	\$182.12	\$232.57	\$49.43	\$73.77	\$98.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$212.58	\$218.32	7/1/2024	6/30/2025	2.70%	\$ 100.89		
Mark Crowley Inspector Grp 2			FIELD Prevailing Wage Work SPECIAL SHIFT	\$52.71	\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$98.24	\$147.36	\$196.47	\$30.79	\$129.03	\$178.15	\$227.26	\$46.28	\$69.04	\$91.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$201.53	\$204.57	1/1/2024	12/31/2024	3.00%	\$ 98.24	N/A
4. Non-Exempt 5. Full Time		\$52.71		\$79.07	\$105.42	\$30.04	\$82.75	\$109.11	\$135.46	\$101.18	\$151.78	\$202.37	\$30.79	\$131.97	\$182.57	\$233.16	\$49.22	\$73.46	\$97.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$212.58	\$218.96	1/1/2025	6/30/2025	3.00%	\$ 101.18		



Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Orange Line Improvement Project - Phase 2 – Work Order Amendment

RECOMMENDATION:

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

- 1) Ratify Work Order Amendment No. WOA356-AE-06.01 under MTS Doc No. PWL356.0-22 (Attachment A) with Pacific Rail Enterprises, Inc. (PRE), a Disadvantaged Business Enterprise (DBE) totaling \$25,250.30, for additional survey services along rail on curves #4 #5 and #8;
- 2) Ratify Work Order Amendment No. WOA356-AE-06.02 under MTS Doc No. PWL356.0-22 (Attachment B) with PRE for the reallocation of hours and funds totaling \$36,537.46 from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits; and
- 3) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA356-AE-06.03 under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment C), with PRE, in the amount of \$2,533,199.09 to prepare plans, specifications, and estimate (PS&E) for Phase 2 Orange Line Improvement Project.

Budget Impact

The total cost of this contract is estimated to be \$2,533,199.09. This project is funded by the Transit and Intercity Rail Capital Program (TIRCP) award – Capital Improvement Program 2005119501 – Orange Line Rail Signal Project.

DISCUSSION:

In 2022, MTS was awarded TIRCP funding of \$14,560,000 for the Orange Improvement Project which consisted of general track improvements from 32nd and Commercial to Massachusetts Avenue, including grade crossing warning systems and signal system upgrades to extend the ABS system and to allow bi-directional train movements. In early 2023, MTS was awarded TIRCP funding of \$48,315,712 for the second phase of the Orange Line Improvement Project. The second phase picks up at Massachusetts, the east end of Phase 1, and extends the improvements out to El Cajon Blvd.



The combined Phase 1 and Phase 2 Orange Line Improvement Projects will make trolley system improvements at various locations to improve service reliability and operating flexibility, maintain grade crossing safety, increase the State of Good Repair (SGR), and ultimately ridership.

The Project will upgrade the signal system and grade crossing warning systems to support bi-directional running between Massachusetts Avenue Station and El Cajon Transit Center. The Orange Line automatic block signal (ABS) system was initially built for unidirectional running, with the grade crossing warning systems monitoring trains approaching the normal traffic direction. Trains operating reverse current of traffic must do so under a set of rules that significantly reduce efficiency. Trains must stop one car length approaching each grade crossing to activate the warning system and then proceed once the gates are in the down position. Trains must operate at restricted speed, which limits the maximum authorized speed (MAS) to 20 mph.

The Project will also improve MTS's SGR. Signal instrument shelters and the associated equipment within this area are approximately 35 years old, have served their useful life, and need upgrading. These upgrades will improve the overall reliability, performance, and maintenance of the Orange Line.

Under this proposed work order, PRE will provide the requested Phase 2 design services to improve the service reliability and operating flexibility, maintain grade crossing safety, and increase the state of good repair, and ultimately ridership for the Orange Line. The TIRCP funding for the entire project must be spent by June 30, 2027. MTS capital projects staff recommends that we combine both projects, Phase 1 and Phase 2, to meet this deadline.

On December 8, 2022 (Agenda Item #13), the Board approved the original Work Order to PRE, which authorized Phase 1 design services to improve the service reliability and operating flexibility, maintain grade crossing safety, and increase the state of good repair, and ultimately ridership for the Orange Line.

On April 26, 2023, the CEO approved Amendment No. 1 which authorized additional survey services along rail on curves #4, #5, and #8.

On September 18, 2023, the CEO approved Amendment No. 2 which reallocated hours and funds from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Approval Date
WOA356-AE-06	Original Work Order – Phase 1 Design Services	\$1,411,503.63	Board approval on 12/08/22, AI 13
WOA356-AE-06.01	Additional Survey Services	\$25,250.30	CEO approval 04/26/23 per Board Policy No. 41
WOA356-AE-06.02	Reallocation of Funds from Signal Design to Survey & OCS Field Visits (\$36,537.46)	\$0.00	CEO approval 09/18/23 per Board Policy No. 41
WOA356-AE-06.03	Phase 2 Design Services	\$2,533,199.09	Today's proposed action.

Work Order No.	Purpose	Amount	Approval Date
		\$3,969,953.02	

PRE's proposed amount of \$2,533,199.09 is less than MTS's Independent Cost Estimate (ICE) of \$3,000,000.00 and was determined to be fair and reasonable.

For this project, PRE has designated two (2) subcontractors:

Subcontractor Name	Subcontractor Certification	Subcontractor Amount
Burns Engineering	None	\$158,780.36
Guida Surveying	Woman Owned Business Enterprise (WBE), Small Business (SB)	\$ 53,357.09

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Work Order Amendment No. WOA356-AE-06.01 under MTS Doc No. PWL356.0-22 (Attachment A) with PRE, a DBE, totaling \$25,250.30, for additional survey services along rail on curves #4 #5 and #8;
- 2) Ratify Work Order Amendment No. WOA356-AE-06.02 under MTS Doc No. PWL356.0-22 (Attachment B) with PRE for the reallocation of hours and funds totaling \$36,537.46 from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits; and
- 3) Authorize the CEO to execute Work Order Amendment No. WOA356-AE-06.03 under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment C), with PRE, in the amount of \$2,533,199.09 to prepare PS&E for Phase 2 of the Orange Line Improvement Project.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Order Amendment No. WOA356-AE-06.01
B. Executed Work Order Amendment No. WOA356-AE-06.02
C. Draft Work Order Amendment No. WOA356-AE-06.03



Metropolitan Transit System

April 11, 2023

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-06.01

Pacific Rail Enterprises, Inc.
Jennifer Seccombe
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Ms. Seccombe:

Subject: AMENDMENT NO. 1 TO WORK ORDER WOA356-AE-06, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR THE ORANGE LINE IMPROVEMENT PROJECT

This letter shall serve as Amendment No. 1 to our agreement for Work Order WOA356-AE-06 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Amendment shall provide additional survey services along rail on curves #4 #5 and #8 for Task 4 for the Orange Line Improvement Project. The formal survey information is needed in order to increase track speeds.

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Scope of Services, as described above, shall be for a period of thirteen (13) months from the date of the Notice to Proceed.

PAYMENT

This Amendment shall add \$25,250.30 to the Work Order. Payment shall be based on actual costs in the revised amount of \$1,436,753.93, and shall not be exceeded without prior authorization of MTS (Attachment B).



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

Sincerely,

A handwritten signature in black ink that reads "Sharon Cooney". The signature is written in a cursive, flowing style.

Sharon Cooney
Chief Executive Officer

Accepted:

A handwritten signature in blue ink that reads "Jennifer A. Secombe". The signature is written in a cursive, flowing style.

Jennifer Secombe, President/CEO
Pacific Rail Enterprises

Date: 5/26/23

Attachment: Negotiated Fee Proposal

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

Work Order Estimate Summary

Att.A, AI 10, 10/19/23

MTS Doc. No. **PWL356.0-22**
Work Order No. **WOA356-AE-06.01**
Attachment: **B**

Work Order Title: **Orange Line Improvement Project Design Phase**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes Description	Total Costs
1	Task Order Management	\$0.00
2	Signal Design	\$0.00
3	Track and Grade Crossing Civil Designs	\$0.00
4	Survey	\$25,250.30
5	OCS Development	\$0.00
6	GO88-B Preparation	\$0.00
7	Construction Staging	\$0.00

Totals = **\$25,250.30**

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

Item	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task Order Management	0.0	\$0.00
2	Signal Design	0.0	\$0.00
3	Track and Grade Crossing Civil Designs	0.0	\$0.00
4	Survey	128.0	\$25,250.30
5	OCS Development	0.0	\$0.00
6	GO88-B Preparation	0.0	\$0.00
7	Construction Staging	0.0	\$0.00
8			
9			
10			

Totals = **128.0** **\$25,250.30**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	D/VBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	0.0	\$0.00
		x		Guida Surveying Inc	128.0	\$25,250.30
				Burns Engineering	0.0	\$0.00
				AECOM	0.0	\$0.00

Totals = **128.0** **\$25,250.30**

Work Order Estimate
Summary

Att.A, AI 10, 10/19/23

Total Hours =
Total Costs =

128
\$25,250.30

Consultant/Subconsultant: Guida Surveying Inc

Work Order Title: Orange Line Improvement Project Design Phase

MTS Doc. No.: PWL356.0-22

Work Order No.: WOA356-AE-06.01

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	CADD - 3	CADD - Senior	Field Technician - Senior	Surveyor - 1	Surveyor - 2	Surveyor - 3	Surveyor - Senior	Task Manager	Technical Expert	Technician - 1	Technician - 2	Technician - 3	Technician - Senior	Total Hours	Totals
				\$123.75	\$148.50	\$145.04	\$183.14	\$ 195.39	\$ 204.93	\$ 222.79	\$ 349.16	\$256.78	\$155.58	\$166.18	\$189.17	\$226.29		
4	Task 4	Survey																
	4.4 Survey Services along Rail on Curves #4 #5 & #8		\$626.30	1	12	2.02	48	1	48	1	1	1	1	1	1	10	128	\$25,250.30
																	0	\$0.00
																	0	\$0.00
																	0	\$0.00
		Subtotals (Hours) =	N/A	1	12.00	2.02	48	1	48	1	1	1	1	1	1	10	128	\$25,250.30
		Subtotals (Costs) =	\$626.30	\$123.75	\$1,782.00	\$292.94	\$8,790.72	\$195.39	\$9,836.64	\$222.79	\$349.16	\$256.78	\$155.58	\$166.18	\$189.17	\$2,262.90	Totals =	\$25,250.30
		Totals (Summary) =															Totals =	\$25,250.30
		Total (Hours) =	N/A	1	12	2	48	1	48	1	1	1	1	1	1	10	128	\$25,250.30
		Total (Costs) =	\$626.30	\$123.75	\$1,782.00	\$292.94	\$8,790.72	\$195.39	\$9,836.64	\$222.79	\$349.16	\$256.78	\$155.58	\$166.18	\$189.17	\$2,262.90		\$25,250.30
		Percentage of Total (Hours) =	N/A	1%	9%	0.015776622	0.374942239	0.007811297	0.374942239	0.0078113	0.007811297	0.007811297	0.007811297	0.007811297	0.007811297	0.078112967	100%	10%
		Percentage of Total (Costs) =	2%	0%	7%	0.011601446	0.34814319	0.007738126	0.389565272	0.00882326	0.013827955	0.010169384	0.006161511	0.006581308	0.007491792	0.089618737		

Work Order Estimate Summary

Att.A, AI 10, 10/19/23

Consultant/ Subconsultant:

Contract No: **PWL356.0-22**

Work Order Title: **=Summary!E6**

Task Order No. **WOA356-AE-06.01**

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	Repro & Graphics	LS	\$0.15						\$0.00	0	\$0.00		\$0.00
2	Deliveries	LS	\$25.00						\$0.00	0	\$0.00		\$0.00
3	Mileage	MI	\$0.57						\$0.00	1,020	\$576.30		\$0.00
4	Scanning	LS	\$1.00						\$0.00		\$0.00		\$0.00
5	Other (Photo, etc.)	LS	\$1.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00
6	Aerial Photography	LS	\$1.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00
7	Travel	Trips	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	Research	LS	\$2.00		\$0.00		\$0.00		\$0.00	25	\$50.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$626.30	Subtotal =	\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Deliveries		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	Mileage	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1,020	\$576.30
4	Scanning		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Other (Photo, etc.)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	Aerial Photography		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	Travel		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	Research		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	25	\$50.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Totals =	\$626.30		



Metropolitan Transit System

September 14, 2023

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-06.02

Pacific Rail Enterprises, Inc.
Jennifer Seccombe, President/CEO
3560 University Avenue, Suite F
Riverside, CA 92501

Dear Jennifer Seccombe:

Subject: AMENDMENT NO. 2 TO WORK ORDER WOA356-AE-06, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR THE ORANGE LINE IMPROVEMENT PROJECT

This letter shall serve as Amendment No. 2 to our agreement for Work Order WOA356-AE-06 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services as a result of this Amendment. This Amendment shall reallocate hours and funds from Task 2, Signal Design, to a) Task 4, Survey, for additional field surveys to be performed by Guida Surveying, Inc., and b) to Task 5, OCS Development, for an additional field visit by Burns Engineering (see attached Negotiated Fee Proposal).

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Scope of Services, as described above, shall be for a period of thirteen (13) months from the date of the Notice to Proceed.

PAYMENT

There shall be no change to the Payment as a result of this Amendment. Payment shall be based on actual costs in the amount of \$1,436,753.93, and shall not be exceeded without prior authorization of MTS (see attached Negotiated Fee Proposal).



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:



Jennifer Secombe, President/CEO
Pacific Rail Enterprises, Inc.

Date: 9/19/2023

Attachment: Negotiated Fee Proposal

NEGOTIATED FEE PROPOSAL

**Work Order Estimate
Summary**

Att.B, AI 10, 10/19/23

MTS Doc. No.	PWL356.0-22
Work Order No.	WOA356-AE-06.02
Attachment:	B

Work Order Title:	Orange Line Improvement Project Design
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Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes Description	Total Costs
1	Task Order Management	\$0.00
2	Signal Design	(\$36,537.46)
3	Track and Grade Crossing Civil Designs	\$0.00
4	Survey	\$31,737.74
5	OCS Development	\$4,799.72
6	GO88-B Preparation	\$0.00
7	Construction Staging	\$0.00

Totals = **\$0.00**

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

Item	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task Order Management	0.0	\$0.00
2	Signal Design	-255.7	(\$36,537.46)
3	Track and Grade Crossing Civil Designs	0.0	\$0.00
4	Survey	168.0	\$31,737.74
5	OCS Development	0.0	\$4,799.72
6	GO88-B Preparation	0.0	\$0.00
7	Construction Staging	0.0	\$0.00

Totals = **-87.7** **\$0.00**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	-255.7	(\$36,537.46)
		x		Guida Surveying Inc	168.0	\$31,737.74
				Burns Engineering	0.0	\$4,799.72

Totals = **-87.7** **\$0.00**

Work Order Estimate
Summary

Att.B, AI 10, 10/19/23

Total Hours =	-256
Total Costs =	(\$36,537.46)

Consultant/Subconsultant:	PACIFIC RAILWAY ENTERPRISES	MTS Doc. No.:	PWL356.0-22
Work Order Title:	Orange Line Improvement Project Design Phase	Work Order No.:	WOA356-AE-06.02
		Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Project Manager	Intern	Technical Expert	Task Manager	Technician - Senior	Technician - 3	Technician - 2	Engineer - 1	CADD - 3	CADD - 2	Total Hours	Totals
				\$239.71	\$191.25	\$193.33	\$41.69	\$208.44	\$174.05	\$143.56	\$113.25	\$107.35	\$81.81	\$78.69	\$66.70		
2	Task 2	Signal Design															
	2.1 ABS Upgrades							-25	-25	-25			-16	-14		-105	(\$15,561.87)
	2.2 Interlocking Upgrades							-15	-12	-16			-11	-10		-64	(\$9,198.97)
	2.3 Grade Crossing Warning System Upgrades							-16	-10	-27			-10	-9.65		-73	(\$10,529.12)
	2.4 Fiber System Upgrades											-4	-10			-14	(\$1,247.50)
	2.5 Utility Coordination															0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	-56	-47	-68	0	-4	-47	-33.65	0	-256	(\$36,537.46)
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-11,672.64	\$-8,180.35	\$-9,762.08	\$0.00	\$-429.40	\$-3,845.07	\$-2,647.92	\$0.00	-256	(\$36,537.46)
		Totals (Summary) =														-256	(\$36,537.46)
		Total (Hours) =	N/A	0	0	0	0	-56	-47	-68	0	-4	-47	-34	0	(255.65)	
		Total (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-11,672.64	\$-8,180.35	\$-9,762.08	\$0.00	\$-429.40	\$-3,845.07	\$-2,647.92	\$0.00		\$-36,537.46
		Percentage of Total (Hours) =	N/A	0%	0%	0%	0%	22%	18%	27%	0%	2%	18%	13%	0%	100%	
		Percentage of Total (Costs) =		0%	0%	0%	0%	32%	22%	27%	0%	1%	11%	7%	0%		100%

Work Order Estimate
Summary

Att.B, AI 10, 10/19/23

Total Hours =
Total Costs =

168
\$31,737.74

Consultant/Subconsultant: Guida Surveying Inc

Work Order Title: Orange Line Improvement Project Design

MTS Doc. No.: PWL356.0-22

Work Order No.: WOA356-AE-06.02

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Surveyor - 3	Surveyor-2	Surveyor-1	Field Technician - Senior	Surveyor - Senior	Technical Expert	Technician - Senior	Technician - 3	Tecnician - 1	CADD - Senior	CADD - 3	Admin - Senior	Task Manager	Total Hours	Totals
				\$204.93	\$195.39	\$183.14	\$145.04	\$222.79	\$256.78	\$226.29	\$189.17	\$155.58	\$148.50	\$123.75	\$127.29	\$349.16		
4	Task 4	Survey																
	4.5 Supplemental Phase 1 Survey - Post 30% Submittal		\$625.00		56	56	3	3	3	4	6	3	26	3	2	3	168	\$31,737.74
		Subtotals (Hours) =	N/A	0	56	56	3	3	3	4	6	3	26	3	2	3	168	\$31,737.74
		Subtotals (Costs) =	\$625.00	\$0.00	\$10,941.84	\$10,255.84	\$435.12	\$668.37	\$770.34	\$905.16	\$1,135.02	\$466.74	\$3,861.00	\$371.25	\$254.58	\$1,047.48	168	\$31,737.74
		Totals (Summary) =															168	\$31,737.74
		Total (Hours) =	N/A	0	56	56	3	3	3	4	6	3	26	3	2	3	168	
		Total (Costs) =	\$625.00	\$0.00	\$10,941.84	\$10,255.84	\$435.12	\$668.37	\$770.34	\$905.16	\$1,135.02	\$466.74	\$3,861.00	\$371.25	\$254.58	\$1,047.48		\$31,737.74
		Percentage of Total (Hours) =	N/A	0%	33%	33%	2%	2%	2%	2%	4%	2%	15%	2%	1.2%	1.8%	100%	
		Percentage of Total (Costs) =		2%	0%	34%	32%	1%	2%	2%	3%	4%	1%	12%	1%	0.8%	3.3%	95%

Work Order Estimate Summary

Att.B, AI 10, 10/19/23

Consultant/ Subconsultant: **Guida Engineering**

Contract No: **PWL356.0-22**

Task Order No. **WOA356-AE-06.02**

Work Order Title: **Orange Line Improvement Project Design**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	MI	\$0.625						\$0.00	1,000	\$625.00		\$0.00
2	MTS Safety Training	EA	\$150.000						\$0.00	0	\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
										Subtotal =			\$625.00
										Subtotal =			\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1,000	\$625.00
2	MTS Safety Training		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
												Totals =	
												\$625.00	

Work Order Estimate
Summary

Att.B, AI 10, 10/19/23

Total Hours =
Total Costs =

0
\$4,799.72

Consultant/Subconsultant:	BURNS Engineering	MTS Doc. No.:	PWL356.0-22
Work Order Title:	Orange Line Improvement Project Design Phase	Work Order No.:	1
		Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Classification	Classification	Classification	Classification	Total Hours	Totals
				\$275.84	\$233.37						
5		Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
	Task 5	OCS Development									
	5.1 E2 Interlocking									0	\$0.00
	5.2 E8 Interlocking									0	\$0.00
	5.3 E10 Interlocking									0	\$0.00
	5.4 Supplemental Phase 1 Site Investigation		\$ 4,799.72							0	\$4,799.72
		Subtotals (Hours) =	N/A	0	0	0		0	0	0	\$4,799.72
		Subtotals (Costs) =	\$4,799.72	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0	\$4,799.72
		Totals (Summary) =								0	\$4,799.72
	Total (Hours) =	N/A	0	0	0	0	0	0	0		
	Total (Costs) =	\$4,799.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,799.72
	Percentage of Total (Hours) =	N/A		0%	0%	0%	0%	0%	0%	0%	
	Percentage of Total (Costs) =		100%	0%	0%	0%	0%	0%	0%		100%

Work Order Estimate Summary

Att.B, AI 10, 10/19/23

Consultant/ Subconsultant: **Burns Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design**

Task Order No. **WOA356-AE-06.02**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel	Trips	\$1,199.93						\$0.00		\$0.00	4	\$4,799.72
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$4,799.72

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8		Quantity	Total	Quantity	Total	Totals	
		Quantity	Total	Quantity	Total	Quantity	Total					Quantity	Total
1	Travel		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$4,799.72
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Totals =	
												\$4,799.72	



Metropolitan Transit System

October 19, 2023

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-06.03

Pacific Rail Enterprises, Inc.
Jennifer . Seccombe
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Mrs. Seccombe:

Subject: AMENDMENT NO. 3 TO WORK ORDER WOA356-AE-06, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR THE ORANGE LINE IMPROVEMENT PROJECT – PHASE 2

This letter shall serve as Amendment No. 3 to our agreement for Work Order WOA356-AE-06 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Amendment shall provide additional design services for plans, specifications, and estimates (PS&E) for Phase 2 of the Project. (Attachment A).

SCHEDULE

This Amendment shall add fifteen (15) months to the Schedule. The Scope of Services, as described above shall be for a period of twenty-eight (28) months from the date of the Notice to Proceed.

PAYMENT

This Amendment add to the \$2,533,199.09 to the Payment. The Payment shall be based on actual costs in the revised amount of \$3,969,953.02, and shall not be exceeded without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Jennifer Seccombe, President/CEO
Pacific Rail Enterprises

Date:

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

DRAFT

**ATTACHMENT A
SCOPE OF SERVICES**

DRAFT

**WORK ORDER TITLE: Orange Line Improvement Project, MTS Doc. No. WOA356-AE-06.03
Phase 2**

I. PROJECT UNDERSTANDING

The Orange Line Improvement Project will make trolley system improvements at various locations within the 17.6-mile line, benefitting the riding public and the cities of San Diego, Lemon Grove, La Mesa, and El Cajon. The Project goal is to improve service reliability and operating flexibility, maintain grade crossing safety, increase the State of Good Repair, and, ultimately, ridership.

The Project will upgrade the signal system and grade crossing warning systems to support bi-directional running between Massachusetts Avenue Station and El Cajon Transit Center. The Orange Line automatic block signal (ABS) system was initially built for unidirectional running, with the grade crossing warning systems monitoring trains approaching the normal traffic direction. Trains operating reverse current of traffic must do so under a set of rules that significantly reduce efficiency. Trains must stop one car length approaching each grade crossing to activate the warning system and then proceed once the gates are in the down position. Trains must operate at restricted speed, which limits the maximum authorized speed (MAS) to 20 mph.

The Project will also improve MTS' State of Good Repair. Signal instrument shelters and the associated equipment within this area are approximately 35 years old, have served their useful life, and need upgrading. These upgrades will improve the overall reliability, performance, and maintenance of the Orange Line.

II. SCOPE OF WORK

Pacific Railway Enterprises, Inc. (PRE) will prepare plans, specifications, and estimates (PS&E) for Phase 2 of the Project. The following is a detailed description of the tasks required to meet the Project goal.

Task 1 – Task Order Management

This Task includes the associated project management services, including the requirements for progress reports, invoicing, meetings, and administration of the Consultant's and Subconsultant's work.

Task 1.1 – Project reporting

Monthly invoices and progress reports of the work will be consistent with the MTS reporting and invoicing formats.

Task 1.2 – Project Management and Coordination with Subconsultants

PRE's management and oversight administration of the subconsultants' work. PRE's Project Management Plan (PMP) will be updated regularly and track the project schedule, budget, and risk registry throughout the Project's life cycle.

Task 1.3 – Project Development Team (PDT) Meetings with MTS

Twelve (12) monthly PDT meetings will be held virtually and will work with MTS (1-hour each). Agendas will be prepared for each meeting. Action items and project risk register will be updated after each meeting and distributed to the team via email. There will be overlap with the Orange Line Phase 1 work, but it is anticipated that additional meetings will be needed to combine the packages for construction.

Task 1.4 Interdisciplinary Team meetings

Twelve (12) 1-hour interdisciplinary team meetings will be held internally PRE and the subconsultant team. These meetings will be held before the PDT meetings to discuss and identify risks and determine which items need to be added to the agenda for discussion with MTS.

Task 1.5 Bluebeam Interdisciplinary Review Sessions

Before submitting each design submittal, a Bluebeam interdisciplinary review session will be held to allow each discipline to review the comprehensive design package. This review will increase the overall quality of the design and identify the impacts of overlapping discipline design. Three (3) sessions are anticipated at 2 hours each to support 30%, 100%, and Final design submittals.

Task 2 – Signal Design

Task 2.1 - ABS Upgrades

A block design for the area between Massachusetts Avenue and El Cajon Transit Center will be developed to incorporate reverse running. Safe braking distances will be calculated and incorporated into the design. An aspect chart will be created with the block design at the 30% signal design stage.

As the existing copper-line-circuited, relay-based signal system does not support bidirectional ABS, the design will upgrade the system to a vital processor-based system utilizing a fiber optic network.

Upgrading the equipment necessary for these changes will replace most of the original signal equipment installed in the 1980s, surpassing its useful life cycle. This effort will bring this track portion up to the State of Good Repair and reduce maintenance costs.

It is anticipated that 10 bi-directional double track intermediate signal locations will be added to the design. A total of 8 interlocking houses and approximately 30 rail cases (final count to be determined at the 30% design stage) will be designed for addition or replacement and upgrade.

Task 2.2 - Interlocking Upgrades

The signal design will upgrade five existing interlockings for the proposed bi-directional ABS. One manual crossover will be converted to a power-operated interlocking. In addition, two locations will be selected for new crossovers. E26, which is presently under construction and will have a relay based interface (railroad west direction) will be modified for 100% modern equipment use.

The signal improvements for the following interlockings will include a new instrument shelter, power-operated switch machines, wayside signals, track circuits, route control equipment, conduit, cable, insulated joints, and associated circuits.

1. E12 Interlocking. The interlocking will remain two single crossovers divided by High St. and the SR94. Each crossover will be upgraded with modern equipment capable of bi-directional running.
2. E18 Interlocking. The interlocking will remain a single power operated crossover but will be upgraded with modern equipment capable of bi-directional running.
3. E20 Interlocking (Baltimore Junction). The interlocking will remain a XXXX but will be upgraded with modern equipment capable of bi-directional running.
4. E22 Interlocking. The interlocking will remain a single power operated crossover but will be upgraded with modern equipment capable of bi-directional running.
5. E356 Switch Locks (to be renamed EXX Interlocking). The crossover will be upgraded to a power-operated interlocking. This single crossover is configured with manual switch stands and electric locks.
6. E24 Interlocking. The interlocking will remain a single power operated crossover but will be upgraded with modern equipment capable of bi-directional running.
7. New Crossover 1A or 1B location Interlocking. There are 2 potential locations that will be evaluated for the new crossover between Massachusetts and Lemon Grove station. One of these locations will be selected at the 30% design level.
8. New Crossover 2 location Interlocking. A new crossover will be placed between Severin Drive and Grossmont Summit.

Task 2.3 - Grade Crossing Warning System Upgrades

State of Good Repair Upgrades

Eleven grade crossings from San Miguel to Hill Street will be upgraded to support bi-directional running with new MUTCD warning devices, instrument shelters, vital processors with fiber optic network, track circuits, conduit, cable, and associated circuits:

1. San Miguel Avenue
2. Central Avenue
3. Broadway
4. High Street
5. Lemon Avenue
6. La Mesa Blvd
7. Allison Avenue
8. University Avenue
9. I-8 Offramp
10. Severin Drive
11. Hill Street

Within the limits of Massachusetts station and El Cajon, there are three additional crossings that will be upgraded for bi-directional running:

1. Massachusetts Avenue (new shelter, ElectrologIXS and bi-directional operation)

2. North Avenue (ElectrologIXS and bi-directional operation)
3. Palm Avenue* (adjustments for bi-directional operation)

*Palm Avenue will be upgraded to ElectrologIXS and new shelter within the El Cajon Third Track Project.

Task 2.4 – Fiber System Upgrades

The existing fiber within the Orange Line consists of a 24-strand fiber optic cable for train control applications and a 144-strand fiber optic cable for station applications. This fiber is installed aerially throughout much of the line, except for underground installation at the stations. The Orange Line utilizes programmable logic controllers (PLCs) to send supervisory information (CTC) along the line to the operations center. Within Massachusetts Avenue Station and El Cajon limits, the existing fiber system will be upgraded to the MTS standard vital and non-vital communications utilized on other MTS lines, such as the Blue Line. New fiber access will be required at locations added or adjusted for the signal block layout and will be determined and coordinated in conjunction with that design. New areas may require more aerial fiber work if there is insufficient nearby cable slack. There are also several known areas where fiber slack and or splice enclosures are located within the existing signal instrument cases. This fiber will need to be relocated so that the instrument case can be removed. In the area east of Grossmont Station, there is a single 72-strand fiber optic cable. As there is no dedicated vital fiber cable, PRE will need to analyze whether this is acceptable for vital fiber use. This may require adjusted MTS procedures to protect the existing fiber optic cable as a mission critical asset in this area. Any interruption to this cable will impact MTS operations after the upgrades are completed.

Task 2.5 – Utility Coordination

New meter service and coordination with SDG&E will be required at signal instrument shelters. Many of the existing meters are attached to the instrument cases that will be replaced, requiring meter relocation at a minimum. Some new meter services will be needed to support the signal design. Overall utility coordination effort is unknown until the 30 percent signal block design is completed.

Signal Design Plan Development and Deliverables

The signal design PS&E portion of the work will be developed in the following phases.

1. 30%: The Initial plan development will include a signal layout, aspect charts, fiber plan, opinion of probable costs (OPC), and specification outline.
2. 100%: Address 30% MTS comments, final development of signal layout, aspect chart, fiber plan, location plans, specifications, and updated OPC. A bid list for signal items will also be provided.
3. Final PS&E: Address 100% MTS comments, seal final package for bid.

Task 3 – Trackwork & Pedestrian Walkway Civil Design

Task 3.1 – Crossover 1A (30% Design)

Crossover 1A will be developed to the 30% design level for MTS evaluation. This #10 crossover will be located between Massachusetts and Lemon Grove stations.

Task 3.2 – Crossover 1B (30% Design)

Crossover 1B will be developed to the 30% design level for MTS evaluation. This #10 crossover will be located between Massachusetts and Lemon Grove stations.

Task 3.3 – Crossover 1 (MTS selected 1A or 1B; 30% to Final Design)

Once MTS selects the preferred crossover location of 1A or 1B, Crossover 1 will be developed to final design level.

Task 3.4 – Crossover 2

Crossover 2 will be located between Severin Drive and Grossmont Summit as a #10 crossover.

Task 3.5 – Trackwork Replacement at E20

At E20 a design will be prepared for the replacement of the diamond. PRE will work with Wayside Maintenance of Way to identify any other components that need to be included for the turnouts. To determine the diamond geometrics, the track leading into the diamond for both the Orange and Green Line will be surveyed and analyzed for the alignment.

Track Design Plan Development

The track design PS&E portion will be developed in the following phases.

1. 30%: Track plan & profile sheets, sections, details, specification sections, and estimates.
2. 100%: Address 30% MTS review comments, finalize each track plan & profile, sections, details, specifications, and opinion of probable costs. A bid list for track items will also be provided.
3. Final PS&E: Address 100% MTS review comments, seal final package for bid.

Task 4 – Survey

A survey will be needed for the following areas:

1. Track crossovers & diamond area

Task 4.1 – Crossover 1A

Track cross section survey shots shall be taken at 25' on center including but not limited to, top-of-rail, catenary poles and guy wires, fences, curbs, trees, streetlights, utilities, signals and signal equipment, toe-of-ballast, drainage facilities, and all other visible features.

Task 4.2 – Crossover 1B

Track cross section survey shots shall be taken at 25' on center including but not limited to, top-of-rail, catenary poles and guy wires, fences, curbs, trees, streetlights, utilities, signals and signal equipment, toe-of-ballast, drainage facilities, and all other visible features.

Task 4.3 – Track Replacement (East of E20, E20 Diamond, & Green Line Segment)

For the sections of curve-worn rail, survey cross section shots shall be taken at 25' intervals of both rails on both tracks for a total length of 2330'.

For the diamond replacement, shots shall be taken on both rails of both tracks through the curved section through E20 (1500') and the tangent segment of the Green Line (830'). Also, a detailed

survey of the diamond and turnouts shall be coordinated with the civil engineer who must be present during the survey to assist the surveyors in shooting the needed information.

Task 4.4 – Crossover 2

Track cross section survey shots shall be taken at 25' on center including but not limited to, top-of-rail, catenary poles and guy wires, fences, curbs, trees, streetlights, utilities, signals and signal equipment, toe-of-ballast, drainage facilities, and all other visible features.

Task 5 – OCS Development

The Subconsultant will develop PS&E documents for the OCS modifications required for the Crossovers 1A, 1B, and 2. This will include OCS structures, foundations, OCS conductors and hardware, traction power feeder sectionalizing, rail return bonding, and grounding.

1. 30%: Development of layout drawings showing foundation and pole locations, system sectionalizing diagrams, wiring plans, specification outline, and preparation of the opinion of probable costs.
2. 100%: Address MTS 30% design review comments, further development of layout drawings showing foundation and pole locations, system sectionalizing diagrams, wiring plans, specifications, and the updated opinion of probable costs. A bid list for OCS items will also be provided.
3. Final PS&E: Address MTS 100% design review comments, seal final package for bid.

Task 5.1 – Crossover 1A (30% design)

There are 2 sections of tangent track located between Massachusetts and Lemon Grove stations. The first area will be evaluated for OCS design modifications to the 30% level. This will be evaluated as Crossover 1A. A single crossover will be selected beyond the 30% level.

Task 5.2 – Crossover 1B (30% design)

The second area of tangent track located between Massachusetts and Lemon Grove stations will be evaluated for OCS design modifications to the 30% level. This will be evaluated as Crossover 1B. A single crossover will be selected beyond the 30% level.

Task 5.3 – Selected Crossover 1 (100% and Final design)

The selected crossover will be developed in corporate OCS within the 100% and Final design levels.

Task 5.4 – Crossover 2 (30%, 100% and Final design)

Crossover 2 will be located between Severin Drive and Grossmont Summit. This crossover will be developed to incorporate OCS at the 30%, 100%, and Final design levels.

Task 6 – Construction Staging

Construction staging constraints will be developed and coordinated with MTS, from which the plans will be developed, considering LRT operations and MOW during shutdowns as needed for the construction. The staging plans will be developed and submitted to MTS for review at the 90%

and 100% design level. The staging plans will clearly describe how extended and when MTS will allow shutdowns. Care will be taken to avoid working during special events when trolley ridership is at its highest.

To coordinate with MTS operations 3 meetings will be held with MTS personnel, 2 hours each meeting.

Task 7 – CPUC Safety Certification Plan

CPUC General Order 164-E requires MTS to develop a Safety Certification Plan (SCP) which ensures that elements critical to safety are planned, designed, constructed, analyzed, tested, inspected, and implemented, and that employees are trained, and rules and procedures are followed in compliance with regulatory safety requirements. Within this task, PRE has defined activities that will take place during the design process. Activities that will be required during the construction period will be addressed at the design support during construction phase.

The SCP is required to include:

1. Project description, alignment map, and budget.
2. Organizational authority, assigned responsibilities, and organization chart.
3. The hazard management process used to conduct safety hazard analyses and safety hazard resolution.
4. A list of all safety and security design criteria that will be used in the planning, design and construction of the project.
5. A list of certifiable elements and sub-elements.
6. The process for conducting safety certification audits in accordance with written checklists to verify compliance and judge the effectiveness of the SCP.
7. Format of conformance checklists, and a list of the actual checklists as they become available.
8. Safety certification milestones.
9. Procedure for updates.

The identified Certifiable Elements include:

1. Switch machines
2. Signals
3. Wayside Signal Controller
4. Grade Crossing Warning Systems
5. Track Circuits

PRE will propose project segments in which to complete the certification that will support continued operation of the line during construction.

Task 7.1 – Draft and Final SCP

PRE will draft the project specific SCP. The SCP is required to be submitted to the CPUC during the preliminary engineering phase. This plan will be submitted with the 30% design for MTS review. The SCP is required to be maintained during the project development cycle.

Task 7.2 – Preliminary Hazard Analysis - Design

PRE will identify hazards within the design that will impact MTS. MTS will identify hazards in the areas of Training, Maintenance and Operations. This effort will be completed by the 30% level design, updated at 100% level design and monitored throughout the design process.

PRE will host a workshop with MTS staff to review historical hazard/accident data, operational experience and lessons learned.

All identified hazards will be assessed, categorized, tracked and resolved through a resolution process, including a selection of the following mitigation methods:

1. Design to eliminate hazards
2. Eliminate system/subsystem component
3. Utilize warning devices
4. Implement special procedures and training
5. Accept the hazard

Task 7.3 – Develop Design Criteria Conformance Checklists

PRE will develop conformance checklists for the project specific design criteria to be measured against at the 30% level and monitored throughout design. The criteria used will be the SANDAG LRT design criteria, AREMA Signal and Communications Guidelines, and industry best practices. The list will cover the Certifiable Elements listed herein. A certification tracking system will be developed.

Task 7.4 – Conduct Independent Safety Audits

PRE will perform independent safety audits periodically through the design phase.

Task 7.5 – Verify Design Criteria Conformance Checklists and Issue Certificates

PRE will complete the checklists and issue certifications for conformance. This will be performed at 100% level design.

Task 7.6 – Develop Construction Specification Conformance Checklists

PRE will develop specification conformance checklists, based on the contract specifications. This will be completed at 100% level design.

Task 7.7 – Develop Safety Related Testing Conformance Checklists

PRE will develop safety-related testing conformance checklists, based on design parameters to verify equipment functions safely and does not contain or create known hazards. This will be completed at 100% level design.

III. PERIOD OF PERFORMANCE

The period of performance for required services shall be fifteen (15) months from the date of the Notice to Proceed (NTP).

IV. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Task	Begin/End
Task Order Management	15 months from NTP
30% PS&E	5 months from NTP
100% PS&E	10 months from NTP
Final PS&E	15 months from NTP

V. EXCLUSIONS/EXTRAS

1. Any support needed to address any comments or changes following submission of the Final PS&E documents shall require a work order amendment.
2. Any environmental studies, documentation, surveys, and other related environmental activities are excluded.
3. Traffic studies and traffic engineering are excluded.
4. Structural design/modifications necessary for walls are excluded.
5. Utility investigation requiring utility potholing is excluded.
6. Permit processing with cities within the project limits is excluded.
7. Right-of-way engineering and acquisition is excluded.
8. Bid support and design support during construction is not included as part of this work order.
9. LIDAR data is excluded.
10. Traffic control plans are excluded.
11. Geotechnical investigations are excluded.
12. CPUC site diagnostic meetings are excluded.

VI. ASSUMPTIONS

1. Freight speeds will not be increased.
2. MTS has sufficient property to support new signal enclosures where required.
3. Grade crossings will use simultaneous preemption will not require advanced preemption.
4. Any flagging requests cost to support field visits will be funded by MTS.
5. Existing fiber has sufficient slack to support new signal enclosures within 100' of location.

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

DRAFT

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

MTS Doc. No. **PWL356.0-22**
Work Order No. **WOA356-AE-06.03**
Attachment: **B**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes Description	Total Costs
1	Task Order Management	\$133,428.90
2	Signal Design	\$1,934,230.20
3	Track Replacement and Station Pedestrian Walkway Civil Design	\$99,899.20
4	Survey	\$53,357.09
5	OCS Development	\$139,301.60
6	Construction Staging	\$36,451.38
7	CPUC Safety Certification Plan	\$136,530.72

Totals = **\$2,533,199.09**

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

Item	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task Order Management	564.0	\$133,428.90
2	Signal Design	14678.0	\$1,934,230.20
3	Track Replacement and Station Pedestrian Walkway Civil Design	632.0	\$99,899.20
4	Survey	279.0	\$53,357.09
5	OCS Development	520.0	\$139,301.60
6	Construction Staging	182.0	\$36,451.38
7	CPUC Safety Certification Plan	640.0	\$136,530.72

Totals = **17,495.0** **\$2,533,199.09**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	16,624.0	\$2,321,061.64
		x		Guida Engineering	279.0	\$53,357.09
				Burns Engineering	592.0	\$158,780.36

Totals = **17,495.0** **\$2,533,199.09**

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Total Hours =		16,624		Consultant/Subconsultant: PACIFIC RAILWAY ENTERPRISES												MTS Doc. No.: PWL356.0-22	
Total Costs =		\$2,321,061.64		Work Order Title: Orange Line Improvement Project Design Phase 2												Work Order No.: WOA356-AE-06.03	
				Attachment: B													
</																	

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Consultant/ Subconsultant: **Pacific Railway Enterprises**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Task Order No. **WOA356-AE-06.03**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	MI	\$0.655		\$0.00	2,500	\$1,637.50	200	\$131.00		\$0.00		\$0.00
2					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$1,637.50	Subtotal =			\$131.00
						Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2,700	\$1,768.50
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =		\$0.00		Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Totals =	\$1,768.50

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Total Hours =
Total Costs =

279
\$53,357.09

Consultant/Subconsultant: GUIDA Engineering

Work Order Title: Orange Line Improvement Project Design Phase 2

MTS Doc. No.: PWL356.0-22
Work Order No.: x
Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Surveyor - 3	Surveyor-2	Surveyor-1	Field Technician - Senior	Surveyor - Senior	Technical Expert	Technician - Senior	Technician - 3	Tecnician - 1	CADD - Senior	CADD - 3	Admin - Senior	Task Manager	Total Hours	Totals
				\$214.77	\$204.77	\$191.93	\$152.00	\$233.48	\$269.11	\$237.15	\$198.25	\$163.04	\$155.63	\$129.69	\$133.40	\$365.92		
4	Task 4	Survey																
	4.1 Crossover 1A		\$125.00		18	18		1	1	1	2	4	6	4			55	\$10,506.54
	4.2 Crossover 1B		\$125.00		18	18		1	1	1	2	4	6	4			57	\$11,005.96
	4.3 Track Replacement (West of E20, E20 Diamond, & Green Line Segment)		\$250.00	8	32	32	8	1	1	2	2	8	8	8	1	1	112	\$21,338.15
	4.4 Crossover 2		\$125.00		18	18		1	1	1	2	4	6	4			55	\$10,506.54
																	0	\$0.00
		Subtotals (Hours) =	N/A	8	86	86	8	4	4	5	8	20	26	20	2	2	279	\$53,357.09
		Subtotals (Costs) =	\$625.00	\$1,718.16	\$17,610.22	\$16,505.98	\$1,216.00	\$933.92	\$1,076.44	\$1,185.75	\$1,586.00	\$3,260.80	\$4,046.38	\$2,593.80	\$266.80	\$731.84	279	\$53,357.09
		Totals (Summary) =															279	\$53,357.09
		Total (Hours) =	N/A	8	86	86	8	4	4	5	8	20	26	20	2	2	279	
		Total (Costs) =	\$625.00	\$1,718.16	\$17,610.22	\$16,505.98	\$1,216.00	\$933.92	\$1,076.44	\$1,185.75	\$1,586.00	\$3,260.80	\$4,046.38	\$2,593.80	\$266.80	\$731.84		\$53,357.09
		Percentage of Total (Hours) =	N/A														100%	
		Percentage of Total (Costs) =		1%	3%	31%	31%	3%	2%	2%	3%	7%	9%	7%	1%	1%		100%

DRAFT

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Consultant/ Subconsultant: **Guida Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Task Order No. **WOA356-AE-06.03**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	MI	\$0.655						\$0.00	954	\$625.00		\$0.00
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
									\$0.00	Subtotal =			\$625.00
									\$0.00				\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	954	\$625.00
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
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Att.C, Al 10, 10/19/23

592
\$158,780.36

Attachment: **B**

nt				
		12		
		12	12	
		12	12	
each))		6	6	
Subtotals (Hours) =	N/A	42	30	
Subtotals (Costs) =	\$0.00	\$12,141.36	\$7,337.40	\$
	\$5,000.00	35	65	
		35	65	
		30	80	
		60	150	
Subtotals (Hours) =	N/A	160	360	
Subtotals (Costs) =	\$5,000.00	\$46,252.80	\$88,048.80	\$
	N/A	202	390	
	\$5,000.00	\$58,394.16	\$95,386.20	
	N/A	34%	66%	
	3%	37%	60%	

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Consultant/ Subconsultant: **Burns Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Task Order No. **WOA356-AE-06.03**

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	Trips	1	\$5,000.00						\$0.00		\$0.00	1	\$5,000.00
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$5,000.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Trips		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$5,000.00
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =		\$0.00	Subtotal =		\$0.00	Subtotal =		\$0.00	Subtotal =		\$0.00	Totals =	\$5,000.00



Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

South Bay Zero Emission Bus (ZEB) Overhead (OH) Charging Infrastructure Construction – Change Order

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to: authorize the CEO to expend up to an additional \$200,000.00 in contingency for new amendments or change orders under MTS Doc. NO. PWB333.0-21 with Palm Engineering Construction Company, Inc. (Palm Engineering) on the South Bay ZEB OH Infrastructure Construction Project, bringing total expenditure authority to \$9,438,067.21.

Budget Impact

This contract is funded by Capital Improvement Program (CIP) 1009113101 – Iris Rapid Charging Infrastructure. The total Board approved authority inclusive of today's proposed action is shown below:

	Status	Bidder Cost	10% Contingency	Total w/Contingency
Base	Executed	\$5,183,782.94	\$518,378.29	\$5,702,161.23
Add Alternate 1 – Permanent Generator	Not executed	\$1,692,228.30	\$169,222.83	\$1,861,451.13
Add Alternate 2 – Battery Storage	Not executed	\$410,100.60	\$41,010.06	\$451,110.66
Add Alternate 3 – Photovoltaic System	Not executed	\$820,826.08	\$82,082.61	\$902,908.69
Add Alternate 4 – Earthwork Hazardous Waste	Executed but later credited (See CO 6 description)	\$291,305.00	\$29,130.50	\$320,435.50
Total Board Approved 12/16/21		\$8,398,242.92	\$839,824.29	\$9,238,067.21
Board request 10/19/23 to add contingency				\$200,000.00
Total after Board Approval 10/19/23				\$9,438,067.21



DISCUSSION:

Contract Background

On December 16, 2021 (AI 16), the MTS Board of Directors authorized an agreement with Palm Engineering to construct a new overhead gantry system capable of providing charging to Battery Electric Buses (BEBs). Once complete, the South Bay Bus Maintenance Facility will have the ability to charge twenty-four (24) battery electric buses as well as expand as needed for future overhead charging projects.

As part of the Board's original contract approval, a 10 percent contingency was authorized to cover potential change orders during construction. Based on the contract base bid, this resulted in a \$518,378.29 contingency fund. Throughout the course of construction there have been seven change orders issued under CEO authority totaling \$402,767.81 which have reduced the available base contingency from the original Board approval of \$518,378.29, down to \$115,610.48 (\$518,378.29-\$402,767.81).

The change orders issued under the Board-approved contingency are summarized below:

Change Orders (CO)	Purpose	Amount
CO 1	Asbestos and Utility Work	\$63,415.33
CO 2	Circuit breakers; unforeseen conditions; concrete revisions	\$54,935.68
CO 3		N/A - Voided
CO 4 & 5	Pantograph and DC outlet changes	\$325,859.16
CO 6	Deducted Add Alternative 4 work related to Hazard Soil Allowance (credit); added temporary switchboard; bollards, asphalt, etc.	-\$79,570.76
CO 7	Pantograph, platform, etc	\$38,128.40
Total		\$402,767.81

Change Order No. 1

This change order is for the removal of an unforeseen asbestos containing water line in conflict with the work, upsizing an electrical vault to accommodate a larger number of conduits, increasing structural tie beams to be relocated around existing unknown utilities, demolishing unforeseen underground asphalt & concrete and extending future conduits to meet SDGE design standards. The total costs of this change order were \$63,415.33.

Change Order No. 2

This change order is for adding additional circuit breakers, removal of unforeseen underground boulders not identified in the Geotechnical Report, and concrete revisions to the equipment island. The total costs of this change order were \$54,935.68.

Change Orders No. 4 & 5

This change order is for adding additional pantograph shields, DC outlet indicator lights, RFID readers, antennas, and Unistrut supports for the DC outlet boxes at all pantograph locations to support the charging equipment. The total costs of this change order were \$325,859.16.

Change Order No. 6

This change order is for revising the concrete island to be flat and level to accommodate the substations, replacing bollards with bolt down bollards, installation of temporary asphalt for driver safety, purchase of temp switchboard to mitigate bus charging delays in waiting for permanent switchboard delivery, installation of temp switchboard, light fixture additional support and mounting.

In addition, MTS staff originally executed Add Alternative 4 work related to an allowance for earthwork hazardous waste, as it was anticipated that through construction, hazardous soil may have been found that would need to be hauled and disposed. No hazardous soil was identified during construction. Since there were no hazardous soils found, this allowance for earthwork hazardous waste was credited. The total costs of this change order, inclusive of the deduction of Add Alternative 4 work related to earthwork hazardous waste (a credit of \$291,305), were -\$79,570.76.

Change Order No. 7

This change order is to modify pantograph frames and perform an additional mockup due to fit up issues, field adjustments to charger platform placement to ensure proper alignment and connectivity between grating openings and conduits below and additional structural welding of electrical grounding plates. The total costs of this change order were \$38,128.39.

Today's Proposed Action: Additional Contingency (\$200,000)

It has become evident during the course of construction that there are unforeseen challenges with designing and installing new battery electric bus charging infrastructure systems. Some of these challenges require additional design work, additional infrastructure & components, and additional manpower to install new equipment. It is assumed there will be additional upcoming revisions needed as part of the commissioning process for this new emerging technology. MTS is currently in the process of negotiating change orders for additional charging cabinet disconnects, installation of a charge management software control panel, revisions to handrails, and other pending miscellaneous items. These change orders will further reduce the available Board authorized contingency balance of \$115,610.48.

For today's second action, staff is requesting \$200,000.00 in additional contingency over the current available contingency balance, bringing the total available contingency amount to \$315,610.48.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to expend up to an additional \$200,000.00 in contingency for new amendments or change orders under MTS Doc. No. PWB333.0-21 with Palm Engineering on the South Bay ZEB OH Infrastructure Construction Project, bringing total expenditure authority to \$9,438,067.21.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. MTS Doc No. PWB333.0-21 Change Orders 1, 2, 4, 5, 6 and 7

PWB333.1-21 - CCO 1



**Metropolitan
Transit
System**

CONSTRUCTION CHANGE ORDER

Project Name: ZEB OH INFRA CONSTRUCTION

Date: 9/16/2022

To: San Diego Metropolitan Transit System
From (Contractor): PALM ENGINEERING CONSTRUCTION CO. INC.

Contract Number: PWB333.1-21
CCO Number:

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

Any time there is a change to a Subcontractor or Other Third Party Contractors resubmit Attachment: SUBCONTRACTORS and THIRD PARTY CONTRACTORS. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of: abandon asbestos water line, upsize phase 1 vault, updated utility detail, remove asph concr at storm drains, sdge tie in changes per attached CCO1 package.

A. Contractor Cost of the Work

Payroll Costs (See attached supporting documentation.)	\$ -	
Materials (See attached supporting documentation.)	\$ -	
Equipment (See attached supporting documentation.)	\$ -	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
CCO1 - various changes, see attached pco 2,3,4,5,7	\$ -	
Other - describe services	\$ 63,415.33	
	Subtotal A: \$	63,415.33

B. Subcontractor Cost of the Work

Payroll Costs (See attached supporting documentation.)	\$ -	
Equipment (See attached supporting documentation.)	\$ -	
Materials (See attached supporting documentation.)	\$ -	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	
	Subtotal B: \$	-

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit	5%		
Overhead and Profit on Subcontractors	-5%		
Bonds and Insurance	1%		
		Subtotal C: \$	-


Total = (A + B + C) Total: \$ 63,415.33

	\$	
	\$	
Adjustment by this Change Order	\$	63,415.33
	Total: \$	-

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by **##** days

Original Completion Date:	#####
Adjustment by Change Order No. <u>X</u> through Change Order <u>X</u> (if applicable)	#####
Adjustment by this Change Order	#####
New Completion Date	#####

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price


09/20/22
 Contractor Date:

Karen Landers
 MTS Chief Executive Officer
 10/12/2022
 Date:

Digitally signed by Karen Landers
DN: cn=Karen Landers, o=San Diego Metropolitan Transit System, ou_email=Karen.Landers@sdmts.com, c=US
Date: 2022.10.13 16:17:29 -0700

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

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, San Marcos, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.





CONTRACT CHANGE ORDER (CCO)

ZEB Overhead Infrastructure (SBMF)			
Contractor:	Palm Engineering Construction Company, Inc.		
Contract Number:	PWB333.0-21	PO Number:	4500046283
CCO Number:	1	Contractor PCO Number(s):	2, 3, 4, 5 and 7
CCO Total:	\$62,884.24		

Scope Summary of the Extra Work as Part of this Change Order:

1. PCO #2: Per the direction of the EOR, the contractor had to remove an unforeseen and abandoned 4" asbestos containing water line that was in conflict with the phase 1 electrical trench. Work includes removal and disposal of the ACM pipe.

Subtotal: **\$2,652.00**

2. PCO #3: Per the direction of the EOR and RFI 8, contractor was to upsize the phase 1 vault to accommodate a larger number of conduits. Work includes extra excavation and material costs for the larger vault.

LS Vault / Shoring Costs:	\$ 6,392.97
Bid Item 8 Excavation Increase 139.16 CY	\$14,890.12
Bid Item 9 Load, Haul, Dispose Increase 139.16 CY	<u>\$ 6,679.68</u>

Subtotal: **\$27,962.77**

3. PCO #4: Due to existing unforeseen conditions related to the underground utilities as discussed in RFIs 19 & 23, the EOR provided revised structural drawings (Rev 2 6/20/22). This created extra detailing for the structural steel sub in order to re-detail and provide new shop drawings.

LS Steel Detailing Cost Total:	\$ 2,873.85
Bid Item 40 Pier Cap, Tie Beams Increase 11.24 CY	\$10,498.16
Bid Item 41 Drilled Shafts Piers Decrease 2.3 CY	<u>-\$ 3,056.70</u>

Subtotal: **\$10,315.31**

4. PCO #5: Per the direction in RFI 3 from the EOR, the contractor was to breakout, remove and dispose of existing concrete and asphalt at and around the storm drain vaults to accommodate the new tie beams. Extra work is for the removal and disposal efforts.

Subtotal: **\$4,716.85**

5. PCO #7: Contract Plan E.2 per direction from the EOR, 4 – 5" SDG&E Future Conduits are being extended north of Phase 1 pad. E.2 plans do not indicate SDG&E tie in for new 12kv service conduits. Extra work includes additional excavation removal, disposal, conduit placements and slurry backfill. ...



LS SDG&E Future and New Service Conduits (Tie Ins)	\$13,193.40
Bid Item 8 Excavation Increase 17 CY	\$ 1,819.00
Bid Item 9 Disposal Excavation Clean Increase 17 CY	\$ 816.00
Bid Item 10 1-Sack Slurry Backfill Increase 10 CY	<u>\$ 1,940.00</u>

Subtotal: \$17,768.40

Total this change order inclusive of all labor, equipment and markup:	\$63,415.33
---	--------------------

Recommended by: Jim Devey, Resident Engineer

Date: 9/08/22

PWB333.2-21 - CCO 2



CONSTRUCTION CHANGE ORDER

Project Name: **ZEB OH INFRA CONSTRUCTION**

Date: **12/19/22**

To: **San Diego Metropolitan Transit System**
From (Contractor): **PALM ENGINEERING CONSTRUCTION CO. INC.**

Contract Number: **PWB333.2-21**
CCO Number: **002**

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

Any time there is a change to a Subcontractor or Other Third Party Contractors resubmit Attachment: ATT 1 SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of: PCO6 circuit breaker, PCO8 boulders, PCO9 revised plans for curb, PCO10 add'l tack and crack repair per attached cco2 10-27-22.

A. Contractor Cost of the Work

Payroll Costs	\$ 2,148.30	
Materials	\$ 10,738.78	
Equipment (See attached supporting documentation)	\$ 458.26	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	
Other - describe services	\$ -	
Other - describe services	\$ -	Subtotal A: \$ 13,345.34

B. Subcontractor Cost of the Work

Payroll Costs	\$ 206.70	
Equipment (See attached supporting documentation.)	\$ 14.55	
Materials	\$ 37,482.12	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	Subtotal B: \$ 37,703.37

C. Contractor Fee:

Overhead and Profit	15%	\$ 2,001.80	
Overhead and Profit on Subcontractors	5%	\$ 1,885.17	
Bonds and Insurance	1%	\$ -	
		Subtotal C: \$ 3,886.97	

Total = (A + B + C) Total: \$ 54,935.68

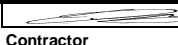
Original Contract value:	\$ 5,475,087.94
Adjustment by Previous Change Order No. 1	\$ 63,514.33
Adjustment by this Change Order No. 2	\$ 54,935.68
New Contract Amount	Total: \$ 5,593,537.95


The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by 0 days

Original Completion Date:	NTP + 210 Cal Days
Adjustment by Previous Change Order No. 1	0
Adjustment by this Change Order No. 2	0
New Completion Date	

Milestones Affected:

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Contractor:  Date: **12.13.2022**

MTS Chief Executive Officer:  Date: **2/9/2023**

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.





**Metropolitan
Transit
System**

CONTRACT CHANGE ORDER (CCO)

ZEB Overhead Infrastructure (SBMF)

Contractor:	Palm Engineering Construction Company, Inc.		
Contract Number:	PWB333.0-21	PO Number:	4500046283
CCO Number:	2	Contractor PCO Number(s):	6, 8, 9 and 10
CCO Total:	\$54,935.68		

Scope Summary of the Extra Work as Part of this Change Order:

1. PCO #6: Per the direction of the EOR on RFI 11 Substation B – Circuit Breaker for Phase 1 PV Inverter, the contractor replaced the 200A Circuit Breaker and add two (2) 175A Circuit Breakers.

Subtotal: **\$39,588.54**

2. PCO #8: During drilling operations for Drilled Shaft Piers, unforeseen boulders were encountered. Geotechnical Report for the project noted cobbles but no boulders. Tentative Work Agreements were signed by both Palm and MTS QA Inspector in the field agreeing to Time and Materials for these unforeseen conditions.

Subtotal: **\$11,655.52**

3. PCO #9: Revised plan sheets C.9, C.10, C.11 (REV 3) were provided by EOR in response to RFI 31 for median curb conflict and foundations. Revised plans added in No. 4 Reinforcement dowels and longitudinal reinforcement for revised curb detail provided.

Subtotal: **\$2,266.65**

4. PCO #10: Per field agreement between Contractor's Foreman and MTS's QA Inspector, MTS agreed to cover material costs only for additional tack and crack repair material for repairs vault near D-1 and tie beams west shrinkage cracks observed.

Subtotal: **\$1,424.97**

Total this change order inclusive of all labor, equipment and markup:

\$54,935.68

Recommended by: Jim Devey, Resident Engineer

Date: 12/01/22



PWB333.3-21 - CCO 4 & 5

CONSTRUCTION CHANGE ORDER

Project Name: ZEB OH Infrastructure Construction	Date: 3/22/23
To: San Diego Metropolitan Transit System	Contract Number: PWB333.3-21
From (Contractor): Palm Engineering	CCO Number: 4, 5

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

Any time there is a change to a Subcontractor or Other Third Party Contractors resubmit Attachment: ATT 1 SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of: CCO4: PCO 13-Install panto shields, Dc lights, RFID and antenna; PCO 18 - Revised DC box mount. CCO5: Unit price CCO change; PCO 15 - paint for structural joists; PCO 16 - additional grind and overlay, Invoice correction; PCO 17 - new charger platforms

A. Contractor Cost of the Work

Payroll Costs	\$ 2,210.56	
Materials	\$ -	
Equipment (See attached supporting documentation)	\$ -	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	
Other - Unit Price Change Order - Various Quantity Increases	\$ 45,445.29	
Other - Inv 5 Correction Credit	\$ (15,083.50)	
		Subtotal A: \$ 32,572.35

B. Subcontractor Cost of the Work

Payroll Costs	\$ 279,004.98	
Equipment (See attached supporting documentation.)	\$ -	
Materials	\$ -	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	
		Subtotal B: \$ 279,004.98

C. Contractor Fee:

Overhead and Profit (Up to 15%)	15%	\$ 331.58
Overhead and Profit on Subcontractors (Up to 5%)	5%	\$ 13,950.25
Bonds and Insurance (Up to 1.5%)		
		Subtotal C: \$ 14,281.83

Total = (A + B + C) Total: \$ 325,859.16


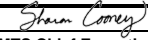
Original Contract value:	\$ 5,475,087.94
Adjustment by Change Order No. 1 and No. 2	\$ 118,351.01
Adjustment by this Change Order No. 3 and 4	\$ 325,859.16
New Contract Amount	Total: \$ 5,919,298.11

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by 0 days

Original Completion Date:	10/6/2022
Adjustment by Previous Change Orders	N/A
Adjustment by this Change Order	N/A
New Completion Date	N/A

Milestones Affected: N/A

Contractor accepts the terms and conditions stated above as fair and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

 Contractor	04.17.2023 Date:	 MTS Chief Executive Officer	4/18/2023 Date:
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Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.





Metropolitan Transit System

CONTRACT CHANGE ORDER (CCO)

ZEB Overhead Infrastructure (SBMF)

Contractor:	Palm Engineering Construction Company, Inc.		
Contract Number:	PWB333.0-21	PO Number:	4500046283
CCO Number:	4	Contractor PCO Number(s):	
CCO Total:	\$99,658.22		

Scope Summary of the Extra Work as Part of this Change Order:

1. PCO #13: Per the direction of the EOR, Contractor was requested to install shielding for the (24) pantographs. In addition, Contractor was requested to install associated DC Outlet Box Indicator Lights, RFID/Antennas, mounting brackets, cables and wiring.

Install Shields for Pantographs (24) Locations **\$ 3,778.30**

Install DC Outlet Indicator Lights, RFID and Antennas **\$ 19,572.60**

Subtotal: **\$23,350.90**

2. PCO #18: Per the direction of the EOR in RFI No. 41, Contractor was provided a revised Unistrut frame detail to mount DC Outlet boxes at the (24) pantograph locations and requested to provide costs for installation.

Subtotal: **\$76,307.32**

Total cost for this change order inclusive of all labor, material equipment and markup:

\$ 99,658.22

Recommended by: Jim Devey, Resident Engineer

Date: 01/19/23



CONTRACT CHANGE ORDER (CCO)

ZEB Overhead Infrastructure (SBMF)			
Contractor:	Palm Engineering Construction Company, Inc.		
Contract Number:	PWB333.0-21	PO Number:	4500046283
CCO Number:	5	Contractor PCO Number(s):	
CCO Total:	\$239,884.68		

Scope Summary of the Extra Work as Part of this Change Order:

- Based upon documented field measured quantities and takeoffs, the following items have increased from the original bid form in the amounts of:

Bid Item 4 Sawcut, Increase 681 LF @ \$3/LF	\$ 2,043.00
Bid Item 5 Remove and Dispose Existing AC, Increase 3928 SF @ \$4/SF	\$ 15,712.00
Bid Item 12 Class 2 Aggregate Base, Increase 18.67 CY @ \$72/CY	\$ 1,344.24
Bid Item 13 Asphalt Concrete, Increase 138 Tons, @ \$180/Ton	\$ 24,840.00
Bid Item 14 Concrete Curb, Increase 23.17 LF, @ \$65/LF	\$ 1,506.05

Subtotal: **\$45,445.29**

- PCO #15: Per the direction of the EOR, Contractor was requested to provide in accordance with Section 09 91 13 Exterior Painting, application of primer and topcoats to the Structural Steel Joists on the project. Costs included field application of PPG Amerlock 400 primer and PSX 700 topcoat.

Subtotal: **\$50,207.19**

- PCO #16: Per the direction of the EOR and Phase 2 Grind and Overlay Exhibit provided, contractor was requested to provide costs to grind 0.15' and place 0.75in Caltrans Max. Med. Type A HMA prior to installation of pantograph steel frames. This would also include costs at the end of the project to place Guardtop Sealcoat or equivalent.

Subtotal: **\$50,693.30**

- Invoice No. 5 Correction: Per the direction of MTS, Invoice number five submitted by Palm Engineering had a multiplication error in their spreadsheet for bid item (10) – 1 sack slurry. The (150) cubic yards was paid \$44,183.50. The (150) cubic yards times \$194.00/CY should have been paid \$29,100. This requires a deduction in the amount of \$15,083.50.

Subtotal: **-\$15,083.50**

5. PCO #17: Per the direction of the EOR and resolution to NCR 001, two new charger platforms with stairs and railings were designed with new plans to replace the (8) individual structural steel charger stands.

Subtotal: **\$94,938.66**

Total cost for this change order inclusive of all labor, material equipment and markup:

\$226,200.94

Recommended by: Jim Devey, Resident Engineer

Date: 01/30/23

PWB333.4-21 - CCO 6



CONSTRUCTION CHANGE ORDER

Project Name: **ZEB Overhead Infrastructure (SBMF)**Date: **8/14/23**To: **MTS**
From (Contractor): **PALM ENGINEERING CONSTRUCTION**Contract Number: **PWB333.0-21**
CCO Number: **006**

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

Any time there is a change to a Subcontractor or Other Third Party Contractors resubmit Attachment: ATT 1 SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of: PCO #11/#16, PCO #20, PCO #21, PCO #22, PCO #23, and deduction of Add Alternate No. 4 Earthwork Hazardous Waste Work.

A. Contractor Cost of the Work

Payroll Costs	\$ 15,056.19	
Materials	\$ 21,076.04	
Equipment (See attached supporting documentation)	\$ -	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	
Other - Deduct of Add Alt. No. 4 Earthwork Hazardous Waste Work	\$ (291,305.00)	
Other - describe services	\$ -	
		Subtotal A: \$ (255,172.77)

B. Subcontractor Cost of the Work

Payroll Costs	\$ 44,844.59	
Equipment (See attached supporting documentation.)	\$ 1,127.30	
Materials	\$ 121,268.12	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	
		Subtotal B: \$ 167,240.01

C. Contractor Fee:

Overhead and Profit	5%	
Overhead and Profit on Subcontractors	5%	\$ 8,362.00
Bonds and Insurance	1%	
		Subtotal C: \$ 8,362.00

Total = (A + B + C)

Total: \$ (79,570.76)

Original Contract value:	\$	5,475,087.94
Adjustment by Previous Change Orders 1-3	\$	444,210.17
Adjustment by this Change Order	\$	(79,570.76)
New Contract Amount	Total: \$	5,839,727.35

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by n/a days

Original Completion Date:	10/6/2022
Adjustment by Change Order No. X through Change Order X (if applicable)	n/a
Adjustment by this Change Order	n/a
New Completion Date	n/a

Milestones Affected:

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Contractor: K. J. H. Date: 9/14/23 MTS Chief Executive Officer: Sharon Cooper Date: 8/22/23

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1468 • 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 Vehicles administrator for nine cities.





**Metropolitan
Transit
System**

CONTRACT CHANGE ORDER (CCO)

ZEB Overhead Infrastructure (SBMF)

Contractor:	Palm Engineering Construction Company, Inc.		
Contract Number:	PWB333.0-21	PO Number:	4500046283
CCO Number:	6	Contractor PCO Number(s):	
CCO Total:	-\$ 79,570.76		

Scope Summary of the Extra Work as Part of this Change Order:

1. PCO #11: RFI 031 response from the EOR provided direction to pour concrete level underneath Phase I and II electrical equipment Substations. This required additional layout, formwork, finishing, and addition of welded wire mesh. Agreed upon daily tentative extra work tickets have been signed off by both the MTS CM Team and Contractor.

PCO #16: RFI 035 Rev 01 response from EOR provided direction to replace fixed bollards and add (26) bolt down bollards to the project. In addition concrete median islands were added to west structural columns A-1 through F-1 where (24) bolt down bollards were installed. For safety, temporary cold patch was required in and around west columns during this extra work. Agreed upon tentative extra work tickets have been signed off by both the MTS CM Team and Contractor.

PCO #11/#16 Time and Materials Pricing amounts to: **\$ 36,132.22**

Subtotal: **\$36,132.22**

2. PCO #20: Siemens Low Voltage Switchboard originally scheduled to ship April of 2023 was pushed out to December 19th, 2023. Per the direction of the EOR, Contractor to provide a temporary Siemens 1200amp panelboard to install in order to have bus charging capabilities during this interim timeframe. Pricing includes furnishing and delivering this electrical temporary panelboard to the project.

Lump Sum Subtotal: **\$71,698.34**

3. PCO #21: Covers the additional materials, labor and equipment to install the Siemens Low Voltage Switchboard, remove after temporary usage, and relocate to a predetermined location by MTS here in San Diego.

Lump Sum Subtotal: **\$55,846.73**

4. PCO #22: RFI 050 response from the EOR provided direction to add additional detail supports for L2 Light Fixtures. Lump Sum pricing total is:

Lump Sum Subtotal: **\$22,050.63**



5. PCO #23: RFI 051 response from the EOR provided direction to add additional sway kicker supports to L1 and L3 Light Fixtures. Lump Sum pricing total is:

Lump Sum

Subtotal: **\$26,006.31**

6. Add Alternate No. 4 Earthwork Hazardous Waste Work was not performed on the project. Soil sampling test results provided by Leighton Group on 3/31/22 (13479.001 MTS ZEB SBMF Analytical Report) confirmed the export of soil from the project confirmed clean soil. Following bid items have been omitted from the project:

Bid Item 53 Loading, Hauling, and Disposing Hazardous Waste

(Manifest Required) – hauling to local landfill

Decrease 700 CY @ \$60/CY

-\$ 42,000.00

Bid Item 54 Loading, Hauling, and Disposing Hazardous Waste

(Manifest Required) – hauling to California Hazardous Waste approved site

Decrease 700 CY @ \$350/CY

-\$245,000.00

Remove Payment / Performance Bond Add Alt. No. 4

-\$ 4,305.00

Subtotal: **-\$291,305.00**

Total cost for this change order inclusive of all labor, material equipment and markup:

-\$ 79,570.76

Recommended by: Jim Devey, Resident Engineer

Date: 08/14/23

PWB333.5-21 - CCO 7



CONSTRUCTION CHANGE ORDER

Project Name: **ZEB Overhead Infrastrucutre (SBMF)**

Date: **9/7/23**

To: **MTS**

Contract Number: **PWB333.5-21**

From (Contractor): **PALM ENGINEERING CONSTRUCTION**

CCO Number: **007**

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

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DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of: PCO #19 for Additional Mockup & Film Crew Delay; Pantograph Frame Modifications/Charger Platform Adjustments; Added welding of grounding plates; Added Paint Touch up, Pantograph frames, grounding plates.

A. Contractor Cost of the Work

Payroll Costs	\$ 3,730.32	
Materials	\$ -	
Equipment (See attached supporting documentation)	\$ 3,117.49	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	
Other - Deduct of Add Alt. No. 4 Earthwork Hazardous Waste Work	\$ -	
Other - describe services	\$ -	
		Subtotal A: \$ 6,847.81

B. Subcontractor Cost of the Work

Payroll Costs	\$ 23,954.23	
Equipment (See attached supporting documentation.)	\$ 2,130.72	
Materials	\$ 2,727.83	
Consultant Costs	\$ -	
Supplemental Costs	\$ -	
		Subtotal B: \$ 28,812.78

C. Contractor Fee:

Overhead and Profit	<div style="border: 1px solid black; padding: 2px;">15%</div>	\$ 1,027.17	
Overhead and Profit on Subcontractors	<div style="border: 1px solid black; padding: 2px;">5%</div>	\$ 1,440.64	
Bonds and Insurance	<div style="border: 1px solid black; padding: 2px;">1%</div>	\$ -	
			Subtotal C: \$ 2,467.81

Total = (A + B + C) Total: **\$ 38,128.40**

Original Contract value:	\$ 5,475,087.94
Adjustment by Previous Change Orders 1-3	\$ 444,210.17
Adjustment by this Change Order	\$ 38,128.40
New Contract Amount	Total: \$ 5,957,426.51

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by **n/a** days

Original Completion Date:	10/6/2022
Adjustment by Change Order No. X through Change Order X (if applicable)	n/a
Adjustment by this Change Order	n/a
New Completion Date	n/a

Milestones Affected:

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Contractor

Date:

MTS Chief Executive Officer

Date:

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.





CONTRACT CHANGE ORDER (CCO)

ZEB Overhead Infrastructure (SBMF)

Contractor:	Palm Engineering Construction Company, Inc.		
Contract Number:	PWB333.0-21	PO Number:	4500046283
CCO Number:	7	Contractor PCO Number(s):	
CCO Total:	\$ 38,128.39		

Scope Summary of the Extra Work as Part of this Change Order:

1. PCO #19 (Precision Electric): RFI 049 response from the EOR provided direction to modify pantograph frames and perform an additional mockup due to fit up issues. Additional mockup by Precision Electric was performed on 4/6/23. Precision Electric also incurred a standby delay for MTS Film crew on 4/11/23. All work was agreed upon with Tentative Work Agreements signed in the field.

PCO #19 Additional Mockup & Film Crew Delay (Precision Electric)

\$ 1,390.43

Subtotal: **\$ 1,390.43**

2. PCO #19 (Minshaw Brothers Steel): Pantograph Frame Installation Changes: RFI 049 response from the EOR required modifications to pantograph frames for fit up issues. RFI required rotating pantographs 90 degrees, cutting out a notch in the lower angle in order to clear ground wire bracket of the Schunk SLS 301 pantograph, and redrilling holes to reinstall frame at proper height. Original drawings noted a height range from AC pavement to bottom of pantograph frame of 12' 10-1/2" to 13' 0-1/2". On 4/25/23, Resident Engineer provided direction to revise this to 13' 1" in order to take extra precaution to clear MTS CNG buses that were 11' 11" in height. In addition, beam clamps were required per RFI 43 response from the EOR due to striping changes on the project. Prior holes drilled were not able to be used. Charger Platforms Field Installation Adjustments: Field adjustments were made to charger platform placement to ensure proper alignment and connectivity between grating openings and conduits below. All pantograph frame and charger platform installation modifications and adjustments noted above were agreed upon with Tentative Work Agreements signed in the field.

PCO #19 Pantograph Frame Mods / Charger Platform Adjustments (Minshaw)

\$ 26,552.98

Subtotal: **\$26,552.98**

3. PCO #19 (Asbury Steel): RFI 52 Rev 01 email response from the EOR confirmed performing structural welding of electrical grounding plates to (12) columns per "Detail B" on electrical plan sheet E.10. This additional welding to the structural plan sheets was performed by Asbury Steel with signed Tentative Work Agreements in the field for work performed on 6/2/23 and 6/5/23.

PCO #19 Added welding of grounding plates RFI 52 (Asbury Steel)

\$ 2,310.00

Subtotal: **\$ 2,310.00**



4. PCO #19 (Palm Engineering): Added paint touch up was required due to pantograph frame modifications and the addition of electrical grounding plates welded to (12) columns. Signed Tentative Work Agreements with Palm Engineering were agreed upon in the field for this extra work.

PCO #19 Added Paint Touch up: Pantograph frames, grounding plates (Palm) **\$ 7,847.98**

Subtotal: **\$ 7,874.98**

Total cost for this change order inclusive of all labor, material equipment and markup:

\$ 38,128.39

Recommended by: Jim Devey, Resident Engineer

Date: 07/25/23



Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Actuarial Services for San Diego Transit Corporation (SDTC) Pension Plan – 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. G2734.0-23 (in substantially the same format as Attachment A), with Cheiron, Inc. (Cheiron), for Actuarial Services for the SDTC Pension Plan for a five (5) year base period in the amount of \$313,700.00 plus five (5) 1-year options in the amount of \$356,900.00 for a total contract amount of \$670,600.00; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost of this contract is estimated to be \$670,600.00. Funding would be covered through the SDTC Pension Plan.

DISCUSSION:

MTS sponsors the following SDTC pension plans (known collectively as 'The Plan'):

- A. A defined benefit plan covering the Amalgamated Transit Union (ATU) 1309 Union. This plan includes all SDTC bus operators and clerical workers hired prior to 11/1/2012.
- B. A defined benefit plan covering the International Brotherhood of Electrical Workers (IBEW) Local 465 Union. This plan covers all SDTC maintenance employees hired prior to 5/1/2011.
- C. A defined benefit plan covering all non-contract SDTC management employees.



As of the June 30, 2022 evaluation, there are 331 active employees, 184 terminated vested participants and 1,058 participants receiving a benefit under the Plan.

MTS requires actuarial consulting services to assist in the oversight and administration of the Plan. The services include:

- annual actuarial reports regarding the Plan's actuarial assets and liabilities;
- annual accounting and financial disclosure information and reports;
- actuarial experience studies every five years to review past Plan experience relative to actuarial assumptions and to recommend revised assumptions for determining Plan liabilities and costs; and
- other miscellaneous actuarial services as needed.

On May 17, 2023, MTS issued a Request for Proposals (RFP) for Actuarial Services for SDTC Pension Plan on PlanetBids, seeking a consulting contract for up to ten (10) years (5-year base with five 1-year options exercisable at MTS's discretion). MTS received a total of four (4) proposals on the due date of June 26, 2023 from the following:

Proposer	Firm Certification
Cheiron, Inc.	N/A
Lauterbach & Amen, LLP	N/A
Rudd and Wisdom, Inc.	N/A
Nyhart	N/A

All proposals were deemed responsive and responsible and were evaluated by a committee comprised of representatives from the MTS Finance department, IBEW Local 465 Union and ATU Local 1309 Union. The proposals were evaluated on the following:

1. Qualifications of the Firm or Individual	10%
2. Staffing, Organization, and Management Plan	30%
3. Work Plan	30%
4. Cost and Price	<u>30%</u>
	100%

The following table illustrates the initial scores and rankings:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Cheiron	60.00	\$705,900.00	21.17	81.17	1
Lauterbach & Amen	44.33	\$498,150.00	30.00	74.33	2
Nyhart	44.67	\$661,903.79	22.58	67.25	3
Rudd & Wisdom	41.67	\$708,580.00	21.09	62.76	4

As a result of the initial review, Cheiron, Lauterbach & Amen, and Nyhart were determined to be within the competitive range. MTS invited these firms to participate in the interview process which were held on August 25, 2023. Subsequent to the interviews, the evaluation committee rescored the proposals as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Cheiron	66.00	\$705,900.00	21.17	87.17	1
Lauterbach & Amen	39.33	\$498,150.00	30.00	69.33	2
Nyhart	42.67	\$661,903.79	22.58	65.25	3

Based on the updated scores and information gained during the interviews, Cheiron remained the highest-ranked proposer. MTS requested a revised proposal from Cheiron and MTS was able to reduce Cheiron's cost proposal by \$35,300.00 (5%). The final score is as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Cheiron	66.00	\$670,600.00	30.00	96.00	1

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

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

- 1) Execute MTS Doc. No. G2734.0-23 (in substantially the same format as Attachment A), with Cheiron, for Actuarial Services for the SDTC Pension Plan for a five (5) base year period in the amount of \$313,700.00, plus five (5) 1-year options in the amount of \$356,900.00 for a total contract amount of \$670,600.00; and
- 2) Exercise the option years at the CEO's discretion.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc. No. G2734.0-23
B. Cost Proposal

STANDARD AGREEMENT**FOR****MTS DOC. NO. G2734.0-23****ACTUARIAL SERVICES FOR SDTC PENSION PLAN**

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: Cheiron, Inc. Address: 8300 Greensboro Drive, Suite 800
McLean VA 22102
 Form of Business: Corporation City State Zip
 (Corporation, Partnership, Sole Proprietor, etc.) Email: gkalwarski@cheiron.us
 Telephone: 877-243-4766 ext. 1013
 Authorized person to sign contracts Gene Kalwarski Chief Executive Officer
 Name Title

The Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification (Exhibit A), Contractor's Cost/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit E).

The contract term is for five (5) base years and five (5) 1-year options, exercisable at MTS's sole discretion, for a total of ten (10) years. Base period shall be effective January 1, 2024 through December 31, 2028 and option years shall be effective January 1, 2029 through December 31, 2033, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$313,700.00 for the base years and \$356,900.00 for the option years, for a contract total not to exceed \$670,600.00 without the express written consent of MTS.

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

5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. GENERAL

San Diego Transit Corporation (SDTC) is a California not-for-profit public benefit corporation (whose sole member is the San Diego Metropolitan Transit System "MTS"). As of the June 30, 2022 evaluation, there are 331 active employees, 184 terminated vested participants and 1,058 retirees.

SDTC sponsors the following pension plans (known collectively as 'The Plan'):

- A. A defined benefit plan covering the Amalgamated Transit Union (ATU) 1309 Union. This plan includes all SDTC bus operators and clerical workers hired prior to 11/1/2012.
- B. A defined benefit plan covering the International Brotherhood of Electrical Workers (IBEW) Local 465. This plan covers all SDTC maintenance employees hired prior to 5/1/2011.
- C. A defined benefit plan covering all non-contract SDTC management employees.

The Plan's assets are currently invested in 10 different funds.

5.2. STATEMENT OF SERVICES TO BE PROVIDED

MTS is looking for credentialed actuaries to provide actuarial consulting services on behalf of the Retirement Plans for employees of SDTC. Service will include the following:

A. Actuarial Valuations

Actuaries will prepare annual actuarial reports regarding the Plan's actuarial assets and actuarial liabilities in accordance with generally recognized and accepted actuarial principles as determined by the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable law and regulations. The reports will include benefit information, liabilities, and Plan funding information. The valuation process will include a review of the actuarial assumptions as well as the Plan's overall condition.

These actuarial reports should have a valuation date as of the end of the MTS fiscal year (June 30th) and should be completed no later than the following November 30th.

The results of these Actuarial Valuations will require attendance and a presentation at a minimum of one (1) MTS Executive Committee and one (1) MTS Board meeting per year.

B. Governmental Accounting Standards Board Statements 67 and 68 (GASB 67 and GASB 68) Report

Actuaries will prepare provide annual accounting and financial disclosure information as required under the GASB 67 and GASB 68 for the Plans. The reporting and measurement date should be as of the end of the MTS fiscal year (June 30th) and should be completed no later than the following November 30th.

C. Actuarial Experience Studies

Actuaries will prepare periodic actuarial experience studies every five (5) years (currently scheduled for 2025 and 2030) to review past Plan experience relative to actuarial assumptions and to recommend revised assumptions for determining Plan liabilities and costs in the annual actuarial reports. These Experience Studies will be performed in accordance with the standards of the actuarial profession. The results of these experience studies will require attendance and a presentation at a minimum of one (1) MTS Executive Committee and one (1) MTS Board meeting per completed study.

D. Miscellaneous Actuarial Services

Actuaries will provide Miscellaneous Actuarial Services as requested by the Fund or its designee. These services will include but not limited to:

- i. Assistance and consulting with respect to proposed Plan amendments, including actuarial studies and cost estimates.
- ii. Perform calculations associated with Domestic Relations Orders filed with the Fund on behalf of members undergoing divorce.
- iii. Recommendations regarding the continued improvement of actuarial reporting and the downloading of member data for the yearly valuations.
- iv. Preparation of filings as required by California law, including Conflict of Interest filings and filings for the Local Government Reporting System.
- v. Inform the Plan of legislative and regulatory changes that may be applicable.
- vi. Determination of the fiscal impact of proposed plan changes and amendments.
- vii. Provide assistance and attend meetings as required or requested by the Plan sponsor.
- viii. Provide comments, data and assistance, where necessary, in the preparation of the Plan's financial statements.

5.3. PERIOD OF PERFORMANCE:

This contract is for up to ten (10) years, (5-year base with five 1-year options, exercisable at MTS' sole discretion, in option year blocks to be determined by MTS), beginning January 1, 2024 and ending December 31, 2033. Proposers are required to price the proposal for all ten (10) years. The tentative schedule is shown below:

<u>Tentative Base Period</u>	<u>Tentative Option Years</u>
Year 1: January 2024 – December 2024	Year 6: January 2029 – December 2029
Year 2: January 2025 – December 2025	Year 7: January 2030 – December 2030
Year 3: January 2026 – December 2026	Year 8: January 2031 – December 2031
Year 4: January 2027 – December 2027	Year 9: January 2032 – December 2032
Year 5: January 2028 – December 2028	Year 10: January 2033 – December 2033

5.4. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

ATTACHMENT 1 - COST PROPOSAL FORMS
 ACTUARIAL SERVICES FOR THE SAN DIEGO TRANSIT CORPORATION PENSION PLAN
 MTS DOC. NO. G2734.0-23

Att.B, AI 12, 10/19/23

Table 1 - Cost Proposal

BASE YEARS	Year	Actuarial Valuations Costs (GASB 67/68 Reports)	Actuarial Experience Studies Costs	*Miscellaneous Actuarial Services Costs	**Travel Costs (Estimated based on 3 trips per year)	Total
	2024	\$ 42,500		\$ 11,700	\$ 0	\$ 54,200
	2025	\$ 43,500	\$ 30,000	\$ 12,000	\$ 0	\$ 85,500
	2026	\$ 44,400		\$ 12,300	\$ 0	\$ 56,700
	2027	\$ 45,400		\$ 12,600	\$ 0	\$ 58,000
	2028	\$ 46,500		\$ 12,800	\$ 0	\$ 59,300
	Total Base Years					\$ 313,700
OPTION YEARS	Year	Actuarial Valuations Costs (GASB 67/68 Reports)	Actuarial Experience Studies Costs	*Miscellaneous Actuarial Services Costs	**Travel Costs (Estimated based on 3 trips per year)	Total
	2029	\$ 47,800		\$ 13,100	\$ 0	\$ 60,900
	2030	\$ 49,300	\$ 34,000	\$ 13,400	\$ 0	\$ 96,700
	2031	\$ 50,800		\$ 13,800	\$ 0	\$ 64,600
	2032	\$ 52,300		\$ 14,100	\$ 0	\$ 66,400
	2033	\$ 53,900		\$ 14,400	\$ 0	\$ 68,300
	Total Option Years					\$ 356,900
	GRAND TOTAL (YEARS 2024 THROUGH 2033)					\$ 670,600

*Costs shall be based on an estimated 50 hours per year. The estimated hours are provided as an approximate guideline for proposal purposes only and are not a guaranteed quantity. Actual hours may be more or less than estimated and are dictated by the MTS Board of Directors or MTS Management actual requirements.

All travel expenses must be pre-approved by MTS. Consultant will be reimbursed for actual travel expenses incurred pursuant to **Attachment 2 - MTS Travel Expense Policy. Costs incurred beyond those amounts shall not be reimbursed.

ATTACHMENT 1 - COST PROPOSAL FORMS
 ACTUARIAL SERVICES FOR THE SAN DIEGO TRANSIT CORPORATION PENSION PLAN
 MTS DOC. NO. G2734.0-23

Att.B, AI 12, 10/19/23

(See also Section B.2 - Cost Proposal Forms Information)

Table 2 - Miscellaneous Actuarial Services Costs Detail

Category/Consultant	2024 Hourly Rate (\$)	2024 Projected Hours (#)	2024 Projected Annual Expenses (\$)
Principal Consulting Actuaries	\$ 483	3.0	\$ 1,449
Consulting Actuaries	\$ 389	5.0	\$ 1,943
Associate Actuaries	\$ 253	7.0	\$ 1,771
Senior Actuarial Analysts	\$ 209	10.0	\$ 2,090
Actuarial Analysts	\$ 196	20.0	\$ 3,920
Administrative Staff	\$ 114	5.0	\$ 570
Total		50.0	\$ 11,743

Table 3 - Hourly Rates (Base Term)

Category/Consultant	2024	2025	2026	2027	2028
Principal Consulting Actuaries	\$ 483	\$ 493	\$ 505	\$ 517	\$ 529
Consulting Actuaries	\$ 389	\$ 396	\$ 405	\$ 415	\$ 425
Associate Actuaries	\$ 253	\$ 258	\$ 264	\$ 270	\$ 276
Senior Actuarial Analysts	\$ 209	\$ 213	\$ 218	\$ 223	\$ 228
Actuarial Analysts	\$ 196	\$ 200	\$ 205	\$ 210	\$ 215
Administrative Staff	\$ 114	\$ 116	\$ 119	\$ 122	\$ 125

Table 4 - Hourly Rates (Option Years)

Category/Consultant	2029	2030	2031	2032	2033
Principal Consulting Actuaries	\$ 541	\$ 554	\$ 567	\$ 580	\$ 594
Consulting Actuaries	\$ 435	\$ 445	\$ 455	\$ 466	\$ 477
Associate Actuaries	\$ 282	\$ 289	\$ 296	\$ 303	\$ 310
Senior Actuarial Analysts	\$ 233	\$ 238	\$ 244	\$ 250	\$ 256
Actuarial Analysts	\$ 220	\$ 225	\$ 230	\$ 235	\$ 241
Administrative Staff	\$ 128	\$ 131	\$ 134	\$ 137	\$ 140

Tables 3 and 4 show quoted hourly rates for the base years and option years.
 Return this form with your Proposal. Retain other pages for your records.



**Metropolitan
Transit
System**

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Fuel Card Services for Non-Revenue Vehicles, Machinery and Equipment – 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. G2752.0-23 (in substantially the same format as Attachment A), with Cardlock Fuel System, LLC, dba SC Fuels, for the purchase of Fuel Card Services and Pass-Through Fuel Costs for Non-Revenue Vehicles, Machinery and Equipment, for five (5) base years and two (2) option years, for a total of seven (7) years, in an estimated amount of \$2,335,408.26; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The fixed costs related to this contract is \$165, which is the 7-year cost for the fuel card services. Fuel purchased with the fuel card will be based on the actual cost per gallon at the pump at individual stations on the day of fueling. Based on estimated annual usage and AAA's average reported fuel prices from 2022, the estimated annual pass-through fuel costs are \$333,606.18. Therefore, the total cost of this contract is estimated to be \$2,335,408.26 (\$2,335,243.26 for 7-years of fuel costs plus applicable taxes + \$165 for SC Fuel card fees). Fuel costs may be higher or lower depending on actual usage and actual pump prices.

Fuel and card fee costs are funded by the San Diego Trolley, Inc (SDTI) Operating Budget 380016-541100/541200 and San Diego Transit Corporation (SDTC) Operating Budget 311014-541100/541200.

DISCUSSION:

SDTI and SDTC own, lease and maintain a variety of non-revenue vehicles, machinery and auxiliary equipment that require fueling with unleaded gasoline and diesel for operation. They include light trucks, medium-duty trucks, heavy-duty trucks, cars, pressure washer trailers, machinery and other equipment.



Currently, MTS fuels some of these vehicles using an underground storage tank (UST) at the Imperial Avenue Division (IAD) location. This tank will be removed in or about November 2023 under MTS Doc. No. PWB376.0-23 to make room for battery electric bus (BEB) infrastructure. SDTI currently has an unleaded gasoline fuel pump at its yard used to fuel Security Department vehicles and SDTI vehicles. Emergency services for unleaded gasoline is required when this fuel pump is out of service, estimated to be 10 days each year.

With the impending UST removal, MTS staff determined it would be more economical and efficient to shift to a fuel card program that allows staff to purchase unleaded and diesel fuel for the vehicles and equipment at multiple filling stations within San Diego County. This eliminates the need for MTS to install and maintain new and replacement fuel infrastructure for our non-revenue vehicle fleet at MTS bus and trolley yards. Under a fuel card program, a contractor provides fuel cards and an online web portal with robust reporting capabilities to assist MTS in tracking fuel use throughout the fleet, and accurate billing details for ease of payment and reconciliation.

On May 4, 2023, MTS issued a Request for Proposals (RFP) for a fuel card program. A total of four proposals were received by the due date of May 25, 2023 from:

Firm Name	Firm Address	Firm Certification
Apex Petroleum	Largo, MD 20774	N/A
Pinnacle Petroleum	Huntington Beach, CA 92647	Woman Owned Business Enterprise (WBE)
SC Fuels	Orange, CA 92863	N/A
U.S. Bank Voyager	Minneapolis, MN 55402	N/A

Three of the four proposals were deemed responsive and responsible. U.S. Bank Voyager was deemed non-responsive and was not evaluated further.

On June 15, 2023 a selection committee consisting of representatives from MTS Finance, SDTC and SDTI met and scored the proposals based on the following criteria:

1. Qualifications of the Firm or Individual	15%
2. Staffing, Organization, and Management Plan	15%
3. Work Plan	40%
4. Cost	30%
Total 100%	

The following table represents the proposers' costs, scores and rankings following the initial evaluations:

Proposer	Cost for Card Fees only	Cost Score	Technical Score	Total	Ranking
Pinnacle	\$3,217.13	14.16	57.00	71.16	1
SC Fuels	\$1,518.00	30.00	41.00	71.00	2
Apex	\$7,283.65	6.25	34.33	40.59	3

Per the RFP, short-listed proposers would be invited to MTS for interviews and presentations of the proposed card program. Based on the above scores, the evaluation team shortlisted Pinnacle and SC Fuels and invited them for presentations on July 28, 2023.

After the interviews, MTS requested revised proposals. The evaluation team evaluated and rescored based on the interviews, presentations and revised proposal. The table below shows the revised scores and new ranking:

Proposer	Cost for Card Fees only	Cost Score	Technical Score	Total	Ranking
SC Fuels	\$165.00	30.00	48.67	78.67	1
Pinnacle	\$26,998.68	0.18	57.00	57.18	2

SC Fuels total \$165 costs are broken down as shown below:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Option Year 1)	Year 7 (Option Year 2)
Set-up fee \$25						
Annual fee \$20	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Under this program, MTS staff will fuel the vehicles and equipment at various fueling stations using the fuel card. At the end of each month, SC Fuels will invoice for the prior month's fuel.

For the seven-year period, staff is estimating that the cost of fuel will be \$2,335,243.26 (\$333,606.18 x 7 years), using AAA 2022 average gas prices for the San Diego region:

MTS Division	Est. annual usage	Est. cost/gallon	Est. annual sub-total
SDTI estimated diesel	10,840	\$6.85	\$74,275.68
SDTI estimated unleaded gasoline	4,200	\$6.44	\$27,027.00
SDTC estimated unleaded gasoline	36,100	\$6.44	\$232,303.50
Est. annual total			\$333,606.18

Fuel costs may be higher or lower than the above estimates depending on actual usage and actual pump prices. Consequently, today's proposed action would authorize MTS to execute the fuel card services agreement and pay the pass-through costs for the fuel actually consumed by MTS vehicles at the participating gas stations in San Diego County.

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

- 1) Execute MTS Doc. No. G2752.0-23 (in substantially the same format as Attachment A), with Cardlock Fuel System, LLC dba SC Fuels, for the purchase of Fuel Card Services and Pass-Through Fuel Costs for Non-Revenue Vehicles, Machinery and Equipment, for five (5) base years and two (2) option years, for a total of 7 years, in an estimated amount of \$2,335,408.26; and
- 2) Exercise the option years at the CEO's discretion.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2752.0-23
B. Scope of Work

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2752.0-23
FUEL CARD SERVICES**

THIS AGREEMENT is entered into this ___ day of _____, 2023 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>Cardlock Fuel System, LLC dba SC Fuels</u>	Address: <u>1800 West Katella Avenue, Suite 400</u>
	<u>Orange</u> <u>CA</u> <u>92863</u>
	City State Zip
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>AlvaradoA@scfuels.com</u>
Telephone: <u>714-516-7140</u>	
Authorized person to sign contracts <u>Amanda Alvarado</u>	<u>Account Representative</u>
Name	Title

The Contractor agrees to provide services with goods as specified in the Contractor's Statement of Work and Pricing (Exhibit A), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit B), Federal Requirements (Exhibit C) and Forms (Exhibit D).

The contract term is five (5) base years and two (2) option years, for a total of 7 years.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,668,155.90 for the base years, and \$667,252.36 for the option years, for a total of \$2,335,408.26 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CARDLOCK FUEL SYSTEM LLC, DBA: SC FUELS
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. OVERVIEW

MTS operates San Diego Trolley, Inc. (SDTI) for Light Rail Vehicles (LRV) operations and San Diego Transit Corporation (SDTC) for Bus operations. Contractor has submitted a proposal for a fuel card program that allows MTS to purchase quality unleaded and diesel fuel for its non-revenue vehicles at multiple filling stations within San Diego County.

MTS owns, leases and maintains a variety of non-revenue vehicles and auxiliary equipment that require fueling with unleaded gasoline and diesel for operation. They include but not limited to light trucks, medium-duty trucks and heavy-duty trucks, cars, trailer hotsys and other machinery and equipment. Currently, MTS fuels these using an underground storage tank (UST) at the Imperial Avenue Division which will be removed approximately June 2023.

The contract term is for up to 5 base years and 2 option years, exercisable at MTS's sole discretion, for a total of 7 years.

It is MTS's expectation that once the agreement is executed the successful proposer will provide all initial cards in no more than two (2) days after the issuance of the Notice to Proceed for continuity of fueling services. All cards must be received by this date. Any delay will prevent MTS staff from making necessary fuel purchases for the performance of their duties.

The MTS bus fleet is not included in this solicitation as another contract covers those fueling needs.

Contractor will provide a dependable fuel card program that can be used at multiple fueling locations within San Diego County. Dependability is a primary factor due to the emergency demands placed on this fleet. The increasing demand on MTS services, vehicle and equipment use combined with the budget mandate a fuel card program that can be used at multiple stations within San Diego County.

The fuel card program shall have robust reporting capabilities that are accessible online to assist MTS in tracking fuel use throughout the fleet, and accurate billing details for ease of payment and reconciliation.

Services performed shall, at a minimum, meet the requirements outlined in the scope of work and conform to industry standards. MTS will inform the selected Contractor in writing should vehicles or equipment need to be removed or added to the contract. Should additional related services be required, MTS reserves the right to subsequently request the Contractor to submit a written proposal and upon approval, an amendment to the agreement will be issued under the contracted terms.

1.2. COSTS & TAXES

MTS has provided annual gallon estimates based on its historical usage. MTS understands that the cost of fuel will fluctuate throughout the years. For each billing, the selected contractor will invoice based on the actual usage.

MTS will also pay any taxes and fees based on actual usage. Contractor shall not charge any markup fees or card swipe fees.

The primary users of the fuel service will be public transportation support vehicles. Because MTS is a public transportation operator, it is exempt from federal taxes in relation to the use of the fuel for public transportation purposes. Therefore, the fuel card program must automatically remove federal taxes and any applicable sales tax in which MTS is exempt.

1.3. MTS RESPONSIBILITIES

MTS will provide the following:

- A. List of all vehicle identification numbers requiring fuel cards.
- B. List of all authorized employees requiring fuel cards.
- C. Payment of properly documented invoices within 30 days of receipt.

1.4. CONTRACTOR RESPONSIBILITIES

Contractor shall provide the following:

- A. A fuel card program that is accepted at multiple fueling locations within San Diego County.
- B. Individual fuel cards which may be assigned to MTS's vehicle/individual piece of equipment or staff, as MTS deems fit. Fuel cards should include a brief description of the vehicle, name, user group (department). Contractor will issue and maintain Personal Identification Numbers (PIN) numbers.
- C. Provide secure and fast delivery of fuel cards once issued/ordered. Same day production with next-day delivery may be required. MTS will want to be able to track shipments, whether standard or overnight. A tracking number should be provided with each request.
- D. Provide adequate controls of usage for MTS business only. Two-factor authentication is preferred.
- E. Appoint a key representative (Contractor's Project Manager) who will respond to MTS inquiries regarding all contract activities including card administration, invoices and the portal matters. The representative or designee must be available during the hours of 8 am and 5 pm PST. The person designated as the key representative shall not be removed or replaced without the prior written concurrence of MTS.
- F. Provide a toll-free customer service number which must be available for calls twenty-four (24) hours per day, seven (7) days per week, weekends and holidays included.
- G. Maintain the necessary federal procedures to ensure MTS's exemptions from federal tax and any applicable sales tax in which MTS is exempt.
- H. Invoice MTS monthly for fuel used the previous month.

1.5. CARD ADMINISTRATION

- A. The front and back of the fuel cards shall conform to the industry standards guidelines. The cards shall be the same size and strength as a normal credit card and resistant to modification or tampering.
- B. The card will have no dollar and no gallon limit on the fuel load.
- C. The card information on the face side shall contain language similar to the following:
 - i. Account number of the card.
 - ii. Vehicle ID number and license plate number. Note: ID & license plate numbers will be provided to the successful Contractor by the MTS Project Manager.
 - iii. Card is validity dates.
 - iv. The title "MTS".
 - v. MTS will request the language "NO Premium Fuel" on all cards.

- vi. The reverse side shall contain language similar to “For the purchase of gasoline and diesel fuel only”.

1.6. CLOUD HOSTED PORTAL

Contractor shall have a cloud hosted portal with the following functionalities, and at no additional costs to MTS:

- A. The ability to query information organized by employee PIN, vehicle ID and card number showing monthly cost summaries and detailed fueling transactions to include card number, gallons purchased, type of fuel, location of the fueling, cost for fuel and date. The cards should not allow for non-fuel purchases. If there are any non-fuel transactions made on the card, the report should show this.
- B. The ability to perform card and driver maintenance such as add, cancel card immediately, activate/deactivate driver ID/PINs and card information. MTS will not be liable for charges incurred after notice to the Contractor to cancel a card. As part of its procedures, MTS will recover cards whenever possible from employees upon retirement, termination, or reassignment of a vehicle.
- C. The ability to monitor unauthorized purchases at either the account or individual level. Ability for MTS to track and receive email notifications monitoring compliance to fleet policy with alerts of unauthorized activities such as purchasing premium fuel, non-fuel items etc.
- D. Capacity to provide access to historical fuel transaction data for the duration of the contract.
- E. Maintain and operate a backup and disaster recovery plan. Must provide at a minimum 24-hour recovery for MTS data.

1.7. ON-LINE REPORTING

- A. The Contractor’s cloud hosted portal shall be capable of generating standard reports and the ability to import and export data in a variety of formats.
- B. Ability to create ad-hoc reports such as:
 - i. Vehicle/driver
 - ii. Date/time
 - iii. Location
 - iv. Cost per transaction/number of transactions per day
 - v. Fuel type/grade
 - vi. Price per gallon
 - vii. Gallons per month/per transaction
- C. Contractor shall limit information system access to authorized users or devices and to the types of transactions and functions that authorized users are permitted to exercise. Access must be immediately removed when MTS notifies Contractor of a staff change.
- D. To help protect information from unauthorized access or disclosure, users must be identified and authenticated prior to accessing information, initiating transactions, or activating services. Automatic information (e.g. a password or PIN) must never be disclosed to another user or shared among users. The authentication process is limited to three unsuccessful attempts and must be reinstated by the authorized personnel (preferably the System Security Administrator).
- E. If available, Contractor may offer a mobile app to ensure the application is accessible via a mobile device. Provide available technology options for smart devices to allow MTS drivers access to searching for gas stations in their current location and associated real time per gallon cost.

1.8. TRAINING

The Contractor shall provide training for the administrators and the card users. Ideally, this training should be provided initially at contract inception, on-going/as-needed, and any re-training as necessary whether in-person/onsite, web-based, phone conference or a combination of these methods.

1.9. TRANSITION TO A NEW CONTRACTOR

At the end of the contracted term, the Contractor must work with MTS and/or new Contractor (as applicable) during implementation.

- A. The Contractor shall provide requested electronic files to help maintain the continuity and consistency of the services required by the contract.
- B. It is crucial to have a seamless transition. Therefore, once a new contract has been awarded to a new Contractor, the current Contractor must have a written transition plan and timeline, present MTS within 5 days after request for approval to ensure an uninterrupted transition of services on the new "go live" date.
- C. The transition plan shall include all necessary tasks/steps, and who is responsible (Contractor or MTS) for the completion of the tasks.
- D. It will assign timelines to necessary tasks/steps necessary for a timely completion of the transition. A total estimate timeline for transition in must be provided.

1.10. BILLING REPORTS

With each monthly invoice, the Contractor shall provide a Fuel Service Report which summarizes the fueling that occurred in the previous month. Each said report shall include, but not be limited to, the following information:

- A. Date/time of transaction.
- B. Location of fueling.
- C. Identity of vehicle.
- D. Identity of card user.
- E. Type of fuel.
- F. Quantity of fuel (gallons pumped).
- G. Price per gallon.
- H. All applicable taxes and/or fees must be itemized.
- I. Total sale.

1.11. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

1.12. [NOT APPLICABLE] BUY AMERICA

1.1.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

1.1.2. [NOT APPLICABLE] MANUFACTURED PRODUCT

1.1.3. [NOT APPLICABLE] ROLLING STOCK

1.1.4. [NOT APPLICABLE] IRON OR STEEL

1.13. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

1.14. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)

1.15. [NOT APPLICABLE] NO RIGHT TO POST SIGNS



Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Drug and Alcohol Testing and Administration Services – Contract Award

RECOMMENDATION:

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

- 1) Execute MTS Doc. No. G2757.0-23 (in substantially the same format as Attachment A), with Drug Testing Network Inc. (Drug Testing Network), for Drug and Alcohol Collection, Testing, and Administration Services for a five (5) year base period with five (5) 1-year options for a total cost of \$1,036,516.00; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost for this contract is estimated to be \$1,036,516.00. This project is funded by the Human Resources Operating Budget 711010-571160.

DISCUSSION:

MTS and its operating divisions maintain a work force of approximately 1,650 safety-sensitive, and non-safety-sensitive employees. To promote a safe and efficient workplace and comply with applicable laws and US Department of Transportation (DOT) regulations, MTS has a policy that prohibits the use of drugs and alcohol in the workplace and requires that employees be tested for drugs and alcohol pursuant to [\(MTS Policy 35 – Drug and Alcohol Policy\)](#).

MTS seeks the services of a Third-Party Administrator (TPA) to assist in the collection and processing of drug tests, advise on compliance issues, and assist in the overall administration of MTS's Drug and Alcohol Program. The contractor provides equipment, supplies and staff, and when necessary, the facility required to perform the services identified in contract.



On July 10, 2023, MTS issued a Request for Proposals (RFP) for Drug and Alcohol Collection, Testing, and Administration Services on PlanetBids. MTS received a total of four (4) proposals on the due date of August 18, 2023 from the following:

Proposer	Firm Certification
Drug Testing Network Inc.	N/A
DSI Medical Services Inc.	N/A
Norton Medical Industries	Woman Owned Business Enterprise (WBE), Small Business (SB)
Phamatech, Inc.	N/A

All proposals were deemed responsive and responsible and were evaluated by a committee comprised of representatives from the MTS Human Resources and Finance departments. The proposals were evaluated on the following:

1.	Qualifications of the Firm or Individual	35%
2.	Staffing, Organization, and Management Plan	15%
3.	Work Plan	25%
4.	Cost and Price	<u>25%</u>
		100%

The following table illustrates the initial scores and rankings:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION) **	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Drug Testing Network Inc.	56.83	\$1,036,516.00	25.00	81.83	1
Phamatech, Inc. **	47.50	\$1,257,878.00	20.00	67.50	2
DSI Medical Services Inc. **	42.33	\$488,961.02	11.67	54.00	3
Norton Medical Industries	33.17	\$1,186,120.00	5.00	38.17	4

**Firm only submitted pricing for the base years.

As a result of the initial review, MTS requested additional clarifications from Drug Testing Network, who is the highest-ranked firm, regarding their proposed Medical Review Officer (MRO), lab, and future plans to implement saliva testing once the testing has been approved by the DOT. Based on the additional information received from Drug Testing Network, their technical and cost score remained the same as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Drug Testing Network Inc.	56.83	\$1,036,516.00	25.00	81.83	1

Based on the objectives of this procurement, consideration of the evaluation criteria and Drug Testing Network's technical and cost proposal, the evaluation committee determined Drug Testing Network presented the best overall value.

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

- 1) Execute MTS Doc. No. G2757.0-23 (in substantially the same format as Attachment A), with Drug Testing Network, for Drug and Alcohol Collection, Testing, and Administration Services for a five (5) year base period with five (5) 1-year options for a total cost of \$1,036,516.00; and
- 1) Exercise the option years at the CEO's discretion.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2757.0-23
B. Cost Proposal

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2757.0-23**

DRUG AND ALCOHOL COLLECTION, TESTING, AND ADMINISTRATION SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2023 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Drug Testing Network Inc. Address: 969 S. Santa Fe. Suite D
Vista CA 92083
City State Zip
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: delacova@drugtestingnetwork.com
 Telephone: 760-940-2015 ext 100

Authorized person to sign contracts	Rene De La Cova	Chief Executive Officer
	_____ Name	_____ Title

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

The contract term is for five (5) base years and five (5) 1- year options, exercisable at MTS's sole discretion, for a total of ten (10) years. Base period shall be effective January 1, 2024 through December 31, 2028 and option years shall be effective January 1, 2029 through December 31, 2033, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$506,010.50 for the base years and \$530,505.50 for the option years, for a contract total not to exceed \$1,036,516.00 without the express written consent of MTS.

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

5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1 BACKGROUND

MTS and its operating divisions maintain a work force of approximately 1600 safety-sensitive, and non-safety-sensitive employees. To promote a safe and efficient workplace and comply with applicable DOT rules and regulations, MTS has a policy that prohibits the use of drugs and alcohol and requires that employees be tested for drugs and alcohol use. **See Attachment 2 – MTS Drug and Alcohol Policy.**

MTS seeks the services of a Third-Party Administrator (TPA) to assist in the collection and processing of tests, compliance, and overall administration of MTS' Drug and Alcohol Program. Proposer shall provide equipment, supplies and staff, and when necessary, the facility required to perform the services identified in this scope of work. MTS reserves the right to visit Proposer's facilities, including laboratories, to audit records and procedures.

Proposer shall propose on all components and services listed in the scope of work and certify that it is capable of successfully meeting the specifications and requirements. MTS will award one (1) contract from this RFP.

5.2 REGULATIONS

MTS receives federal assistance from Federal Transit Administration (FTA), an operating administrations within the Department of Transportation (DOT).

For all parties who conduct drug and alcohol tests required by the DOT, the regulations are covered under 49 CFR Part 40.

49 CFR Part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Programs

For employers that receive financial assistance from the FTA, and contractors of those employers, 49 CFR Part 655 establishes programs to be implemented that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions.

49 CFR Part 655 - Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Proposers are directed to review the above regulations as well any additional guidance and information on drugs and alcohol regulations from the DOT and FTA websites (See <http://www.dot.gov> and <http://www.fta.dot.gov>). All regulations are subject to change and Proposer is required to be cognizant of all applicable regulation updates.

5.3 PROGRAM MANAGEMENT

- a. While various MTS designated staff will interact with several staff from the Proposer's team, Proposer shall designate a Project Manager to:
- b. Be the key contact with supervisory authority to take the actions necessary to accomplish all of the tasks or requirements of this scope of work.
- c. Ensure that Proposer's staff is fully trained on 49 CFR Part 40 and 49 CFR Part 655, including all revisions and amendments. Training includes, but is not limited to, refresher trainings and documentation showing what trained has been performed.

- d. Ensure that Proposer's staff, including Medical Review Officer (MRO), Substance Abuse Professionals, Breath Alcohol Technicians, and Collectors, meet all required qualifications and that the qualifications are current, in compliance with the requirements of 49 CFR Part 40.
- e. Be the lead in quality control and standards of performance to ensure all requirements of the scope of work are met in a correct and timely fashion by both the Proposer and all subcontractors. Should audit findings result from a failure of the Proposer and/or its subcontractor to comply with applicable regulations or perform the responsibilities outlined, Proposer will be required to take whatever corrective action is necessary at no additional cost to MTS.
- f. Review MTS's Drug and Alcohol Policy, including random testing, to ensure that it meets all requirements of 49 CFR part 40 and 49 CFR part 655, including revisions and amendments, and inform the MTS PM when changes are needed.
- g. Audit the procedures of collection facilities used to ensure compliance with 49 CFR Part 40.
- h. Secure written confirmation from the testing laboratory that it complies with all requirements. The Proposer's Project Manager shall audit the process for handling specimens at the laboratory and submit a report with the results of this audit.
- i. Be readily available to meet with auditors and regulatory representatives on short notice to discuss the status of the Drug and Alcohol Program.
- j. Provide all reporting as requested by MTS.
- k. Other project management duties as assigned.

5.4 ADMINISTRATIVE SERVICES

Proposer shall perform the following Administrative services as per the regulations above:

- a. Database Management:
 - i. Create and maintain a DOT compliant database program to track the disposition of all drug and alcohol tests and pull random selection lists for safety-sensitive employees who are subject to random drug and alcohol testing. The testing database must be secure and web-enabled allowing MTS access to monitor employee drug testing records, generate reports and review information. The database must provide MTS the ability to:
 - Retrieve individual and drug test results
 - Retrieve all drug test results for a given date range
 - Run ad-hoc queries and reports as to individual employees
 - Run daily, weekly, monthly, quarterly or annual statistical report of testing
 - Create online testing authorization forms and electronically fax to collection sites.
 - ii. Maintain a database of MTS employees requiring random testing and monitor and coordinate testing services in compliance with DOT standards and company policy.
 - Using listing of employees provided by MTS containing information on MTS employees covered by the DOT program, generate random lists for drug and alcohol testing on a monthly basis, sorting by department

- Request an updated of the list monthly from each department program manager to coordinate testing in accordance with each employee's schedule
- iii. Provide monthly random selections to designated MTS point of contact and provide plan to make required collections on or before the first day of every month.
- iv. Provide monthly report in .xls format to designated MTS point of contact that lists completed random selections and pre-employment drug testing with dates and times of collection as well as date results are posted.
- b. Provide electronic notification via email of posted test results to the Designated Employer Representative(s).
- c. Conduct the drug and alcohol random selection process in accordance with testing rate regulations.
- d. Track all testing conducted including blind samples to ensure compliance.
- e. Maintain all drug and alcohol testing records pursuant to requirements.
- f. Prepare all required Semi-Annual Laboratory and Annual MIS report for submittal to the FTA.
- g. Assist in all drug and alcohol audits by preparing documents and participating in the audit process.
- h. Have representatives available on a 24-hour 7 day per week basis for consultation and guidance.
- i. Ensure that drug and alcohol test results are provided in an expeditious manner, generally within 24 hours for a negative test and within 48-72 hours for a positive test.
- j. Unless specified otherwise in a contract between the successful Proposer and MTS, be responsible for all administrative responsibilities outlined in the MTS Drug and Alcohol policy, attached as **Attachment 2**.
- k. Comply with all requirements/regulations related to the TPA's purview.
- l. Other drug and alcohol administrative duties as assigned.

5.5 SPECIMEN COLLECTION SERVICES

Proposer shall perform the following collection services:

- a. On-site specimen collections – Ability to dispatch mobile collectors to any of MTS's San Diego facilities or to alternate locations (e.g., hospitals or accident scenes).
- b. Random – Coordinate, schedule and conduct on-site specimen collection services for random drug and alcohol testing in compliance with regulations.
- c. Post-accident & reasonable suspicion – Provide on-site drug and alcohol testing within the response time required by the regulations but usually within one hour from notification.
- d. Pre-employment – Provide pre-employment drug testing for new employees
- e. Follow-up & return to duty testing – Provide follow up and return to duty testing as requested by MTS.
- f. Non-DOT testing – Proposer must be able to conduct Non-DOT tests on employees who are not safety sensitive as described in MTS's Drug and Alcohol Policy.
- g. Other drug and alcohol collection duties as assigned.

5.6 MEDICAL REVIEW OFFICER (MRO)

Proposer shall provide MRO services including but not limited to review of all drug and alcohol results, interviewing employees with positive results, and verification of prescription drugs.

5.7 TESTING SERVICES, FACILITIES AND LAB ANALYSIS

Proposer shall ensure that:

- a. All laboratories utilized for drug and alcohol testing are certified by the California Health and Human Services (CHHS) and must comply with DOT requirements and MTS Drug and Alcohol policy.
- b. All facilities/laboratories for specimen collection and testing comply with DOT standards and MTS Drug and Alcohol policy.
- c. Collection/testing sites are located throughout greater San Diego County and/or are mobile in order to provide on-site collection. Sites must have twenty-four (24) hours, seven (7) days per week service capability.
- d. Collectors are in compliance with qualification training requirements and error correction training procedures.
- e. Arrangements for timely transportation of specimens from collection sites to labs are available.
- f. Proposers must have the ability to implement DOT compliant saliva drug testing in lieu of urine testing.
- g. Laboratory analysis of urine or saliva tests is in accordance with DOT and related regulations and includes split sample urine or saliva collection, validity testing, controlled substances testing, and confirmation testing.
- h. Breath alcohol testing sites, equipment and procedures are provided and that all personnel (breath alcohol technicians, screening test technicians) meet qualification training requirements, with provisions for error correction training.
- i. Storage of positive specimens is in accordance with DOT requirements.
- j. Facilities coordinate return-to-duty and follow-up testing with the designated employer representative.
- k. Other drug and alcohol testing duties as assigned.

5.8 DATA SECURITY AND BACKUP

- a. Proposer is solely responsible for data security. Since the information gathered is sensitive in nature Proposer and its subcontractors are responsible for keeping the information secure. Records and data must be maintained in a secure location with controlled access. Proposer shall maintain records for five (5) years. If a breach in security occurs the

Proposer is responsible for all associated costs of notifications and cleanup of breached data, at no additional cost to MTS. Proposer is fully liable for any claim of identity theft.

- b. It shall be the Proposer's responsibility to enforce and follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; protect the privacy of individually identifiable health information; ensure security of electronic protected health information; and enforce all confidentiality provisions.

Additional HIPAA information is available online at:

<http://www.hhs.gov/ocr/privacy/index.html>

- c. Data must be backed up daily. To ensure no loss of data, Proposer shall have data backup systems in place.

5.9 DISENTANGLEMENT

- a. Disentanglement Process:
 - i. The Disentanglement process for this Agreement shall begin on any of the following dates:
 - the date designated by MTS, not earlier than sixty (60) days prior to the end of current term, that MTS has elected not to exercise option year/s;
 - the date MTS notifies Proposer that no funds or insufficient funds have been appropriated so that the Agreement shall be terminated for convenience; or
 - the date any Termination Notice is delivered, if MTS or Proposer elects to terminate any or all of the services pursuant to the Agreement.
 - ii. Proposer shall be required to perform its Disentanglement obligations on an expedited basis, as determined by MTS.
 - iii. Proposer shall be required to provide full cooperation. Database information shall be complete and detailed to enable MTS or designee to fully assume and continue a smooth transition with no interruption of services.
- b. General Obligations:
 - i. All services related to Disentanglement shall be deemed a part of the base services and shall be performed by Proposer at no additional cost to MTS. Proposer's obligation to provide the services shall not cease until Disentanglement is satisfactory to MTS, and delivered in writing.
 - ii. Proposer shall provide all information regarding the services, including all data files.
 - iii. Proposer shall provide for the prompt and orderly conclusion of all work including documentation of work in process to assure an orderly transition to MTS or designee.
- c. Delivery of Documentation:

- i. Proposer shall deliver to MTS or designee all documentation and data related to the service, in format as requested by MTS.
- ii. Proposer shall destroy all copies not turned over to MTS, all at no cost to MTS.

5.10 CONTRACT TERM/PERIOD OF PERFORMANCE

This contract is for up to a ten (10) year period (5-year base with five 1-year options, exercisable at MTS' sole discretion). Proposers are required to price the proposal for all ten (10) years or its proposal may be deemed non-responsive. The tentative schedule is shown below:

Base Year Period:

- Year One (1): January 1, 2024 – December 31, 2024
- Year Two (2): January 1, 2025 – December 31, 2025
- Year Three (3): January 1, 2026 – December 31, 2026
- Year Four (4): January 1, 2027 – December 31, 2027
- Year Five (5): January 1, 2028 – December 31, 2028

Option Year Period:

- Option Year One (1): January 1, 2029 – December 31, 2029
- Option Year Two (2): January 1, 2030 – December 31, 2030
- Option Year Three (3): January 1, 2031 – December 31, 2031
- Option Year Four (4): January 1, 2032 – December 31, 2032
- Option Year Five (5): January 1, 2033 – December 31, 2033

5.11 INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

YR 1	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (BASE YEAR 1)							\$ 100,302.10

YR 1	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (BASE YEAR 1)			\$ 900.00

TOTAL BASE YEAR 1 (TABLES A+B)			\$ 101,202.10
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YR 2	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (BASE YEAR 2)							\$ 100,302.10

YR 2	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (BASE YEAR 2)			\$ 900.00

Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

TOTAL BASE YEAR 2 (TABLES A+B)			\$	101,202.10
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Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

YR 3	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (OPTION YEAR 3)							\$ 100,302.10

YR 3	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (OPTION YEAR 3)			\$ 900.00

TOTAL OPTION YEAR 3 (TABLES A+B)		\$ 101,202.10
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YR 4	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (OPTION YEAR 4)							\$ 100,302.10

YR 4	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (OPTION YEAR 4)			\$ 900.00

Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

TOTAL OPTION YEAR 4 (TABLES A+B)			\$	101,202.10
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Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

YR 5	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (OPTION YEAR 5)							\$ 100,302.10

YR 5	Cost Type	Fixed Monthly Cost		Annual Cost
Billed per Month (Table B)	Other Costs			
	Monthly Administration Fee	\$ 25.00		\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00		\$ 600.00
	Other 1 (Describe)			\$ -
	Other 2 (Describe)			\$ -
	Other 3 (Describe)			\$ -
TOTAL TABLE B (OPTION YEAR 5)				\$ 900.00

TOTAL OPTION YEAR 5 (TABLES A+B)				\$ 101,202.10
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Summary Totals	
Base Year 1	\$ 101,202.10
Base Year 2	\$ 101,202.10
Base Year 3	\$ 101,202.10
Base Year 4	\$ 101,202.10
Base Year 5	\$ 101,202.10
Contract Total (Year 1 - 5)	\$ 506,010.50

YR 1	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00
	TOTAL TABLE A (BASE YEAR 1)							\$ 104,901.10

YR 1	Cost Type	Fixed Monthly Cost			Annual Cost
Billed per Month (Table B)	Other Costs				
	Monthly Administration Fee	\$ 35.00			\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00			\$ 780.00
	Other 1 (Describe)				\$ -
	Other 2 (Describe)				\$ -
	Other 3 (Describe)				\$ -
	TOTAL TABLE B (BASE YEAR 1)				\$ 1,200.00

TOTAL BASE YEAR 1 (TABLES A+B)				\$ 106,101.10
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YR 2	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -

6-Mam		1		\$ -			\$ -
Split Sample Testing		1		\$ 250.00			\$ 250.00
Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00
TOTAL TABLE A (BASE YEAR 2)							\$ 104,901.10

YR 2	Cost Type	Fixed Monthly Cost			Annual Cost
Billed per Month (Table B)	8				
	Monthly Administration Fee	\$ 35.00			\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00			\$ 780.00
	Other 1 (Describe)				\$ -
	Other 2 (Describe)				\$ -
	Other 3 (Describe)				\$ -
	TOTAL TABLE B (BASE YEAR 2)				\$ 1,200.00

TOTAL BASE YEAR 2 (TABLES A+B)			\$ 106,101.10
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YR 3	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00
	TOTAL TABLE A (OPTION YEAR 3)							\$ 104,901.10

YR 3	Cost Type	Fixed Monthly Cost			Annual Cost
Billed per Month (Table B)	Other Costs				
	Monthly Administration Fee	\$ 35.00			\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00			\$ 780.00
	Other 1 (Describe)				\$ -
	Other 2 (Describe)				\$ -
	Other 3 (Describe)				\$ -
	TOTAL TABLE B (OPTION YEAR 3)				\$ 1,200.00

TOTAL OPTION YEAR 3 (TABLES A+B)			\$ 106,101.10
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YR 4	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
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Billed per Usage (Table A)	DOT								
	Pre Employment		450		\$ 40.00			\$ 18,000.00	
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00	
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50	
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75	
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65	
	Isomer Testing		1		\$ -			\$ -	
	6-Mam		1		\$ -			\$ -	
	Split Sample Testing		1		\$ 250.00			\$ 250.00	
	Non-DOT								
	Pre Employment		20		\$ 40.00			\$ 800.00	
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50	
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90	
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Isomer Testing		1		\$ -			\$ -	
	6-Mam		1		\$ -			\$ -	
	Split Sample Testing		1		\$ 250.00			\$ 250.00	
	Call out for Post Accident & Reasonable Suspicion - MTS Request						85	\$ 100.00	\$ 8,500.00
TOTAL TABLE A (OPTION YEAR 4)								\$ 104,901.10	

YR 4	Cost Type	Fixed Monthly Cost		Annual Cost
Billed per Month (Table B)	Other Costs			
	Monthly Administration Fee	\$ 35.00		\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00		\$ 780.00
	Other 1 (Describe)			\$ -
	Other 2 (Describe)			\$ -
	Other 3 (Describe)			\$ -
TOTAL TABLE B (OPTION YEAR 4)				\$ 1,200.00

TOTAL OPTION YEAR 4 (TABLES A+B)				\$ 106,101.10
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YR 5	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00

TOTAL TABLE A (OPTION YEAR 5)				\$	104,901.10
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YR 5	Cost Type	Fixed Monthly Cost			Annual Cost
Billed per Month (Table B)	Other Costs				
	Monthly Administration Fee	\$ 35.00			\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00			\$ 780.00
	Other 1 (Describe)				\$ -
	Other 2 (Describe)				\$ -
	Other 3 (Describe)				\$ -
TOTAL TABLE B (OPTION YEAR 5)					\$ 1,200.00

TOTAL OPTION YEAR 5 (TABLES A+B)				\$	106,101.10
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Summary Totals		
Option Year 1	\$	106,101.10
Option Year 2	\$	106,101.10
Option Year 3	\$	106,101.10
Option Year 4	\$	106,101.10
Option Year 5	\$	106,101.10
Contract Total (Year 1 - 5)	\$	530,505.50



Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Track Geometry Testing Services – Contract Award

RECOMMENDATION:

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

- 1) Execute MTS L1645.0-23, (in substantially the same format as Attachment A) with Holland, L.P. (Holland) for the provision of track geometry testing for five (5) base years with one (1), three (3)-year option, for a total of \$379,458.00; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost of this contract is estimated to be \$379,458.00 (Attachment C). The Project will be funded by Track Maintenance Operating Budget 370016-571210 account. The project costs are summarized below:

Base Year 1	Base Year 2	Base Year 3	Base Year 4	Base Year 5	Total
\$44,462.00	\$46,000.00	\$46,000.00	\$47,248.00	\$47,248.00	\$230,958.00

Option 1 Year 6	Option 1 Year 7	Option 1 Year 8	Total
\$49,500.00	\$49,500.00	\$49,000.00	\$148,500.00



DISCUSSION:

MTS needs a qualified and experienced firm to provide hi-rail equipped track testing vehicle(s) to measure track geometry, track strength, and rail profile to meet the Federal Register Rule Requirements Part 213.333.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements and service contracts over \$150,000.00. On May 19, 2023, MTS issued a Request for Proposals (RFP) for qualified proposers to provide Track Geometry Testing Services.

On July 11, 2023, a single proposal was received and was deemed responsive and responsible. To ascertain that the solicitation was not restrictive, MTS emailed a survey to all the firms that had downloaded the RFP on PlanetBids. The survey is utilized to determine potential proposers' reason(s) for not proposing. The results indicated that neither the RFP nor MTS's procurement processes played a role in their decision not to respond.

Proposer Name	Firm Certification
Holland, L.P. (Holland)	N/A

An evaluation committee consisting of representatives from Finance and Track departments met and scored the proposal based on the following evaluation criteria:

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

The table below represents the proposer's score and ranking:

Proposer Name	Cost	Technical Score	Cost Score	Total Score (Maximum total score: 100)	Ranking
Holland	\$379,458.00	52	25	77.00	1

MTS then performed a price analysis by comparing the Independent Cost Estimate (ICE) and other similar agency costs to ensure the price MTS received was fair and reasonable. The cost breakdown below reflects a comparison of annual rates and mobilization cost for the first year:

Description	Holland's Proposal to MTS (Year 1)	ICE	Sacramento Regional Transit District (SACRT) Current Agreement
Daily Rate (up to 8 hours)	\$11,385.00	\$12,100.00	\$14,825.00
Overtime Rate (after 8 hours)	\$1,423.00	\$1,512.50	\$1,853.00
Mobilization Cost	\$8,000.00	\$8,800.00	\$8,750.00

In addition, MTS's ICE has a value of \$456,924.86 and Holland's proposal is at \$379,458.00, which was determined to be fair and reasonable.

Based on the objectives of this procurement, consideration of the evaluation criteria and Holland's technical and price proposals, Holland presented the best value proposal to MTS.

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

- 1) Execute MTS L1645.0-23, (in substantially the same format as Attachment A) with Holland for the provision of track geometry testing for five (5) base years with one (1), three (3)-year option, for a total of \$379,458.00; and
- 2) Exercise the option years at the CEO's discretion.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. L1645.0-23
B. Scope of Work
C. Cost Form

STANDARD AGREEMENT**FOR****MTS DOC. NO. L1645.0-23****TRACK GEOMETRY TESTING SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2023 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Holland, L.P. Address: 1000 Holland Dr.
Crete Illinois 60417
 Form of Business: Limited Partnership City State Zip
 (Corporation, Partnership, Sole Proprietor, etc.) Email: ecurran@hollandco.com
 Telephone: 708-304-6103

Authorized person to sign contracts Eric Curran General Manager
 Name Title

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

The contract term is for up to 5 base years and 3 option years, exercisable at MTS's sole discretion, for a total of 8 years. Base period shall be effective December 1, 2023 through November 30, 2028 and option years shall be effective December 1, 2028 through November 30, 2031, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$230,958.00 for the base years and \$148,500.00 for the option years, for a contract total not to exceed \$379,458.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HOLLAND, L.P.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. SCOPE OF WORK

Selected Contractor shall provide hi-rail equipped track testing vehicle/s to measure track geometry, track strength, and rail profile to meet the Federal Register Rule requirement art 213.333 for five (5) base years with one (1), three (3)-year option, exercisable at MTS' sole discretion.

- A. Gauge restraint measuring system (GRMS) shall meet or exceed minimum design requirements specifying that gage restraint shall be measured between the heads of the rail.
- B. At an interval not exceeding 16 inches.
- C. Under an applied vertical load of no less than 10 kips per rail.
- D. Under an applied lateral that provides a lateral/vertical load ratio of between 0.5 and 1.25, 10 and a load severity greater than 3 kips but less than 8 kips per rail. Load severity is defined by the formula:

$$S = L - cV$$

1.2. CONTRACTOR SHALL PROVIDE:

- A. Geometry measurement system capable of providing an onboard display of and recording of geometry data to include gauge, curvature, cross-level, surface, alignment, twist, warp and provide data on a 3' and 6" unbalance.
- B. Track Strength Measurement System capable of recording and providing an onboard display of unloaded and loaded gauge conditions, and calculated measurements for track strength evaluation.
- C. Rail profile (rail wear) measurement system.
- D. One supervisor and one operator to operate the vehicle and measuring instrumentation and maintain all contractors' equipment.
- E. Onboard production of standard strip charts and exception reports.
- F. Management and communication of the data generated by the contractor's onboard electronic measurement system will be stored in .pdf format on CD disk(s) and presented to the customer for analysis. Should the customer need contractors to communicate with a 3rd party regarding data generated, contractor requests the customer to provide a written request.
- G. All necessary consumables, to include fuel, required for the operation of the contractor's equipment.
- H. Onboard seating capacity and data monitoring access for railroad personnel.

- I. Vehicle must have a continuous shunt at all times

1.3. SAN DIEGO TROLLEY INC., SHALL PROVIDE:

- A. Suitable safe worksite to include flag protection and/or other precautions as may be required for the safety of personnel and equipment.
- B. Qualified pilot.
- C. Organization of the work, to include furnishing of additional personnel, equipment, and consumables as may be required by the railroad.

1.4. WORKDAY

MTS Trolley operates revenue service for twenty-one-and-a-half hours daily. Service runs from 4:00 AM of one day to 1:30 AM of the following day, seven days a week. All testing shall be performed so as not to interfere with revenue service on the adjacent track or beyond the limits of the defined work area.

The rail testing shall be performed during an approved work window by MTS Track management, within a defined area, of approximately four hours per day, generally between 12 midnight and 4 AM hours on weekdays, and 12 midnight and 5 AM on weekends. This time allowance may vary depending on the designated location of a test. The time of availability may also be adjusted by MTS to allow it to accommodate additional operating requirements.

The workday shall commence at a start time and location as previously determined by the responsible customer representative and the contractor's crew. The workday shall end at the time and off-track location, when work and reports have been completed, and when the customer representative releases the contractor's crew.

1.5. PERFORMANCE AND LIMITATIONS

Contractor equipment vehicle shall be capable of testing at speeds of up to 35 mph, dependent upon track conditions and railroad rules governing the safe operation of hi-rail vehicles through turnouts, road crossings, by station platforms, and protecting against personnel and equipment. Production mileage shall be limited by available track time and speed testing. Contractor's track testing shall be ISO 17025-2005 accredited, all measurements are limited in accuracy and completeness by operating conditions, track conditions, obstructions to measurement, limitations of laser and inertial systems, and other conditions. Alignment and surface measurements are dependent on a minimum of 8 mph testing speed. Equipment operators shall be fully trained to confirm or delete exceptions during testing for expediency, and to validate exceptions in track, however are limited by operating requirements. Final determination of accuracy and completeness of all exceptions and data must be confirmed with customer's trained field inspectors. Reporting will be based on Federal Railroad Agency or customer-based thresholds for all measured or calculated channels, and may be limited by track design speed variations or design construction tolerances which do not align directly with the track geometry measurement system.

1.6. TRACK MEASUREMENT DATA

- A. Geometry and Track Strength: Contractor shall provide data on geometry and track strength to customer in both hard copy and electronic (.pdf files) formats immediately upon completion of measurement.
- B. Track Inspection Software. Contractor shall be capable of producing electronic and hard copy reports, containing geometry, track strength, and profile databases of the current measurement runs. Hard copy reports must be available at the end of each work day.

1.7. COMPLIANCE WITH INDUSTRIAL SAFETY CODES

Equipment shall be in complete compliance with all requirements of the laws of the State of California and City and County of San Diego, as well as all applicable federal laws and regulations at date of delivery and/or services.

1.8. BRAND NAMES

Whenever reference to a specific "Brand Name" is made in the specifications, it is to be considered solely illustrative, and is used merely to describe a component which has been selected by MTS as best meeting the specific minimal operational, design, performance, capacity, maintenance, quality, and reliability criteria of the desired end product. Wherever a "Brand Name" appears, the term "or approved equal" shall be automatically inferred.

1.9. PERIOD OF PERFORMANCE

The period of performance under the resultant Agreement shall be effective from December 1, 2023 through November 30, 2028, with an option to extend for an additional three years. All required services will be completed within the performance period.

1.10. COMPENSATION

Except as provided under the terms of the resultant Agreement, the established firm fixed rate is the maximum compensation to be paid for the completion of all services to be rendered by the successful Proposer. Any cost incurred in excess of the established firm fixed unit rate shall not be considered reimbursable. The established firm fixed unit rate, detailed in the Bid Form shall be fixed for the term of the Agreement.

1.11. PAYMENT TERMS

Unless otherwise stated in the specifications or bid forms, one hundred percent (100%) of the contract price for each service will be paid to the Contractor within thirty (30) days after acceptance by MTS.

Otherwise the terms will be Net thirty (30) from acceptance. Payment terms less than ten (10) days from acceptance will not be considered. **ADVANCED PAYMENT IS NOT ALLOWABLE.**

1.12. [NOT APPLICABLE] BUY AMERICA

5.1.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

5.1.2. [NOT APPLICABLE] MANUFACTURED PRODUCT

5.1.3. [NOT APPLICABLE] ROLLING STOCK

5.1.4. [NOT APPLICABLE] IRON OR STEEL

1.13. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

1.14. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)

1.15. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

MTS Cost Form
L1645.0-23: Track Geometry Testing

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

5-YEAR BASE

+

ONE, 3-YEAR OPTION**YEAR 1**

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 11,385.00	\$ 22,770.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,423.00	\$ 5,692.00
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00
Subtotal				\$ 44,462.00

YEAR 2

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 12,000.00	\$ 24,000.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,500.00	\$ 6,000.00
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00
Subtotal				\$ 46,000.00

YEAR 3

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 12,000.00	\$ 24,000.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,500.00	\$ 6,000.00
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00
Subtotal				\$ 46,000.00

YEAR 4

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 12,500.00	\$ 25,000.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,562.00	\$ 6,248.00
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00
Subtotal				\$ 47,248.00

YEAR 5

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 12,500.00	\$ 25,000.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,562.00	\$ 6,248.00
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00
Subtotal				\$ 47,248.00

OPTION 1, YEAR 6

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 13,000.00	\$ 26,000.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,625.00	\$ 6,500.00
3	Mobilization Cost	2 each	\$ 8,500.00	\$ 17,000.00
Subtotal				\$ 49,500.00

OPTION 1, YEAR 7

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 13,000.00	\$ 26,000.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,625.00	\$ 6,500.00
3	Mobilization Cost	2 each	\$ 8,500.00	\$ 17,000.00
Subtotal				\$ 49,500.00

OPTION 1, YEAR 8

Item	Description	Estimated QTY	Unit Cost	Extended Price
1	Daily Rate (up to 8 hours)	2 days	\$ 13,000.00	\$ 26,000.00
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,625.00	\$ 6,500.00
3	Mobilization Cost	2 each	\$ 8,500.00	\$ 17,000.00
Subtotal				\$ 49,500.00

Grand Total	
YEAR	TOTAL
1	\$ 44,462.00
2	\$ 46,000.00
3	\$ 46,000.00
4	\$ 47,248.00
5	\$ 47,248.00
OPTION 1, YEAR 6	\$ 49,500.00
OPTION 1, YEAR 7	\$ 49,500.00
OPTION 1, YEAR 8	\$ 49,500.00
GRAND TOTAL BASIS OF AWARD	\$ 379,458.00



Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Imperial Avenue Division (IAD) Underground Storage Tanks (UST) Removal – 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. PWB376.0-23 (in substantially the same format as Attachment A), with Western Pump Inc., for IAD UST Removal in the amount of \$2,209,593.92; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$331,439.09) for this construction contract, bringing total expenditure authority to \$2,541,033.01.

Budget Impact

The total cost for this contract is estimated to be \$2,541,033.01; total bid amount of \$2,209,593.92 plus 15% contingency. This project is funded by Capital Improvement Program (CIP) 3009119701 – IAD Battery Electric Bus (BEB) Charging Infrastructure.

DISCUSSION:

MTS currently operates and maintains a fixed route fleet of one hundred forty-eight (148) compressed natural gas (CNG) buses and four (4) BEBs at IAD. MTS seeks to implement a scalable and modular battery bus charging system for the IAD BEB fleet, to comply with the California Air Resources Board (CARB) requirements for a full transition by 2040. The first phase would include overhead charging infrastructure for forty (40) BEBs in order to meet the needs of the initial BEBs arriving in 2024, as well as scalable electrical infrastructure for future phases.

The first phase overhead installation takes place in the north end of the IAD lot, directly east of the Service Lanes. The Service Lanes and the Richard A. Murphy Building (RAM) are currently served by underground storage tanks (UST) located immediately east of the Service Lanes. The USTs and connected lines serving the pump rooms in Service Lane and RAM Buildings are in conflict with the proposed overhead structure.



There are eight (8) existing tanks, one (1) 1,000-gallon tank, two (2) 4,000-gallon tanks, two (2) 10,000-gallon tanks, and three (3) 20,000-gallon tanks. Two (2) of the eight (8) tanks were previously closed in place and are filled with concrete slurry. Of the remaining six (6) tanks in use, only three (3) contain service fluids currently used onsite. Due to environmental concerns with underground tanks, and regulatory agency preference for UST removals, all eight (8) tanks will be removed to make room for the first phase of the IAD Zero Emission Bus (ZEB) project. Once the IAD ZEB charging structure is in place, there will be no ability to remove the tanks at a future date.

Multiple permits will be required for the UST removals and will be the responsibility of the construction contractor to record the soil condition around the removed tanks, and to remove the tanks from regulatory monitoring databases. For the three service fluids in use on site, the USTs will be replaced with new, much smaller, above ground storage tanks. The new above ground tanks will be stored in an enclosed structure to meet stormwater requirements and will be much easier to maintain, service, and keep in a state of good repair. Funding for this project is a combination of CIP funds to support the new ZEB construction, as well as operations funding to improve the day-to-day service operations.

On July 17, 2023, staff issued an Invitation for Bids (IFB). A total of three (3) bids were received:

IAD UST Removal IFB		
Company Name	Firm Certification	Bid Amount
<i>MTS – Independent Cost Estimate (ICE)</i>		<i>\$2,077,284.65</i>
Western Pump, Inc.	N/A	\$2,209,593.92
Jenal Engineering Corporation	Small Business (SB)	\$2,265,920.00
GEMS Environmental Management Services	Minority Owned Business Enterprise (MBE), SB	\$2,617,406.32

Based on the bids summary above, and in comparison with the ICE, staff has determined Western Pump's price to be fair and reasonable and recommends executing the contract.

Western Pump will be utilizing seven (7) subcontractors, as detailed further in Attachment C.

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

- 1) Execute MTS Doc. No. PWB376.0-23 (in substantially the same format as Attachment A), with Western Pump Inc., for IAD UST Removal in the amount of \$2,209,593.92; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$331,439.09) for this construction contract, bringing total expenditure authority to \$2,541,033.01.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc PWB376.0-23
B. Bid Price Form
C. Subcontractors



**Metropolitan
Transit
System**

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWB376.0-23

IAD UNDERGROUND STORAGE TANKS (UST) REMOVAL

THIS AGREEMENT is entered into this _____ day of _____ 2023, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Western Pump, Inc Address: 3235 F Street
San Diego, CA 92102
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: Ryanr@westernpump.com
 Telephone: (619) 446-9505

Authorized person to sign contracts Ryan Rethmeier President

 Name Title

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

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

IAD UNDERGROUND STORAGE TANKS (UST) REMOVAL

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 **90 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 two million, two hundred nine thousand, five hundred ninety-three dollars and ninety-two cents (\$2,209,593.92). 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	WESTERN PUMP, INC
By: _____	
Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____	Title: _____
Karen Landers, General Counsel	

IAD UNDERGROUND STORAGE TANKS (UST) CONSTRUCTION (PWB376.0-23)

Contractor: Western Pump

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Unit Price	Extended Total
1	Mobilization	EA	1	\$159,145.21	\$159,145.21
2	Demobilization	EA	1	\$10,749.00	\$10,749.00
3	Supervision	LS	1	\$58,565.00	\$58,565.00
4	Temporary Facilities	LS	1	\$16,431.13	\$16,431.13
5	Temporary Controls	LS	1	\$11,971.89	\$11,971.89
6	Secondary Containment Construction	LS	2	\$69,620.98	\$139,241.96
7	Providing and installation of totes and all associated pumping equipment	LS	5	\$5,205.89	\$26,029.45
8	Demo and removal of concrete and paving	SF	7800	\$10.38	\$80,964.00
9	Import of clean fill to replace volume of removed USTs	CY	640	\$79.85	\$51,104.00
10	Installation of 5" AC over 16" Class 2 Base	SF	7800	\$17.70	\$138,060.00
11	Removal and disposal of USTs and all associated appurtenances	EA	8	\$56,871.06	\$454,968.48
12	Providing and installation new ASTs and all associated pumping equipment	EA	5	\$61,072.56	\$305,362.80
13	Allowance One (1) - Hauling and disposal of hazardous soil (hazardous with manifest) allowance up to	CY	1000	\$415.40	\$415,400.00
14	Allowance Two (2) - Hauling and disposal of Cal-hazardous soils (hazardous with manifest) allowance up to	CY	1000	\$165.97	\$165,970.00
15	Allowance Three (3) - Import and placement of clean fill to replace exported soils allowance up to	CY	1000	\$140.85	\$140,850.00
16	Bid Bond	LS	1	\$23,186.00	\$23,186.00
17	Payment and Performance Bond	LS	1	\$11,595.00	\$11,595.00
Total					\$2,209,593.92

Subcontractor							Any time there is a change to a Subcontractor resubmit this attachment. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.						
Company Name	Type of DBE	% of Work	DIR Number	Dollar Value	Description of Work	Point of Contact First Name	Point of Contact Last Name	Email	Phone Number	Street Address	City	State	Zip
Dispatch Transportation	N/A	21.79	10000933191	481,600.00	Environmental Haul Off	Don	Johnson	djohnson@dispatchtrans.com	619-990-4443	14032 Santa Ana Ace	Fontana	Ca	92337
Life Deck	N/A	0.29	10000023286	6,500.00	Coatings	Greg	Drisen	Greg.driesen@liftdeck.com	619-405-2546	70 Gateway Center Drive	San Diego	Ca	92102
Nieto & Sons Trucking Inc	SB	1.40	10000150003	30,995.00	Tank Cleaning/ Haul Off	David	Nieto	dave@nietoandsons.com	714-990-6855	PO Box 760	Yorba Linda	Ca	92885
Fonseca Construction	N/A	1.88	1000012330	41,634.00	Concrete Demo & Install	Michael	Fonseca	Office@fonsecacont.com	951-682-2881	PO Box 56007	Riverside	Ca	92517
CT Concrete Cutting	N/A	2.98	1000006698	65,750.00	Demo	Chris	Tompkins	ct@ctcontretecutting.com	951-757-6247	6341 Jefferson Ave St.3	Murrieta	Ca	92562
Advance Geo Inc.	N/A	1.09	1000600194	24,100.00	Environmental Services	Robert	Loeffler	RLoeffler@advacedgefo.biz	800-511-9300	837 Shaw Road	Stockton	Ca	95215
Eagle Paving Trucking	N/A	5.31	10000002648	117,373.00	Resurface Asphalt	Joel	Batule, Jr.	joeldr@eaglepaving.us	858-790-1521	13915 Daielson St. #20	Poway	Ca	92064



Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Uninterruptible Power Supply (UPS) Maintenance and Information Technology (IT) Asset Inventory Assessment Report – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2009.6-17 (in substantially the same format as Attachment A), with Schneider Electric IT Corporation (Schneider), increasing the contract value in the amount of \$177,593.00, bringing the contract total to \$1,595,856.76.

Budget Impact

The total cost of this project is estimated to be \$177,593.00. This amendment is funded by Operating Budget 661010-571250 - Information Technology (IT).

PROJECT DESCRIPTION	AMOUNT
One (1) Year Preventative Maintenance Extension 11/15/23-11/14/24	\$ 162,003.00
Standalone Rack Assessment Service	\$ 15,590.00
AMENDMENT NO. 6 GRAND TOTAL:	\$ 177,593.00

DISCUSSION:

UPS units provide continuous power during an emergency to maintain network and systems operations during power fluctuations and outages. The UPS units protect hardware such as computers, data centers, telecommunication equipment and other critical electronic equipment.

MTS has IT equipment deployed to all trolley stations, and located in communication cabinets along the right-of-way. These cabinets are secured (locked) with access limited to authorized staff. The computer equipment within these cabinets supports closed circuit television (CCTV), Public Announcement (PA), network switches, fare system communication, and track control. All of these systems are connected through a UPS or multiple UPS units in order to protect them from damage during a power loss or power fluctuations. The UPS units installed at MTS trolley



stations were initially procured on behalf of MTS by the San Diego Association of Governments (SANDAG) beginning in 2012 and were primarily manufactured by Schneider.

In 2015, after the completion of the Trolley Renewal Project, SANDAG turned over the operational support of the trolley stations to MTS which included the UPS units. All of the UPS units had been installed with an original manufacturer's one-year warranty, which had expired by the time MTS took over operational support.

On September 21, 2017 (AI 9), the MTS Board of Directors approved MTS Doc. No. G2009.0-17 with Schneider to provide on-site repair and support services for all UPS units deployed throughout MTS facilities. This agreement was for a three-year base term and two option years, exercisable at MTS's sole discretion. The contract was extended for one (1) year under Amendment 5. Due to other ongoing IT projects happening during FY24 that may affect this service going forward, this amendment seeks to extend the existing preventative maintenance support agreement for one (1) additional year and have an inventory assessment performed.

In comparison to staff's Independent Cost Estimate (ICE) based on past purchase history the initial quote received from Schneider was 9.2% higher than expected. After an initial negotiation, Schneider provided discounts over \$8,000 bringing the pricing gulf to 4.8% over the ICE. A final request for revision did not yield any price change, but the exchange did note that the warranty period of five (5) three-phase UPS units ends January 30, 2024. Since several large UPS units fall out of warranty during this extension period, staff has determined the cost to be fair and reasonable.

Therefore, staff recommends MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2009.6-17 (in substantially the same format as Attachment A), with Schneider, increasing the contract value in the amount of \$177,593.00, bringing the contract total to \$1,595,856.76.

/S/ Sharon Cooney
Sharon Coney
Chief Executive Officer

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

Attachments: A. Draft Amendment MTS Doc. No G2009.6-17
B. Cost Form

Amendment 6

Date: October 19, 2023

MTS Doc No. G2009.6-17

SCHNEIDER ELECTRIC UNINTERRUPTIBLE POWER SUPPLY (UPS) MAINTENANCE SUPPORT AND IT ASSET INVENTORY

Scheider Electric IT Corporation
Courtney Forget
Director
5081 Collections Center Drive
Chicago, IL 60693-5081

This shall serve as Amendment No. 6 to the original agreement G2009.0-17 as further described below.

SCOPE

Contractor has been providing UPS maintenance and support services since November 15, 2017. Under this Amendment, Contractor shall extend maintenance and support services one (1) year and perform an IT asset inventory assessment report (Attachment A).

SCHEDULE

This amendment shall extend the term of the agreement one (1) year to November 14, 2024.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$177,593.00. The total value of this contract including this amendment shall be in the amount of \$1,595,856.76. 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

Courtney Forget, Director
Schneider Electric IT Corporation

Date: _____

Attachments:

A. Schneider Maintenance Support and Inventory Report Quote



Schneider Electric IT Global Field Services

Schneider Electric Reference: OP-230718-13401136
Service Quote Number 2023-1941542-1
Quote Date 9/28/2023
Prepared by Albert Lawrence Monton

Prepared For San Diego Metropolitan Transit Systems
Sales Contact Ian Burrows

SCHNEIDER ELECTRIC IT CORP.

70 Mechanic Street - Foxboro, MA 02035 -
<http://www.schneider-electric.com>

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San Diego Metropolitan Transit Systems**Products and Services (All Prices in USD)****Installed Sites****San Diego Metropolitan Transit System**

SDMTS Data Centers, Operations Sites, Trolley Stations, and Transit Centers.

Product Description	Qty	Ext. Net Price
QWVUPSSA-QJRA78524-00 – STANDALONE RACK ASSESSMENT SERVICE Includes: <ul style="list-style-type: none"> ▪ Rack Assessment Services. ▪ Labor to diagram all IT gear in each communication enclosure, MDF and IDF closet containing a UPS unit at SDMTS locations. ▪ Normal business hours M-F, 8AM-5PM 	1	\$ 15,590.00
QWVUPS-QJRA55394-00 - 1 Year Onsite Support Agreement for (150) UPS units, (101) Battery Packs and (54) 30A ATS units at SDMTS Data Centers, Operations Sites, Trolley Stations, and Transit Centers. Features: <ul style="list-style-type: none"> ▪ Parts, Labor, and Travel for any required repairs during contract period. ▪ (1) PM Visit 5x8 for APC 25kW Galaxy VS units. ▪ (1) PM Visit 7x24 for Eaton 80kVA 9390 units. ▪ Response Time for each UPS unit specified in Exhibit A. Exclusions: <ul style="list-style-type: none"> ▪ Batteries, Capacitors, and Fans for APC 25kW Galaxy VS units. ▪ Batteries, Capacitors, and Fans for Eaton 80kVA 9390 units. ▪ Repairs or support of any UPS unit, Battery Pack, or ATS unit not listed in Exhibit A will be quoted on a Time & Materials basis. 	1	\$ 162,003.00

QUOTE TOTAL (USD) \$ 177,593.00The quote total above **does not include** Freight or Applicable Taxes.

All services will be performed during normal business hours, unless an off-hours upgrade is purchased, and with standard accessibility (no stairs, no scale...). Otherwise, Services will not be executed, and additional cost will have to be applied.

As part of our commitment to improve your experience, we would like you to share your feedback on the above Quotation.

Tell us how we did ...
Click on the button to rate your quotation experience

CLICK HERE



General Conditions

Date

Quote validity:	11/14/2023
Contract Start Date:	11/15/2023
Contract End Date:	11/14/2024

Billing detail

Payment term:	NET 30 DAYS
Bill to address:	SAN DIEGO METROPOLITAN TRANSIT SYSTEM ACCOUNTING DEPARTMENT SAN DIEGO CA, 92101 UNITED STATES

Terms and Conditions

ANY ORDER PLACED PURSUANT TO THIS QUOTATION SHALL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS SET FORTH AT

https://www.apc.com/salestools/CFOT-AHJQSX/CFOT-AHJQSX_R0_EN.pdf

SCHNEIDER ELECTRIC IT CORP.
70 Mechanic Street - Foxboro, MA 02035 -
<http://www.schneider-electric.com>

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Schneider
Electric

PURCHASE ORDERS NEED TO BE ADDRESSED TO:

SCHNEIDER ELECTRIC IT CORP. - 5081 Collections Center Drive - Chicago, Illinois 60693 -

Schneider Electric accepts purchase orders placed using the following modes of transmission:

EMAIL: purchaseorders@schneider-electric.com **FAX:** 401-792-2313

Please only send original Po requests to the above email or fax number. Once submitted, all inquiries regarding PO's should be directed to the respective coordinator.

PURCHASE ORDER (PO) CHECKLIST

The data below is required for order processing and needs to be stated on each PO. Please note that missing information may cause order processing delays.

NOTE: Tax & freight are not to be included as line items

MANDATORY

- **Quotation ID# if applicable**
- Bill to Address (Account # with Schneider if known)
- PO Number
- Freight & Delivery Terms
- Payment Terms
- Ship To Address
- Partial Shipment Allowed - Yes/No (May not ship complete)
- Shipping Contact Name & Phone Number
- Part # and Quantity
- Price per Unit
- Total Line Value
- Requested date of delivery/collection
- Purchaser's Name & Contact #
- Purchaser's email address (used for order/shipping notices)
- **Service Orders:** Model, Serial Number, End User contact name & phone number
- **Custom Orders:** Delivery Check list (if delivery requires more than Dock to Dock)
- **Solution Orders:** ISX solution #, Opportunity ID
- Export Documentation Requirements
- Site Inspection Requirements
- 3rd Party Freight Billing Details (Carrier and Account #, contact name and number, freight billing address)

SCHNEIDER ELECTRIC IT CORP.
70 Mechanic Street - Foxboro, MA 02035 -
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Electric

Exhibit A

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
A Building (OCC) - 12 South 13th Street	GXT2-3000RT120 #08289R1150AF091	Yes	No	No
A Building (OCC) - 12 South 13th Street	GXT2-6000RT208 #09015R0038BW571	Yes	No	No
A Building (OCC) - 12 South 13th Street	SMT1500 #AS1134311709	Yes	No	No
A Building (OCC) - 12 South 13th Street	SMT1500 #AS1134311711	Yes	No	No
A Building (OCC) - 12 South 13th Street	SMT2200RM2U #JS1114013334	Yes	No	No
A Building (OCC) - 12 South 13th Street	SUA2200 #TBD	Yes	No	No
A Building (OCC) - 12 South 13th Street	SUA2200RM2U #JS0703007721	Yes	No	No
A Building (OCC) - 12 South 13th Street	SUA3000RM2U #JS1104018801	Yes	No	No
A Building (OCC) - 12 South 13th Street	SURTA3000RMXL3U #QS1540240065	Yes	No	No
A Building (OCC) - 12 South 13th Street	SURT192RMXLB3U #7S1545L02425	Yes	No	No
A Building (OCC) - 12 South 13th Street	SURT192RMXLB3U #7S1545L02549	Yes	No	No
Alvarado Medical Center - 6658 Alvarado Rd	AP4453 #5A1832T21693	No	Yes	No
Alvarado Medical Center - 6658 Alvarado Rd	SRT3000RMXLA #AS1828190440	No	Yes	No
Alvarado Medical Center - 6658 Alvarado Rd	SRT96RMBP #7S1825L00483	No	Yes	No
Amaya Drive - 9100 Amaya Dr	AP4453 #5A1832T21697	No	Yes	No
Amaya Drive - 9100 Amaya Dr	SRT3000RMXLA #AS1827293294	No	Yes	No
Amaya Drive - 9100 Amaya Dr	SRT96RMBP #7S1828L02314	No	Yes	No
America Plaza - 4211 Camino De La Plaza	AP4453 #5A1832T93242	No	Yes	No
America Plaza - 4211 Camino De La Plaza	SRT3000RMXLA #AS1828190485	No	Yes	No
America Plaza - 4211 Camino De La Plaza	SRT96RMBP #7S1828L00707	No	Yes	No
Arnele Avenue - 762 N Marshall Ave	AP4453 #5A1832T93243	No	Yes	No
Arnele Avenue - 762 N Marshall Ave	SRT3000RMXLA #AS1827293308	No	Yes	No
Arnele Avenue - 762 N Marshall Ave	SRT96RMBP #7S1825L00481	No	Yes	No
B Building - 1341 Commercial Street	SMT3000RM2U #JS1110012191	Yes	No	No
B Building - 1341 Commercial Street	SURTA1500RMXL2U #QS1343342083	Yes	No	No
B Building - 1341 Commercial Street	SURTA3000RMXL3U #QS1352140686	Yes	No	No
B Building - 1341 Commercial Street	SURT192RMXLB3U #8S1413F15518	Yes	No	No
B Building - 1341 Commercial Street	SURT192RMXLB3U #8S1413F15529	Yes	No	No
Balboa Transit Center Station	SRT3000RMXLA #AS1928193330	No	Yes	No
Balboa Transit Center Station	SRT96RMBP	No	Yes	No
Balboa Transit Center Station	SRT96RMBP	No	Yes	No
Barrio Logan - 1910 Harbor Dr	AP4453 #5A1832T21681	No	Yes	No
Barrio Logan - 1910 Harbor Dr	SRT3000RMXLA #AS1828190491	No	Yes	No
Barrio Logan - 1910 Harbor Dr	SRT96RMBP #7S1828L00675	No	Yes	No
Beyer Boulevard - 4035 Beyer Blvd	AP4453 #5A1832T93226	No	Yes	No
Beyer Boulevard - 4035 Beyer Blvd	SRT3000RMXLA #AS1827293292	No	Yes	No
Beyer Boulevard - 4035 Beyer Blvd	SRT96RMBP #7S1828L00733	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX3000RMLV2U #AS1723160306	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX3000RMLV2UNC #AS1738160621	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Building B Revenue Processing Room	SUA2200 #IS1128009468	Yes	No	No
Building C IDF 1st floor	SMX3000RMLV2U #AS1727163149	Yes	No	No
Building C IDF 1st floor	SMX120RMBP2U	Yes	No	No
Building C IDF 1st floor	SMX120RMBP2U	Yes	No	No
C Building - 1535 Newton Avenue	SMX2000RMLV2UNC #AS1649264573	Yes	No	No
City College - C St & 11th Ave	AP4453 #5A1832T21680	No	Yes	No
City College - C St & 11th Ave	SRT3000RMXLA #AS1828190435	No	Yes	No
City College - C St & 11th Ave	SRT96RMBP #7S1825L00478	No	Yes	No
Civic Center - 202 C St	AP4453 #5A1832T93225	No	Yes	No
Civic Center - 202 C St	SRT3000RMXLA #AS1828190432	No	Yes	No
Civic Center - 202 C St	SRT96RMBP #7S1824L02158	No	Yes	No
Clairemont Drive Trolley Station	SRT3000RMXLA #AS2050292311	No	Yes	No
Clairemont Drive Trolley Station	SRT96RMBP	No	Yes	No
Clairemont Drive Trolley Station	SRT96RMBP	No	Yes	No
Convention Center - 301 K St	AP4453 #5A1832T93224	No	Yes	No
Convention Center - 301 K St	SRT3000RMXLA #AS1828190434	No	Yes	No
Convention Center - 301 K St	SRT96RMBP #7S1828L00573	No	Yes	No
Courthouse Station - 330 West C Street	AP4453 #5A1832T93246	No	Yes	No
Courthouse Station - 330 West C Street	SRT3000RMXLA #AS1827293289	No	Yes	No
Courthouse Station - 330 West C Street	SRT96RMBP #7S1829L01644	No	Yes	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
D Building - 1501 National Avenue	SMT1500 #AS1134211506	Yes	No	No
Del Lago - 3310 Del Lago Blvd	SMT2200 #S1212002698	No	Yes	No
E Street - 750 E St	AP4453 #5A1832T93237	No	Yes	No
E Street - 750 E St	SRT3000RMXLA #AS1827293284	No	Yes	No
E Street - 750 E St	SRT96RMBP #7S1828L02313	No	Yes	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1539141387	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1626261539	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1723363554	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1726254029	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #TBD	Yes	No	No
El Cajon Transit Center - 352 S Marshall Ave El Cajon	AP4453 #5A1832T93220	No	Yes	No
El Cajon Transit Center - 352 S Marshall Ave El Cajon	SRT3000RMXLA #AS1828190436	No	Yes	No
El Cajon Transit Center - 352 S Marshall Ave El Cajon	SRT96RMBP #7S1824L02121	No	Yes	No
Encanto/62nd Street - Akins Ave & 62nd St	AP4453 #5A1832T21673	No	Yes	No
Encanto/62nd Street - Akins Ave & 62nd St	SRT3000RMXLA #AS1827293293	No	Yes	No
Encanto/62nd Street - Akins Ave & 62nd St	SRT96RMBP #7S1828L02312	No	Yes	No
Euclid Ave & Market St - 450 Euclid Ave	AP4453 #5A1832T93272	No	Yes	No
Euclid Ave & Market St - 450 Euclid Ave	SRT3000RMXLA #AS1827293297	No	Yes	No
Euclid Ave & Market St - 450 Euclid Ave	SRT96RMBP #7S1825L00087	No	Yes	No
Executive Drive Trolley Station	GVSP52SKF #ID2036012016	Yes	No	No
Fashion Valley - 1205 Fashion Valley Rd	AP4453 #5A1832T93275	No	Yes	No
Fashion Valley - 1205 Fashion Valley Rd	SRT3000RMXLA #AS1827293278	No	Yes	No
Fashion Valley - 1205 Fashion Valley Rd	SRT96RMBP #7S1829L01645	No	Yes	No
Fenton Parkway - 2288 Fenton Pkwy	AP4453 #5A1832T93233	No	Yes	No
Fenton Parkway - 2288 Fenton Pkwy	SRT3000RMXLA #AS1828190433	No	Yes	No
Fenton Parkway - 2288 Fenton Pkwy	SRT96RMBP #7S1828L02317	No	Yes	No
Gaslamp Quarter - 614 5th Ave Ste E	AP4453 #5A1832T93229	No	Yes	No
Gaslamp Quarter - 614 5th Ave Ste E	SRT3000RMXLA #AS1827293270	No	Yes	No
Gaslamp Quarter - 614 5th Ave Ste E	SRT96RMBP #7S1825L00113	No	Yes	No
Gillespie Field - 1990 N Cuyamaca Ave	AP4453 #5A1832T21675	No	Yes	No
Gillespie Field - 1990 N Cuyamaca Ave	SRT3000RMXLA #AS1827293275	No	Yes	No
Gillespie Field - 1990 N Cuyamaca Ave	SRT96RMBP #7S1825L00073	No	Yes	No
Grantville - 4510 Alvarado Canyon Rd	AP4453 #5A1832T21704	No	Yes	No
Grantville - 4510 Alvarado Canyon Rd	SRT3000RMXLA #AS1828190471	No	Yes	No
Grantville - 4510 Alvarado Canyon Rd	SRT96RMBP #7S1825L00068	No	Yes	No
Grossmont - 8601 Fletcher Pkwy	AP4453 #5A1832T21696	No	Yes	No
Grossmont - 8601 Fletcher Pkwy	SRT3000RMXLA #AS1828190437	No	Yes	No
Grossmont - 8601 Fletcher Pkwy	SRT96RMBP #7S1825L00482	No	Yes	No
H Street - 745 H St	AP4453 #5A1832T93236	No	Yes	No
H Street - 745 H St	SRT3000RMXLA #AS1827293302	No	Yes	No
H Street - 745 H St	SRT96RMBP #7S1828L00674	No	Yes	No
Harborside - 1325 S 28th St	AP4453 #5A1832T93286	No	Yes	No
Harborside - 1325 S 28th St	SRT3000RMXLA #AS1828190492	No	Yes	No
Harborside - 1325 S 28th St	SRT96RMBP #7S1828L02318	No	Yes	No
Hazard Center - 7611 Hazard Ctr Dr	AP4453 #5A1832T93240	No	Yes	No
Hazard Center - 7611 Hazard Ctr Dr	SRT3000RMXLA #AS1828190486	No	Yes	No
Hazard Center - 7611 Hazard Ctr Dr	SRT96RMBP #7S1829L01643	No	Yes	No
Imperial Avenue Division (IAD) - 100 16th Street	GXT2-6000RT208 #0614400094BW572	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	GXT2-6000RT208 #07024R0001BW571	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	GXT2-6000RT208 #08052R0102BW571	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1134211554	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1413214951	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1413223348	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1414221880	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1419224504	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1414222036	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1419224504	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1419224549	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT2200RM2U #JS1114013291	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT2200RM2U #JS1114013337	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT3000RM2U #IS1136000145	Yes	No	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
Imperial Avenue Division (IAD) - 100 16th Street	SMT3000RM2U #IS1136000147	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT3000RM2U #IS1136000148	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX1500RM2U #AS1814133531	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX2000RMLV2UNC #AS1649264568	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2U #AS1815360478	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1545142433	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1627160587	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1644264262	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1701261822	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1824254816	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SRT6KRMXLT-5KTF #AS2126170864	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SU5000RMXLTSU #NS0632015670	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SUA2200XL #AS1131242687	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SUA5000RM75U #IS1125004596	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SUA750RM1U #AS0747210721	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURTD5000XLT #NS0647032018	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURTD5000XLT #QS1429271613	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SYA16K16RMP #QD1415260365	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURT15KRMXLT #IS1248004979	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1537L32400	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1541L08167	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1612L02486	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1612L17792	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1638L40368	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1640L23985	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1704L31808	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1704L31809	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURT192RMLBP2 #IS1249002343	Yes	No	No
Iris Avenue - 3120 Iris Ave	AP4453 #5A1832T93230	No	Yes	No
Iris Avenue - 3120 Iris Ave	SRT3000RMXLA #AS1827293309	No	Yes	No
Iris Avenue - 3120 Iris Ave	SRT96RMBP #7S1828L02320	No	Yes	No
Kearny Mesa Division (KMD) - 4630 Ruffner Road	SMT1500 #AS1134211496	Yes	No	No
Kearny Mesa Division (KMD) - 4630 Ruffner Road	SMX2000RMLV2UNC #AS1649264574	Yes	No	No
KMD Service Lanes	SRT3000RMXLA #AS1829294415	Yes	No	No
KMD Service Lanes	SRT96RMBP	Yes	No	No
KMD Service Lanes	SRT96RMBP	Yes	No	No
La Mesa Blvd - 4700 Spring St	AP4453 #5A1832T21701	No	Yes	No
La Mesa Blvd - 4700 Spring St	SRT3000RMXLA #AS1827293298	No	Yes	No
La Mesa Blvd - 4700 Spring St	SRT96RMBP #7S1828L00575	No	Yes	No
Lemon Grove Depot - 3443 Main St	AP4453 #5A1832T21705	No	Yes	No
Lemon Grove Depot - 3443 Main St	SRT3000RMXLA #AS1828190468	No	Yes	No
Lemon Grove Depot - 3443 Main St	SRT96RMBP #7S1828L00576	No	Yes	No
Little Italy - Pacific Hwy & W Cedar St	AP4453 #5A1832T93227	No	Yes	No
Little Italy - Pacific Hwy & W Cedar St	SRT3000RMXLA #AS1827293283	No	Yes	No
Little Italy - Pacific Hwy & W Cedar St	SRT96RMBP #7S1828L00741	No	Yes	No
Massachusetts Avenue - 1787 San Altos Pl	AP4453 #5A1832T93231	No	Yes	No
Massachusetts Avenue - 1787 San Altos Pl	SRT3000RMXLA #AS1828190470	No	Yes	No
Massachusetts Avenue - 1787 San Altos Pl	SRT96RMBP #7S1825L00110	No	Yes	No
MiddleTown - 1396 Palm St	AP4453 #5A1832T21694	No	Yes	No
MiddleTown - 1396 Palm St	SRT3000RMXLA #AS1827293258	No	Yes	No
MiddleTown - 1396 Palm St	SRT96RMBP #7S1828L00748	No	Yes	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SMT3000RM2U #JS1110012187	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SMX2000RMLV2UNC #AS1649264570	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SUA1500 #AS0442132150	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SUA1500RM2U #AS0745332314	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT8000RMXLT #QS1244150685	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #IS08300003670	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #IS0922002918	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #NS0547002358	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #NS0631028821	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #NS0648018037	Yes	No	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLB #NS0708009780	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLB #NS0721023320	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLB #NS0746006640	Yes	No	No
Mira Mesa - Miramar College Transit Station	SMX3000RMLV2UNC #AS1328246447	No	Yes	No
Mira Mesa - Miramar College Transit Station	SMX3000RMLV2UNC #AS1333237555	No	Yes	No
Mission San Diego - Ward Rd & Rancho Mission Rd	AP4453 #5A1832T93262	No	Yes	No
Mission San Diego - Ward Rd & Rancho Mission Rd	SRT3000RMXLA #AS1828190429	No	Yes	No
Mission San Diego - Ward Rd & Rancho Mission Rd	SRT96RMBP #7S1824L02100	No	Yes	No
Mission Valley Center - 1400 Camino De La Reina	AP4453 #5A1832T21686	No	Yes	No
Mission Valley Center - 1400 Camino De La Reina	SRT3000RMXLA #AS1827293274	No	Yes	No
Mission Valley Center - 1400 Camino De La Reina	SRT96RMBP #7S1828L00693	No	Yes	No
Morena/Linda Vista - Gaines St And Napa St	AP4453 #5A1832T93228	No	Yes	No
Morena/Linda Vista - Gaines St And Napa St	SRT3000RMXLA #AS1827293279	No	Yes	No
Morena/Linda Vista - Gaines St And Napa St	SRT96RMBP #7S1828L00749	No	Yes	No
Nobel Drive Transit Center	GVSUPS25KF #ID1952001814	Yes	No	No
OCC Inside Electrical Room	Eaton PW9390-80 S/N EG013CBC05	No	Yes	No
OCC Inside Electrical Room	Eaton PW9390-80 S/N EX192CAA03	No	Yes	No
Old Town - 4005 Taylor St	AP4453 #5A1832T93257	No	Yes	No
Old Town - 4005 Taylor St	SRT3000RMXLA #AS1828190431	No	Yes	No
Old Town - 4005 Taylor St	SRT96RMBP #7S1824L02099	No	Yes	No
Pacific Fleet - E Harbor Dr & S 32nd St	AP4453 #5A1832T21671	No	Yes	No
Pacific Fleet - E Harbor Dr & S 32nd St	SRT3000RMXLA #AS1827293281	No	Yes	No
Pacific Fleet - E Harbor Dr & S 32nd St	SRT96RMBP #7S1828L02323	No	Yes	No
Palm Avenue - 2340 Palm Ave	AP4453 #5A1832T93241	No	Yes	No
Palm Avenue - 2340 Palm Ave	SRT3000RMXLA #AS1827293285	No	Yes	No
Palm Avenue - 2340 Palm Ave	SRT96RMBP #7S1828L02322	No	Yes	No
Palomar Street - 1265 Industrial Blvd	AP4453 #5A1832T21707	No	Yes	No
Palomar Street - 1265 Industrial Blvd	SRT3000RMXLA #AS1827293312	No	Yes	No
Palomar Street - 1265 Industrial Blvd	SRT96RMBP #7S1829L01653	No	Yes	No
Park & Market - Park Blvd & Market St	AP4453 #5A1832T93213	No	Yes	No
Park & Market - Park Blvd & Market St	SRT3000RMXLA #AS1828190490	No	Yes	No
Park & Market - Park Blvd & Market St	SRT96RMBP #7S1828L00699	No	Yes	No
Pepper Canyon Trolley Station	GVSUPS25KF #ID2020003960	Yes	No	No
Qualcomm Stadium - 9449 Friars Rd	AP4453 #5A1832T21670	No	Yes	No
Qualcomm Stadium - 9449 Friars Rd	SRT3000RMXLA #AS1827293300	No	Yes	No
Qualcomm Stadium - 9449 Friars Rd	SRT96RMBP #7S1828L00579	No	Yes	No
Rancho Bernardo - 16785 W Bernardo Dr	SMT2200 #IS1212002700	No	Yes	No
Rio Vista - 2185 Station Village Way	AP4453 #5A1832T21672	No	Yes	No
Rio Vista - 2185 Station Village Way	SRT3000RMXLA #AS1828190439	No	Yes	No
Rio Vista - 2185 Station Village Way	SRT96RMBP #7S1828L00573-2	No	Yes	No
Sabre Spring - 13538 Sabre Springs Pkwy	SMX3000RMLV2UNC #AS1338236726	No	Yes	No
San Ysidro - San Ysidro Transit Center	AP4453 #5A1832T93253	No	Yes	No
San Ysidro - San Ysidro Transit Center	SMX3000LV #AS1332137146	No	Yes	No
San Ysidro - San Ysidro Transit Center	SMX3000RMLV2UNC #AS1427246270	No	Yes	No
San Ysidro - San Ysidro Transit Center	SMX120BP #7A1505L35786	No	Yes	No
San Ysidro Trolley Station	SMX3000RMLV2U #AS1427246268	No	Yes	No
San Ysidro Trolley Station	SMX120RMBP2U	No	Yes	No
San Ysidro Trolley Station	SMX120RMBP2U	No	Yes	No
Santa Fe Depot - 1100 Kettner Blvd	AP4453 #5A1832T21691	No	Yes	No
Santa Fe Depot - 1100 Kettner Blvd	SRT3000RMXLA #AS1827293272	No	Yes	No
Santa Fe Depot - 1100 Kettner Blvd	SRT96RMBP #7S1828L00678	No	Yes	No
Santee Town Center - 152 Civic Center Dr	AP4453 #5A1832T93238	No	Yes	No
Santee Town Center - 152 Civic Center Dr	SRT3000RMXLA #AS1827293301	No	Yes	No
Santee Town Center - 152 Civic Center Dr	SRT96RMBP #7S1828L00688	No	Yes	No
SDSU - Campanile Dr & Hardy Ave	AP4453 #5A1832T21699	No	Yes	No
SDSU - Campanile Dr & Hardy Ave	SRT3000RMXLA #AS1827293299	No	Yes	No
SDSU - Campanile Dr & Hardy Ave	SRT96RMBP #7S1828L00580	No	Yes	No
Seaport Village - 530 W Market St	AP4453 #5A1832T93249	No	Yes	No
Seaport Village - 530 W Market St	SRT3000RMXLA #AS1828190428	No	Yes	No
Seaport Village - 530 W Market St	SRT96RMBP #7S1824L02132	No	Yes	No
South Bay Division (SBMain) - 3650 Main Street	SMT2200RM2U #JS1114013325	Yes	No	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1337140670	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1337140671	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1337140673	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1338143087	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1414143638	Yes	No	No
Spring Street - 4250 Spring St	AP4453 #5A1832T93247	No	Yes	No
Spring Street - 4250 Spring St	SRT3000RMXLA #AS1827293291	No	Yes	No
Spring Street - 4250 Spring St	SRT96RMBP #7S1828L02321	No	Yes	No
Stadium	SRT3000RMXLA #QQ1524142212	No	Yes	No
Stadium	SRT96RMBP	No	Yes	No
Stadium	SRT96RMBP	No	Yes	No
Tecolote Station	SRT3000RMXLA #AS1930393181	No	Yes	No
Tecolote Station	SRT96RMBP	No	Yes	No
Tecolote Station	SRT96RMBP	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX3000RMLV2UNC #AS1338237693	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX3000RMLV2UNC #AS1727163159	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX3000RMLV2UNC #AS1727163161	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Town Center Trolley Station	GVSUPS25KF #ID2005006844	Yes	No	No
UTC Transit Station	SMX3000RMLV2U #AS1434235857	No	Yes	No
UTC Transit Station	SMX120RMBP2U	No	Yes	No
UTC Transit Station	SMX120RMBP2U	No	Yes	No
Veterans Administration Trolley Station	SRT3000RMXLA #AS1930393184	No	Yes	No
Veterans Administration Trolley Station	SRT96RMBP	No	Yes	No
Veterans Administration Trolley Station	SRT96RMBP	No	Yes	No
Virginia Ave Transit Center - 415-499 Virginia Ave	SMX2000RMLV2UNC #AS2135254032	No	Yes	No
Voigt Drive Trolley Station	GVSUPS25KF #ID2001005202	Yes	No	No
Washington Street - Pacific Hwy And W Washington St	AP4453 #5A1832T21695	No	Yes	No
Washington Street - Pacific Hwy And W Washington St	SRT3000RMXLA #AS1827293264	No	Yes	No
Washington Street - Pacific Hwy And W Washington St	SRT96RMBP #7S1828L00696	No	Yes	No
Wright Street Yard - 2155 Hancock St	SMT1500RM2UC #AS1246114849	No	Yes	No
Yard Tower - (South of OCC) - 12 South 13th Street	SUA2200RM2U #YS0402124403	No	Yes	No
12th & Imperial Ave - Imperial Ave & 12th St	AP4453 #5A1832T93239	No	Yes	No
12th & Imperial Ave - Imperial Ave & 12th St	SRT3000RMXLA #AS1828190430	No	Yes	No
12th & Imperial Ave - Imperial Ave & 12th St	SRT96RMBP #7S1824L02167	No	Yes	No
24th Street - W 22nd St & Wilson Ave	AP4453 #5A1832T93248	No	Yes	No
24th Street - W 22nd St & Wilson Ave	SRT3000RMXLA #AS1827293260	No	Yes	No
24th Street - W 22nd St & Wilson Ave	SRT96RMBP #7S1828L02319	No	Yes	No
25th & Commercial - Commercial St & 25th St	AP4453 #5A1832T21706	No	Yes	No
25th & Commercial - Commercial St & 25th St	SRT3000RMXLA #AS1828190494	No	Yes	No
25th & Commercial - Commercial St & 25th St	SRT96RMBP #7S1828L00745	No	Yes	No
32nd & Commercial - 3200 Commercial St	AP4453 #5A1832T21690	No	Yes	No
32nd & Commercial - 3200 Commercial St	SRT3000RMXLA #AS1828190482	No	Yes	No
32nd & Commercial - 3200 Commercial St	SRT96RMBP #7S1829L01640	No	Yes	No
47th St - 350 47th St	AP4453 #5A1832T93234	No	Yes	No
47th St - 350 47th St	SRT3000RMXLA #AS1827293282	No	Yes	No
47th St - 350 47th St	SRT96RMBP #7S1828L00706	No	Yes	No
5th Avenue - 500 C St	AP4453 #5A1832T21700	No	Yes	No
5th Avenue - 500 C St	SRT3000RMXLA #AS1827293265	No	Yes	No
5th Avenue - 500 C St	SRT96RMBP #7S1825L00064	No	Yes	No
70th Street - 7255 Alvarado Road	AP4453 #5A1832T21698	No	Yes	No
70th Street - 7255 Alvarado Road	SRT3000RMXLA #AS1828190438	No	Yes	No
70th Street - 7255 Alvarado Road	SRT96RMBP #7S1825L00479	No	Yes	No
8th Street - Harbor Dr & W 8th St	AP4453 #5A1832T93250	No	Yes	No
8th Street - Harbor Dr & W 8th St	SRT3000RMXLA #AS1827293280	No	Yes	No
8th Street - Harbor Dr & W 8th St	SRT96RMBP #7S1828L00700	No	Yes	No



Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Imperial Avenue Division (IAD) Generator Upgrades – 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. PWB371.0-23 (in substantially the same format as Attachment A), with Global Power Group, Inc., for IAD Generator Upgrades in the amount of \$584,000.00; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$87,600.00) for this construction contract, bringing total expenditure authority to \$671,600.00.

Budget Impact

The total cost of this contract is estimated to be \$671,600.00; total bid amount of \$584,000.00 plus 15% contingency. This project is funded by Capital Improvement Program (CIP) 3008117101 – IAD Generator Replacement.

DISCUSSION:

There are currently four (4) backup emergency diesel generators at IAD and three (3) are approaching the end of their useful life. These generators perform critical backup power to the facility in the event of a power outage to allow operations to continue. Based on regulations by the San Diego County Air Pollution Control District (APCD) as well as California Air Resources Board (CARB), IAD is considered within a “hot spot” zone related to increased pollution in the area and there are stricter requirements placed on allowable pollutant discharges from our generators.

The existing generators produce 85% more diesel particulate matter compared to the modern tier III generators. Based on the age of the generators, they fall under a tier 1 rating for pollutant discharge and need to be replaced with a tier III rated generator in order to get the generators into compliance and allow for continued use and permitting by APCD.



The IAD Generator Replacement project generally consists of the removal and replacement of the existing 750 kW backup emergency generator that is within the Compressed Natural Gas (CNG) facility, the 150 kW generator at the Service Lanes, and the 275 kW generator at the Annex. These generators will be replaced with new tier III generators that will meet the latest state and local environmental compliance. The project includes all necessary disposals and new connections.

On June 20, 2023, staff issued an Invitation for Bids (IFB). A total of four (4) bids were received:

IAD Generator Upgrades IFB		
Company Name	Firm Certification	Bid Amount
MTS – Independent Cost Estimate (ICE)		\$493,327.00
Global Power Group, Inc.	N/A	\$584,000.00
Duthie Power Services (Non-Responsive)	Small Business (SB)	\$611,565.01
Endelos Energy	SB	\$904,758.00
G.A. Abell, Inc. dba Precision Electric Company	N/A	\$943,000.00

Based on the bid summary above, and in comparison with the ICE, MTS deems Global Power Group, Inc.'s price to be fair and reasonable and recommends executing the contract.

Global Power Group will be utilizing one (1) subcontractor as detailed in Attachment C.

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

- 1) Execute MTS Doc. No. PWB371.0-23 (in substantially the same format as Attachment A), with Global Power Group, Inc., for IAD Generator Upgrades in the amount of \$584,000.00; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$87,600.00) for this construction contract, bringing total expenditure authority to \$671,600.00.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. PWB371.0-23
B. Bid Price Form
C. Subcontractor Form

**STANDARD CONSTRUCTION AGREEMENT
FOR
MTS DOC. NO. PWB371.0-23
IMPERIAL AVENUE DIVISION (IAD) GENERATOR UPGRADES**

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: Global Power Group, Inc. Address: 12060 Woodside Avenue
Lakeside, CA 92040
Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email: smartorana@gpgpower.com
Telephone: (619) 579-1221 x210

Authorized person to sign contracts	<u>Salvatore Martorana</u>	<u>President</u>
	Name	Title

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

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

IMPERIAL AVENUE DIVISION (IAD) GENERATOR UPGRADES

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 **485 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 five hundred and eighty four thousand dollars (\$584,000). 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		GLOBAL POWER GROUP, INC.	
By:		By	
	Sharon Cooney, Chief Executive Officer		
Approved as to form:			
By:		Title:	
	Karen Landers, General Counsel		

San Diego Metropolitan Transit System
 IMPERIAL AVENUE GENERATOR UPGRADE CONSTRUCTION (PWB371.0-23)

Item Num	Description	UOM	Quantity	Global Power Group - Line Total
1	Mobilization	LS	1	\$15,000.00
2	Demo, Removal, and Diposal of Existing Generators	LS	1	\$0.00
3	Furnish 750 kW Emergency Backup Generator	EA	1	\$242,000.00
4	Temporary Emergency Backup Power During 750kW Generator Removal and Installation	LS	1	\$0.00
5	Install 750 kW Generator	EA	1	\$22,500.00
6	Remove, furnish, and install new Automatic Transfer Switch for 750 kW Generator	LS	1	\$24,500.00
7	Testing, Commissioning, and Permitting for 750 kW Generator	LS	1	\$8,900.00
8	Furnish 150 kW Emergency Backup Generator	EA	1	\$62,000.00
9	Temporary Emergency Backup Power During 150K Generator Removal and Installation	LS	1	\$3,500.00
10	Install 150 kW Generator	EA	1	\$18,500.00
11	Remove, furnish, and install new Automatic Transfer Switch for 150 kW Generator	LS	1	\$15,500.00
12	Temporary Power and Fueling during ATS Installation and Removal at 150 kW Generator	LS	1	\$3,500.00
13	Testing, Commissioning, and Permitting for 150 kW Generator	LS	1	\$8,900.00
14	Furnish 275 kW Emergency Backup Generator	EA	1	\$85,000.00
15	Temporary Emergency Backup Power During 275kW Generator Removal and Installation	LS	1	\$4,500.00
16	Install 275 kW Generator	EA	1	\$19,800.00
17	Remove, furnish, and install new Automatic Transfer Swtich for 275 kW Generator	LS	1	\$21,500.00
18	Temporary Power and Fueling during ATS Installation and Removal at 275 kW Generator	LS	1	\$4,500.00
19	Testing, Commissioning, and Permitting for 275 kW Generator	LS	1	\$8,900.00
20	Payment and Performance Bond	LS	1	\$7,500.00
21	Bid Bond	LS	1	\$7,500.00
			Subtotal	\$584,000.00

Subcontractor							Any time there is a change to a Subcontractor resubmit this attachment. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.						
Company Name	Type of DBE	% of Work	DIR Number	Dollar Value	Description of Work	Point of Contact First Name	Point of Contact Last Name	Email	Phone Number	Street Address	City	State	Zip
Brewer Crane	n/a	1.74	1000054471	10,162	crane	BRIAN	HINESLEY	BrianH@brewercrane.com	619-322-2800	12570 CA-67	lakeside	ca	92040



Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Fiscal Year (FY) 2022-2023 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding Adjustment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 23-11 (in substantially the same format as Attachment A) in order to Approve the revised FY 2022-23 SB1-SGR funding amount to \$5,084,971.02.

Budget Impact

FY 2022-23 SB1-SGR funding of \$5,095,907, programmed for FY24 Bus Procurement Project, will be reduced by \$10,935.98. There are no matching requirements.

DISCUSSION:

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the SGR Program. This program provides funding of approximately \$120 million annually to the State Transit Assistance (STA) account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee is transferred to the State Controller's Office (SCO) for the SGR Program. These funds are allocated under the STA Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half is allocated to the population and half according to transit operator revenues.

The SGR funding program requires agencies to agree to comply with all conditions and requirements set forth in the SGR Program Recipient Certifications and Assurances. The SGR Program also requires that the MTS governing body authorize the Chief Executive Officer (CEO) or designated representative to execute all required documents of the SGR Program.



In August 2022, SCO published an estimated FY 2022-23 SB1-SGR funding amount of \$5,095,907. In October 2023, SCO published a final updated disbursement total of \$5,084,971.02. This updated amount is a reduction of \$10,935.98 from the original estimate, and the new funding amount for FY 2022-23 SB1-SGR funding of \$5,084,971.02 will be disbursed to MTS. This SGR funding has been approved and programmed to fund FY24 Bus Procurement Project.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 23-11 in order to Approve the revised FY 2022-23 SB1-SGR funding amount of \$5,084,971.02.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No.23-11

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 23-11

Resolution Approving the Revised Fiscal Year (FY) 2022-2023
SB1 State of Good Repair Claim Amount

WHEREAS the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive State Transit Assistance (STA) funding from the State of Good Repair Account (SGR) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Caltrans) as the administrative agency for the SB1-SGR program; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments there to the Chief Executive Officer; and

WHEREAS, MTS wishes to reduce the originally funding budget of \$5,095.907 in FY 2022-2023 SB1-SGR funding by \$10,935.98, revising to a new funding amount of \$5,084,971.02 to be used for the FY24 Bus Procurement Project; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the FY 2022-2023 SGR amounts totaling \$5,084,971.02 for the FY24 Bus Procurement Project;

[The remainder of this page is intentionally left blank]

PASSED AND ADOPTED, by the Board of Directors this 19th day of October 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

Resolution No. 23-11



Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Ordinance No. 14, An Ordinance to Adopt the California Building Code and Delegation of Authority for Capital Projects

RECOMMENDATION:

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

- 1) Waive the requirements of MTS Board Policy No. 22, Sections 22.4.3, stating all ordinances shall be read in full either at the time of introduction or passage (per MTS Board Policy No. 22, unanimous vote of the Board members present is required in order to waive further reading); and
- 2) Adopt the ordinance (Attachment A) entitled "MTS Ordinance No. 14, an Ordinance to Adopt the California Building Code and Delegation of Authority for Capital Projects".

Budget Impact

None with this action. All costs associated with building permits and building inspections are charged to the associated capital project. This ordinance, if approved, will allow MTS to act as the building official rather than to pay a local jurisdiction to provide building official services. The costs are estimated to be equal regardless of the selected building official.

DISCUSSION:

Pursuant to Public Utilities Code section 120050, subdivision (c)(1) and Government Code section 53090 and 53091, MTS is not required to comply with the building and zoning ordinances of counties or cities in which any MTS project is being constructed. However, MTS is required to comply with the California Building Standards Code (CBSC) which is set forth in Title 24 of the California Code of Regulations (Title 24). To that end, MTS does not generally obtain local permits for its construction projects.

MTS does go through a plan review process to confirm that each MTS project meets state building code requirements, and to coordinate impacts to adjoining city infrastructure, if applicable. Typically, MTS completes this plan check process by voluntarily having the



designated Building Official in the applicable city or county jurisdiction review plans and inspect facilities which are subject to the CBSC. For projects in the City of San Diego, we have a memorandum of understanding that allows City staff to conduct these CBSC reviews, with MTS paying for the city staff time, even though no permit is being issued.

Today's proposed action would provide MTS with an alternative method to have construction projects reviewed for compliance with the CBSC and other applicable provisions. This alternative to using the local jurisdiction's permitting departments for the MTS plan check process may be necessary to address unique projects that are outside of the jurisdiction's normal expertise, or to provide a more efficient process that will avoid project delays associated with the plan check.

Under California law, MTS may adopt the CBSC by reference. Proposed Ordinance No. 14 (Attachment A) takes this action by adopting the 2022 CBSC by reference and authorizing the CEO to hire and appoint a consultant to serve as the Building Official. The proposed Ordinance also creates a Board of Appeals and authorizes the CEO to hire consultants to hear and decide appeals of decisions made by the Building Official. The Building Official and Members of the Board of Appeals will be required to meet minimum qualifications which are included in the proposed Ordinance (Attachments C and D). This is similar to the same action taken by the San Diego Association of Governments (SANDAG) for their projects.

In order to adopt the CBSC by reference, MTS is required to adopt an ordinance. MTS Board Policy No. 22.4 provides the rules and procedures for MTS to adopt an ordinance. The proposed Ordinance will become effective thirty days after adoption. The Clerk of the Board has caused the proposed Ordinance to be published, in a newspaper of general circulation published and circulated in the Board's area of jurisdiction. A summary of the proposed Ordinance was prepared and published and a certified copy of the full text of the proposed Ordinance was posted in the office of the clerk of the board at least five days prior to the board meeting. All of the legal prerequisites relating to the adoption of the proposed Ordinance have occurred.

Pursuant to Section 22.4.3 of MTS Board Policy No. 22, an ordinance of the MTS Board must ordinarily be read in full either at the time of introduction or passage. This requirement may be waived by regular motion adopted by unanimous vote of the Board Members present. To eliminate the need for a regular motion adopted by unanimous vote, the Board is asked to consider waiving the requirements of sections 22.4.3 of the Policy. This procedure is allowed by Section 25 of Roberts Rules of Order, "when an assembly proposes to do something during a meeting that it cannot do without violating one or more of its regular rules . . . provided that the proposal is not in conflict with the organization's bylaws . . . or with local, state, or nation law...The requirements relating to an ordinance's initial introduction and delayed implementation are not mandated by MTS's controlling statutes or its Bylaws. As such, they may properly be waived in the Board's discretion.

Should the Board approve the proposed ordinance, staff will procure licensed and qualified technical consultants to serve as MTS's Building Official and Board of Appeals. Staff will also direct the designated Building Official to begin permit review of the Project.

Therefore, it is staff's recommendation that the MTS Board of Directors:

- 1) Waive the requirements of Board Policy 22, Sections 22.4.3, stating all ordinances shall be read in full either at the time of introduction or passage (per MTS Board Policy No. 22, unanimous vote of the Board members present is required in order to waive further reading);
- 2) Adopt the ordinance (Attachment A) entitled "MTS Ordinance No. 14, an Ordinance to Adopt the California Building Code and Delegation of Authority for Capital Projects.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments:

- A. Draft MTS Ordinance No. 14 Adopting by Reference the 2022 Edition of the CBSC (California Code of Regulations, Title 24)
- B. CBSC Division II, Part 1, Scope and Application
- C. CBSC Appendix A, Building Official Qualifications
- D. CBSC Appendix B, Appeals

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

ORDINANCE NO. 14

(as adopted 10/19/23)

An Ordinance Adopting by Reference the 2022 Edition of the
California Building Standards Code (California Code of Regulations, Title 24)

WHEREAS, pursuant to Public Utilities Code section 120050, subdivision (c)(1), MTS is excluded from the requirements of a “local agency” set forth in Section 53091 of the Government Code and accordingly is not required to comply with the building ordinances and zoning ordinances of counties or cities in which the territory of the MTS is situated; and

WHEREAS, Title 24 of the California Code of Regulations (“Title 24”) contains building standards governing the design and construction of building occupancies throughout California referred to as the California Building Standards Code (“CBSC”); and

WHEREAS, except for building occupancies subject to state agency enforcement, local government must enforce the CBSC as published by the California Building Standards Commission; and

WHEREAS, local governments may adopt the CBSC by reference; and

WHEREAS, the CBSC applies throughout the state and to all building occupancies, whether or not the local government has an adoption ordinance; and

WHEREAS, the Board of Directors of MTS desires to adopt the CBSC by reference in an ordinance (the “Ordinance No.14”) and authorize the Chief Executive Officer, in their discretion, to appoint a third- party consulting firm to act as the Building Official for review and inspection of its projects under the CBSC; and

WHEREAS, pursuant to Section 120109 of the Public Utilities Code, the Clerk of the Board of Directors of MTS caused a summary of the Proposed Ordinance to be published at least once, in a newspaper of general circulation published and circulated in the Board's area of jurisdiction; and

WHEREAS, on October 19, 2023, the Board of Directors of MTS held a public hearing at which time all interested persons had the opportunity to appear and be heard on the matter of adopting Ordinance No. 14; and

WHEREAS, a certified copy of the full text of the proposed Ordinance No. 14 was posted in the office of the clerk of the Board at least five days prior to the board meeting at which Ordinance No. 14 is to be adopted pursuant to Public Utilities Code Section 120109; and

WHEREAS, all legal prerequisites relating to the adoption of the Proposed Ordinance have occurred.

NOW THEREFORE, THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) ORDAINS AS FOLLOWS:

SECTION 1. California Building Standards Code.

This Ordinance adopts by reference the 2022 Edition of the California Building Standards Code, Title 24

of the California Code of Regulations, consisting of Parts 1 through 12 as set forth in Attachment A which is incorporated herein by reference, as the MTS Building Code.

SECTION 2. Building Department, Building Official & Board of Appeals.

- 2.1 This Ordinance appoints the Chief Executive Officer (CEO) to be the Chief Appointing Authority.
- 2.2 The Chief Appointing Authority shall retain one or more consulting firms to serve as MTS's Department of Building Safety ("Building Department") and appoint one or more employees of the consulting firm or firms to serve as MTS's Certified Building Official. The Building Official and all his or her deputies, technical officers, inspectors, plan examiners, and other employees shall meet the minimum qualifications provided in Appendix A and all other qualifications required by laws, ordinances, regulations, or standards (LORS).
- 2.3 The Chief Appointing Authority shall retain and appoint five consultants to serve as MTS's Board of Appeals and two consultants as alternate members. The members and alternate members of the Board of Appeals shall not be employees of MTS or employees of a consulting firm constituting MTS's Building Department or Building Official. No members or alternate members may be employed by the same employer. The Board of Appeals shall meet the minimum qualifications provided in Appendix B and all other qualifications required by LORS. The members shall be paid reasonable fees for their services.

SECTION 3. Publication.

A summary of this Ordinance was published and a certified copy of the full text of the Proposed Ordinance was posted in the office of the Clerk of the Board at least five days prior to the Board of Directors meeting at which the Proposed Ordinance was adopted pursuant to Public Utilities Code Section 120109. A certified copy of the full text of this Ordinance shall be at all times maintained by the Clerk for use and examination by the public.

SECTION 4. Effective Date.

This Ordinance shall take effect 30 days after its adoption by the Board.

Adopted: 10/19/2023

Clerk Affidavit

PASSED AND ADOPTED, by the Board of Directors this 19th day of October 2023. The Ordinance amended was adopted by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

ATTEST my hand and the seal of the San Diego Metropolitan Transit System this 19th day of October 2023.

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

DIVISION II

SCOPE AND ADMINISTRATION

User notes:

About this chapter: Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101–102) and Part 2—Administration and Enforcement (Sections 103–116). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable. Standards and codes are scoped to the extent referenced (see Section 102.4).

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the design professional, contractor and property owner. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the building performance criteria contained in the body of the code.

Code development reminder: Code change proposals to this chapter will be considered by the Administrative Code Development Committee during the 2022 (Group B) Code Development Cycle.

Note: Sections adopted or amended by state agencies are specifically indicated by an agency banner.

PART 1—SCOPE AND APPLICATION

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

[A] **101.1 Title.** These regulations shall be known as the *Building Code of San Diego Metropolitan Transit System (MTS)*, hereinafter referred to as “this code.”

[A] **101.2 Scope.** The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above *grade plane* in height, shall comply with this code or the *California Residential Code*.

[A] **101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted.

[A] **101.3 Purpose.** The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

[A] **101.4 Referenced codes.** The other codes specified in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered to be part of the requirements of this code to the prescribed extent of each such reference.

[A] **101.4.1 Gas.** The provisions of the *California Mechanical Code* shall apply to the installation of gas

piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

[A] **101.4.2 Mechanical.** The provisions of the *California Mechanical Code* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

[A] **101.4.3 Plumbing.** The provisions of the *California Plumbing Code* shall apply to the installation, *alteration, repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the *California Plumbing Code* shall apply to private sewage disposal systems.

[A] **101.4.4 Property maintenance.** The provisions of the *California Existing Building Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

[A] **101.4.5 Fire prevention.** The provisions of the *California Fire Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

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[A] 101.4.6 Energy. The provisions of the *California Energy Code* shall apply to all matters governing the design and construction of buildings for energy efficiency.

[A] 101.4.7 Existing buildings. The provisions of the *California Existing Building Code* shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

[OSHPD 1] *The provisions of Chapters 2A, 3A, 4A and 5A of the California Existing Building Code shall apply to all matters governing the repairs, alterations, change of occupancy, additions and relocation of existing structures and portions thereof under OSHPD jurisdiction. All references to Chapters 3, 4 and 5 of the California Existing Building Code shall be replaced by equivalent provisions in Chapters 3A, 4A and 5A.*

[OSHPD 1R, 2, 4 & 5] *The provisions of the California Existing Building Code, Chapters 2, 3, 4 and 5 shall apply to all matters governing the repairs, alterations, change of occupancy, additions and relocation of existing structures and portions thereof under OSHPD jurisdiction.*

SECTION 102 APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

[A] 102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

[A] 102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 through 102.4.4.

[A] 102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

[A] 102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the *California Codes* specified in Section 101.4, the provisions of this code or the *California Codes* specified in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.4.3 Code references. **[OSHPD 1, 1R, 2, 3, 4, & 5, DSA-SS & DSA-SS/CC]** *All reference to International*

Codes or other similar codes in referenced standards shall be replaced by equivalent provisions in the California Building Standards Codes.

102.4.4 Reference in standards. **[OSHPD 1, 1R, 2, 3, 4, & 5, DSA-SS & DSA-SS/CC]** *All references listed in reference standards shall be replaced by referenced standards listed in Chapter 35 of this code, where applicable, and shall include all amendments to the reference standards in this code.*

[A] 102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

[A] 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *California Existing Building Code* or the *California Fire Code*.

[A] 102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of this code or the *California Residential Code*, as applicable, for new construction or with any current permit for such occupancy.

[A] 102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *California Fire Code* or *California Existing Building Code*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 CODE COMPLIANCE AGENCY

[A] 103.1 Creation of enforcement agency. The **[INSERT NAME OF DEPARTMENT]** is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

[A] 103.2 Appointment. The building official shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the building official.

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

[A] 104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

[A] 104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 or Section R322 of the *California Residential Code*, as applicable.

[A] 104.3 Notices and orders. The building official shall issue necessary notices or orders to ensure compliance with this code.

[A] 104.4 Inspections. The building official shall make the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

[A] 104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or on a premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to

locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

[A] 104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

[A] 104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

[A] 104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

[A] 104.9.1 Used materials and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Used equipment and devices shall not be reused unless approved by the building official.

[A] 104.10 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or the owner's authorized agent, provided that the building official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

[A] 104.10.1 Flood hazard areas. The building official shall not grant modifications to any provision required in flood hazard areas as established by Section 1612.3 unless a determination has been made that:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site render the elevation standards of Section 1612 inappropriate.

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2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.
3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
4. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.
5. Submission to the applicant of written notice specifying the difference between the design flood elevation and the elevation to which the building is to be built, stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation, and stating that construction below the design flood elevation increases risks to life and property.

[A] 104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
 - 2.1.Quality.
 - 2.2.Strength.
 - 2.3.Effectiveness.
 - 2.4.Fire resistance.
 - 2.5.Durability.
 - 2.6.Safety.

Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

[DSA-SS, DSA-SS/CC & OSHPD 1, 1R, 2, 4 & 5] Alternative system shall satisfy ASCE 7 Section 1.3, unless more restrictive requirements are established by this code for an equivalent system.

[DSA-SS, DSA-SS/CC] Alternative systems shall also satisfy the California Administrative Code, Section 4-304.

[OSHPD 1, 1R, 2, 4 & 5] Alternative systems shall also satisfy the California Administrative Code, Section 7-104.

[A] 104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assem-

blies not specifically provided for in this code, shall consist of valid research reports from approved sources.

[A] 104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made without expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

104.11.3 Peer review. *[OSHPD 1, 1R, 2, 4 & 5] When peer review is required for new or existing buildings, it shall be performed pursuant to Section 1617A.1.41.*

104.11.4 Earthquake monitoring instruments. *[OSHPD 1 & 4] The enforcement agency may require earthquake monitoring instruments for any building that receives approval of an alternative system for the Lateral Force Resisting System (LFRS). There shall be a sufficient number of instruments to characterize the response of the building during an earthquake and shall include at least one tri-axial free field instrument or equivalent. A proposal for instrumentation and equipment specifications shall be forwarded to the enforcement agency for review and approval.*

The instruments shall be interconnected for common start and common timing. Each instrument shall be located so that access is maintained at all times and is unobstructed by room contents. A sign stating "MAINTAIN CLEAR ACCESS TO THIS INSTRUMENT" shall be posted in a conspicuous location.

The Owner of the building shall be responsible for the implementation of the instrumentation program. Maintenance and service of the instruments shall be in accordance with Appendix L, Section 1.101.3 of Part 2, Volume 2 of the California Building Code.

SECTION 105 PERMITS

[A] 105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

[A] 105.1.1 Annual permit. Instead of an individual permit for each alteration to an already approved electrical, gas, mechanical or plumbing installation, the building official is authorized to issue an annual permit upon application therefor to any person, firm or corporation regularly

employing one or more qualified tradespersons in the building, structure or on the premises owned or operated by the applicant for the permit.

[A] 105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated.

[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area *does not exceed* 120 square feet (11.15 m²). *It is permissible that these structures still be regulated by Section 710A, despite exemption from permit.*
2. Fences not over 7 feet (2134 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. **Temporary testing systems:** A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

[A] 105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted

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within the next working business day to the building official.

[A] 105.2.2 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

[A] 105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the building official.

[A] 105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable.

[A] 105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. *[OSHPD 1, 1R, 2, 4 & 5] Time limitation shall be in accordance with the California Administrative Code, Chapter 7, Section 7-129.*

[A] 105.4 Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official

from requiring the correction of errors in the construction documents and other data. The building official is authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

[A] 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.5.1 Expiration. *[BSC] On or after January 1, 2019, every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. (See Health and Safety Code Section 18938.5 and 18938.6.)*

[A] 105.6 Suspension or revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

[A] 105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

[A] 106.1 Live loads posted. In commercial, *institutional* or industrial buildings, for each floor or portion thereof designed for live loads exceeding 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices. *[DSA-SS, DSA-SS/CC] These posting requirements also apply to school and state-owned essential services buildings as regulated by DSA.*

106.1.1 Snow load posting. *[OSHPD 1, 1R, 2, 4 & 5] Snow loads used in design shall be posted as for live loads.*

106.1.2 Snow load posting. *[DSA-SS, DSA-SS/CC] When design snow loads at exterior balconies, decks and other elevated walking surfaces exceed 50 psf, the design snow loads shall be posted as for live loads. When design roof (not ground) snow loads exceed 20 psf, the roof design snow loads for each roof level of the building shall similarly be conspicuously posted with signs stating the maximum design roof snow loads.*

[A] 106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

[A] 106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 CONSTRUCTION DOCUMENTS

[A] 107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets, or in a digital format where allowed by the building official, with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

[A] 107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.8.

[A] 107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn on suitable material. Electronic media documents are permitted to be submitted where approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

[A] 107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection systems shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

[A] 107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

[A] 107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive barrier and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system that was tested, where applicable, as well as the test procedure used.

[A] 107.2.5 Exterior balconies and elevated walking surfaces. Where balconies or other elevated walking surfaces have weather-exposed surfaces, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

[A] 107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

[A] 107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1.

[A] 107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.2.8 Relocatable buildings. Construction documents for relocatable buildings shall comply with Section 3112.

[A] 107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

[A] 107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as

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“Reviewed for Code Compliance.” One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

[A] 107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

[A] 107.3.3 Phased approval. The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

[A] 107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

[A] 107.3.4.1 Deferred submittals. Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items

shall not be installed until the deferred submittal documents have been approved by the building official. *[OSHPD 1, 1R, 2, 4 & 5] Deferred submittals shall be in accordance with the California Administrative Code, Chapter 7, Section 7-126.*

[A] 107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

[A] 107.5 Retention of construction documents. One set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

SECTION 108 TEMPORARY STRUCTURES AND USES

[A] 108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

[A] 108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

[A] 108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

[A] 108.4 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

[A] 109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

[A] 109.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

[A] 109.3 Permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall reflect the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit

shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

[A] 109.4 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees.

[A] 109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

[A] 109.6 Refunds. The building official is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

[A] 110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain visible and able to be accessed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain visible and able to be accessed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

[A] 110.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

[A] 110.3 Required inspections. The building official, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.12.

[A] 110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C94, the concrete need not be on the job.

[A] 110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

[A] 110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 or the *California Residential Code*, as applicable, shall be submitted to the building official.

[A] 110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire-blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.4.1 [HCD 1] Moisture content verification. *Moisture content of framing members shall be verified in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.5.*

[A] 110.3.5 Types IV-A, IV-B and IV-C connection protection inspection. In buildings of Types IV-A, IV-B and IV-C construction, where connection fire-resistance ratings are provided by wood cover calculated to meet the requirements of Section 2304.10.1, inspection of the wood cover shall be made after the cover is installed, but before any other coverings or finishes are installed.

[A] 110.3.6 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

[A] 110.3.7 Weather-exposed balcony and walking surface waterproofing. Where balconies or other elevated walking surfaces have weather-exposed surfaces, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved.

Exception: Where special inspections are provided in accordance with Section 1705.1.1, Item 3.

[A] 110.3.8 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

[A] 110.3.9 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

[A] 110.3.10 Other inspections. In addition to the inspections specified in Sections 110.3.1 through 110.3.9, the building official is authorized to make or require other inspections of any construction work to ascertain compli-

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ance with the provisions of this code and other laws that are enforced by the department of building safety.

[A] **110.3.11 Special inspections.** For special inspections, see Chapter 17.

[A] **110.3.12 Final inspection.** The final inspection shall be made after all work required by the building permit is completed.

[A] **110.3.12.1 Flood hazard documentation.** If located in a flood hazard area, documentation of the elevation of the lowest floor as required in Section 1612.4 shall be submitted to the building official prior to the final inspection.

110.3.12.2 [HCD 1] Operation and maintenance manual. *At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency shall be placed in the building in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.4.*

[A] **110.4 Inspection agencies.** The building official is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

[A] **110.5 Inspection requests.** It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

[A] **110.6 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or the permit holder's agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

SECTION 111 CERTIFICATE OF OCCUPANCY

[A] **111.1 Change of occupancy.** A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Section 105.2.

[A] **111.2 Certificate issued.** After the building official inspects the building or structure and does not find violations

of the provisions of this code or other laws that are enforced by the department, the building official shall issue a certificate of occupancy that contains the following:

1. The permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

[A] **111.3 Temporary occupancy.** The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

[A] **111.4 Revocation.** The building official is authorized to suspend or revoke a certificate of occupancy or completion issued under the provisions of this code, in writing, wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of the provisions of this code or other ordinance of the jurisdiction.

SECTION 112 SERVICE UTILITIES

[A] **112.1 Connection of service utilities.** A person shall not make connections from a utility, a source of energy, fuel, or power, or a water system or sewer system to any building or system that is regulated by this code for which a permit is required, until approved by the building official.

[A] **112.2 Temporary connection.** The building official shall have the authority to authorize the temporary connection of the building or system to the utility, the source of energy, fuel, or power, or the water system or sewer system for the purpose of testing systems or for use under a temporary approval.

[A] **112.3 Authority to disconnect service utilities.** The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards

in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility, and wherever possible the owner or the owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 MEANS OF APPEALS

[A] 113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

[A] 113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

[A] 113.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

[A] 113.4 Administration. The building official shall take immediate action in accordance with the decision of the board.

SECTION 114 VIOLATIONS

[A] 114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

[A] 114.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

[A] 114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

[A] 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

[A] 115.1 Authority. Where the building official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the building official is authorized to issue a stop work order.

[A] 115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 115.3 Emergencies. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

[A] 115.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

[A] 116.1 Unsafe conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section. A vacant structure that is not secured against unauthorized entry shall be deemed unsafe.

[A] 116.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

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[A] **116.3 Notice.** If an unsafe condition is found, the building official shall serve on the owner of the structure, or the owner's authorized agent, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

[A] **116.4 Method of service.** Such notice shall be deemed properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered to the owner personally.
2. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's authorized agent shall constitute service of notice on the owner.

[A] **116.5 Restoration or abatement.** Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, the owner, the owner's authorized agent, operator or occupant of a structure, premises or equipment deemed unsafe by the building official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action. To the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of the *California Existing Building Code*.

CALIFORNIA BUILDING CODE – MATRIX ADOPTION TABLE APPENDIX A – EMPLOYEE QUALIFICATIONS

(Not adopted by state agencies)

Adopting agency	BSC	BSC- CG	SFM	HCD			DSA			OSHPD						BSCC	DPH	AGR	DWR	CEC	CA	SL	SLC
				1	2	1/AC	AC	SS	SS/CC	1	1R	2	3	4	5								
Adopt entire chapter																							
Adopt entire chapter as amended (amended sections listed below)																							
Adopt only those sections that are listed below																							
Chapter / Section																							

APPENDIX A

EMPLOYEE QUALIFICATIONS

The provisions contained in this appendix are not mandatory unless specifically adopted by a state agency or referenced in the adopting ordinance.

User notes:

About this appendix: Appendix A provides optional criteria for the qualifications for jurisdictions to consider when hiring personnel to enforce the building code. Criteria for the building official, plan reviewers and inspectors are provided.

Code development reminder: Code change proposals to this appendix will be considered by the Administrative Code Development Committee during the 2022 (Group B) Code Development Cycle.

SECTION A101 BUILDING OFFICIAL QUALIFICATIONS

[A] A101.1 Building official. The building official shall have not fewer than 10 years' experience or equivalent as an architect, engineer, inspector, contractor or superintendent of construction, or any combination of these, 5 years of which shall have been supervisory experience. The building official should be certified as a building official through a recognized certification program. The building official shall be appointed or hired by the applicable governing authority.

[A] A101.2 Chief inspector. The building official can designate supervisors to administer the provisions of this code and the *California Mechanical and Plumbing Codes* and *International Fuel Gas Code*. Each supervisor shall have not fewer than 10 years experience or equivalent as an architect, engineer, inspector, contractor or superintendent of construction, or any combination of these, 5 years of which shall have been in a supervisory capacity. They shall be certified through a recognized certification program for the appropriate trade.

[A] A101.3 Inspector and plans examiner. The building official shall appoint or hire such number of officers, inspectors, assistants and other employees as shall be authorized by the jurisdiction. A person who has fewer than 5 years of experience as a contractor, engineer, architect, or as a superintendent, foreman or competent mechanic in charge of construction shall not be appointed or hired as inspector of

construction or plans examiner. The inspector or plans examiner shall be certified through a recognized certification program for the appropriate trade.

[A] A101.4 Termination of employment. Employees in the position of building official, chief inspector or inspector shall not be removed from office except for cause after full opportunity has been given to be heard on specific charges before such applicable governing authority.

SECTION A102 REFERENCED STANDARDS

[A] A102.1 General. See Table A102.1 for standards that are referenced in various sections of this appendix. Standards are listed by the standard identification with the effective date, standard title, and the section or sections of this appendix that reference the standard.

**TABLE A102.1
REFERENCED STANDARDS**

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
CBC—22	<i>California Building Code</i>	A101.2
CMC—22	<i>California Mechanical Code</i>	A101.2
CPC—22	<i>California Plumbing Code</i>	A101.2
IFGC—21	<i>International Fuel Gas Code</i>	A101.2

CALIFORNIA BUILDING CODE – MATRIX ADOPTION TABLE APPENDIX B – BOARD OF APPEALS

(Not adopted by state agencies)

Adopting agency	BSC	BSC- CG	SFM	HCD			DSA			OSHPD						BSCC	DPH	AGR	DWR	CEC	CA	SL	SLC
				1	2	1/AC	AC	SS	SS/CC	1	1R	2	3	4	5								
Adopt entire chapter																							
Adopt entire chapter as amended (amended sections listed below)																							
Adopt only those sections that are listed below																							
Chapter / Section																							

APPENDIX B BOARD OF APPEALS

The provisions contained in this appendix are not mandatory unless specifically adopted by a state agency or referenced in the adopting ordinance.

User notes:

About this appendix: Appendix B provides criteria for Board of Appeals members. Also provided are procedures by which the Board of Appeals should conduct its business.

Code development reminder: Code change proposals to this appendix will be considered by the Administrative Code Development Committee during the 2022 (Group B) Code Development Cycle.

SECTION B101 GENERAL

[A] B101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section 113. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the building official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

[A] B101.2 Application for appeal. Any person shall have the right to appeal a decision of the building official to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the building official within 20 days after the notice was served.

[A] B101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

[A] B101.2.2 Stays of enforcement. Appeals of notice and orders, other than Imminent Danger notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

[A] B101.3 Membership of board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for two (2) years or until a successor has been appointed. The board members' terms shall be staggered at intervals, so as to provide continuity. The building official shall be an ex officio member of said board but shall not vote on any matter before the board.

[A] B101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

[A] B101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

[A] B101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

[A] B101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

[A] B101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the

APPENDIX B—BOARD OF APPEALS

board. The secretary shall file a detailed record of all proceedings, which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

[A] B101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

[A] B101.3.7 Compensation of members. Compensation of members shall be determined by law.

[A] B101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their term only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

[A] B101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

[A] B101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

[A] B101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the building official and any person whose interests are affected shall be given an opportunity to be heard.

B101.5.2 Quorum. Three members of the board shall constitute a quorum.

[A] B101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] B101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

[A] B101.7 Board decision. The board shall only modify or reverse the decision of the building official by a concurring vote of three or more members.

[A] B101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the *building official* within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the *building official*.

[A] B101.7.2 Administration. The *building official* shall take immediate action in accordance with the decision of the board.

[A] B101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.



Agenda Item No. 21

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Public Hearing for Sorrento Valley Coaster Connection Service Discontinuation (Denis Desmond)

RECOMMENDATION:

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

- 1) Receive public testimony;
- 2) Approve discontinuation Sorrento Valley Coaster Connection (SVCC) services (Routes 972, 973, 974, 978, and 979), effective on or before the June 2024 service change; and
- 3) Authorize the Chief Executive Officer (CEO) to transfer six (6) 2014 El Dorado National AeroElite 320 minibuses to the North County Transit District (NCTD) for the value of certain equipment remaining on the buses (estimated at \$72,000 for all six buses), if NCTD and/or its designee assume management and operation of a Sorrento Valley Coaster Station (SVCS) shuttle service within 30 days of MTS' discontinuation of the SVCC service. *(Requires 2/3 approval.)*

Budget Impact

The Fiscal Year 2024 annual budget for the operation of the five SVCC shuttle routes is \$529,000, which is partially subsidized by NCTD. The SVCC minibus fleet is at the end of its useful life and will require replacement, with an estimated capital cost of \$2 million. MTS would receive \$72,000 for the sale of equipment on board six minibuses transferred to NCTD ownership.

DISCUSSION:

When NCTD's Coaster commuter rail began service in 1995, it included a station in Sorrento Valley to serve the fast-growing area of technology and life sciences companies. The station is sited along Sorrento Valley Road, adjacent to Roselle Creek and under Interstate 5. This is a notable distance from most employment locations in the larger Sorrento Valley, Sorrento Mesa, Carroll Canyon, Torrey Pines, and University City areas. Additionally, the area is low-density and auto-oriented, with additional topographical challenges for transit and pedestrian access. A

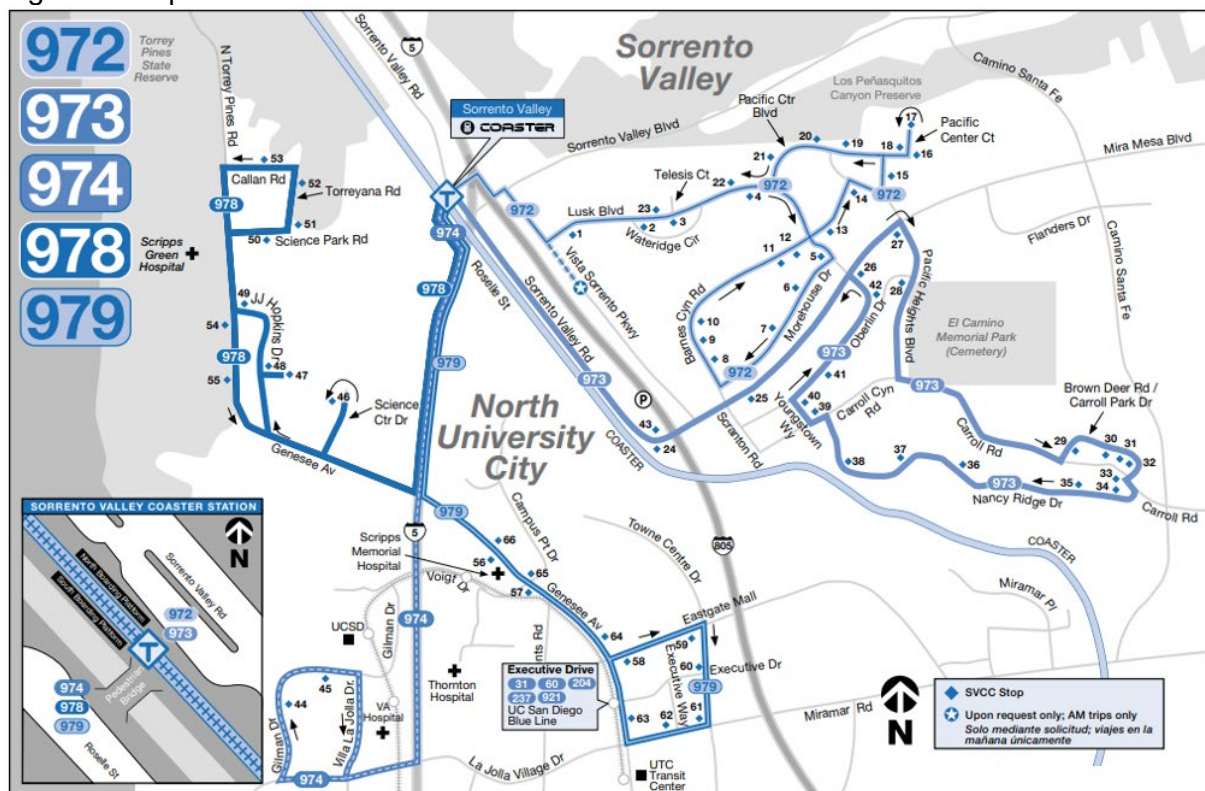


first-mile/last-mile solution was needed for the Sorrento Valley Coaster Station to effectively serve the area.

The SVCC was conceived to start along with the Coaster to provide this service. While the service primarily serves North County riders and is operated specifically to support the NCTD rail operation, it was decided that MTS would manage the service because the area is within the MTS jurisdictional boundaries. The service has been operated by MTS Contract Services since the beginning, though the delivery model, contractor, service design, and levels of service have fluctuated substantially over the years.

Currently, the SVCC consists of five separate routes operated by Transdev from the Copley Park Division using five minibuses. (See Figure 1.) A sixth minibus is available in the fleet as a spare. Service operates during weekday peaks only, reflecting the times of greatest passenger demand. Ridership is largely commuters using the Coaster from North County, with a much smaller number of riders coming from the south on the Coaster's reverse-commute trips.

Figure 1: Map of SVCC Services



Operation of the SVCC is resource-intensive. It requires five peak buses and five drivers working split shifts every weekday. Split shifts – work shifts that spread the 8-hour workday throughout a longer period of the day with a large break in between -- are the most challenging shifts to cover given current personnel constraints. Further, the capital equipment associated with the SVCC is now ready for costly replacement. Six minibuses in the fleet are beyond their useful life and due for replacement, with an estimated replacement cost for the fleet of \$2 million (which would be funded from MTS' capital budget).

While MTS services overall are recovering relatively well from the pandemic, the SVCC routes have struggled. For the first four months of 2023, MTS overall bus ridership was at 71% of pre-pandemic levels, and MTS systemwide ridership at 81%. However, SVCC routes only reached 33% of pre-pandemic ridership during that time. This mirrors a general trend in services that cater to office commute markets, which have been impacted by work-from-home and other pandemic-related factors. The four SVCC routes in-service in 2019 then boarded an average of 331 riders, but for the first four months of 2023, these same routes only boarded 110 passengers. Overall, the SVCC routes are currently averaging fewer than four passengers per trip.

SVCC ROUTE NO.	SERVING	Pre-pand. wkdy. avg. FY20 Q1-Q2	JAN 2023	FEB 2023	MAR 2023	APR* 2023	MAY* 2023	JUN* 2023	JULY 2023	AUG 2023	AVERAGE (excl. May, June)
AVERAGE WEEKDAY RIDERSHIP											
972	Sorrento Mesa	119	26	25	20	20	24	9	18	19	22
973	Carroll Canyon	63	31	29	31	41	37	15	37	32	34
974	UCSD (new rt Jan-20)	93	34	40	31	37	35	11	16	19	30
978	Torrey Pines	69	26	23	23	23	22	15	20	19	22
979	North Univ City	80	30	31	28	32	25	17	29	30	30
ALL SVCC		424	147	149	134	154	143	67	120	119	137
ALL BUS		160,177	106,965	119,761	106,324	120,990	101,423	72,623	95,720	98,026	107,964
SYSTEM		282,597	216,258	236,824	217,586	242,934	222,994	185,683	219,893	225,942	226,573
PERCENTAGE CHANGE FROM BASELINE (FY2020 Q1-Q2)											
972	Sorrento Mesa		-78%	-79%	-83%	-83%	-85%	-92%	-85%	-84%	-82%
973	Carroll Canyon		-51%	-54%	-51%	-35%	-85%	-76%	-42%	-50%	-47%
974	UCSD (new rt Jan-20)		-63%	-57%	-66%	-60%	-85%	-89%	-83%	-80%	-68%
978	Torrey Pines		-62%	-66%	-67%	-66%	-85%	-78%	-72%	-72%	-68%
979	North Univ City		-63%	-61%	-65%	-59%	-85%	-79%	-63%	-62%	-62%
ALL SVCC			-65%	-65%	-68%	-64%	-85%	-84%	-72%	-72%	-68%
ALL BUS			-33%	-25%	-34%	-24%	-37%	-55%	-40%	-39%	-33%
SYSTEM			-23%	-16%	-23%	-14%	-21%	-34%	-22%	-20%	-20%

* Due to strikes, SVCC operated 17/20 weekdays in April, 15/22 weekdays in May, and 3/22 weekdays in June.

The low ridership and slow recovery of the service, in addition to the operational resource challenges and the need to retire and replace the SVCC bus fleet, has brought MTS to a decision point on the future of the SVCC service. Staff provided a report on the SVCC status to the MTS Executive Committee on September 7, 2023 (AI 5). The agenda item was informational only, but EC discussion was supportive of soliciting rider feedback and testimony at a public hearing today about the discontinuation of MTS' operation of the SVCC service.

Therefore, today's staff recommendation is to discontinue the five SVCC routes on or before June 2024. Our agreement with NCTD provides a 180-day notice for termination of the services. If approved today, either NCTD's April 2024 service change or MTS' June 2024 service change are viable discontinuation dates.

Potential Service Transition

MTS has been in discussions with NCTD staff since last year about the future of SVCC and the possibility that MTS would discontinue these routes. NCTD understands the challenges of operating the service, but the SVCC is important to their Coaster ridership and the viability of a station in Sorrento Valley. Therefore, NCTD is exploring its options for assuming the management and operations of the SVCC, or some type of a replacement service that would offer a first-mile/last-mile to Coaster riders in the area. Should the MTS Board of Directors

approve the service discontinuation by MTS, staff will continue to cooperate with NCTD about a possible transfer of the service, including the SVCC fleet (see below) and the best date to ensure a smooth transition for passengers.

SVCC Bus Fleet

MTS maintains a fleet of six 2014 El Dorado National AeroElite 320 minibuses to operate the SVCC. At nine years old and with nearly 200,000 miles on each, these buses exceed the Federal Transit Administration's useful life of 7 years old or 150,000 miles for this bus type. Replacement costs for this bus type are approximately \$300,000 per unit, so a capital expense of nearly \$2 million would be required to replace the fleet.

While NCTD works towards a plan to potentially take over SVCC or implement a replacement service, they would need vehicles for the short term to start operation of the service. Although the current SVCC fleet is due for replacement, the minibuses are still serviceable and NCTD expressed interest in utilizing them for a short, interim period.

For buses that have reached the end of their useful life, MTS's procedure is to send them to our contracted auctioneer to ensure that MTS receives a fair price for the vehicles. MTS has estimated that the fair market value of each vehicle is \$5,000 (\$30,000 for the fleet). Equipment that would remain on the fleet for a transfer to NCTD would include headsigns, validators for the PRONTO fare system, and hardware for the Regional Transit Management System (RTMS), all valued at \$12,000 per vehicle (\$72,000 for the fleet of six buses). Fareboxes and radios are excluded and would be removed prior to transfer.

Per MTS Board Policy No. 33, Capital Asset Disposal, Section 33.3 – Negotiated Sale, capital assets with an individual value in excess of \$10,000 or an aggregate value in excess of \$25,000 may be disposed of on a negotiated sale basis provided a finding by the MTS Board of Directors by a two-thirds vote that special circumstances exist that make it in the best interest of the Board.

Such circumstances may include the following:

1. Unique item(s) may have a limited resale market.
2. The financial interest of MTS would be best served by negotiation.
3. In the case of used buses, the Board shall give specific direction on the method of disposal to be followed on a case-by-case basis considering potential financial return and available alternatives, including the sale for scrap or other nonoperating purposes to avoid use of the vehicles and resultant air pollution in California and the San Diego region. A method of disposal may be approved even though the financial benefit may be less than other methods of disposal.
4. If approved, the CEO may be authorized to negotiate a sale price.

A negotiated sale for these used buses would be the most advantageous option for MTS because MTS would receive the greatest financial return, since it would not have to pay a commission fee to the auctioneer and the San Diego-specific transit equipment on the vehicles would only be of value to either MTS or NCTD. Further, MTS would be assisting with the start of new services for people who work and travel within our jurisdiction. These new NCTD services would replace MTS services that cost over a half million dollars per year to operate.

Therefore, staff recommends that the vehicles be transferred to NCTD for the cost of the specific transit equipment on board, if NCTD implements a replacement service at the Sorrento

Valley Coaster Station within 30-days of the discontinuation of the SVCC. *If this occurs*, then staff recommends that the MTS Board of Directors authorize the CEO to execute a sale of the six (6) 2014 El Dorado National AeroElite 320 minibuses (3000-series), including equipment specified above, to NCTD for \$12,000.00 per vehicle, for a total of \$72,000.00.

Title VI

MTS's Title VI service equity analysis for a major service change includes a determination of whether or not disparate impacts to minority populations or disproportionate burdens to low-income populations would result from the change. The purpose of this study is to determine if there are any adverse impacts, as defined by Policy 42, which would result from the proposed change.

The Title VI service analysis of the proposed discontinuation of the SVCC, included as an attachment to this item, does not reveal any potentially adverse impacts from a Title VI perspective. While SVCC riders will be negatively affected by the loss of the service, the Title VI analysis reveals that this impact is not disparate to minority populations or disproportionate to low-income populations.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Title VI Service Equity Analysis



Title VI Service Equity Analysis

Discontinuation of Sorrento Valley
Coaster Connection Services

Prepared by the Metropolitan Transit System
October 2023

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Executive Summary

The San Diego Metropolitan Transit System (MTS) has conducted a Title VI analysis of the proposed 2024 discontinuation of Sorrento Valley COASTER Connection (SVCC) service, as required by the Federal Transit Administration (FTA). Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The purpose of this analysis is to ensure that MTS is in compliance with Title VI requirements. MTS has followed FTA's guidelines, published in FTA Circular 4702.1B on October 1, 2012. The critical elements of this analysis involve a determination of whether or not disparate impacts to minority populations or disproportionate burdens to low-income populations would result from these changes. As defined in MTS Policy 42:

A disparate impact is found when there is a difference in adverse effects between minority and non-minority populations such that: the adversely affected population is 10% or greater minority than the total MTS service area average; or, the benefitting population is 10% or more non-minority than the total MTS service area average.

A disproportionate burden is found when there is a difference in adverse effects between low-income and non-low-income populations such that: the adversely affected population is 10% or more "low-income" than the total MTS service area average; or, the benefitting population is 10% or greater "non-low-income" by percentage of total population than the total MTS service area average.

The study found that there are no disparate impacts and no disproportionate burdens that would result from the discontinuation of routes 972, 973, 974, 978, and 979.

Introduction

The San Diego Metropolitan Transit System (MTS) is proposing to discontinue fixed routes 972, 973, 974, 978, and 979 between the Sorrento Valley COASTER Station and surrounding employment locations in the Sorrento Valley, Sorrento Mesa, Carroll Canyon, Torrey Pines, and University City areas.

The discontinuation of these routes is considered to be a major service change under MTS Policy 42.5B. As a result, the Federal Transit Administration (FTA) requires the execution of a Title VI analysis (FTA C 4702.1B). This Title VI analysis involves evaluating the discontinuation of these routes in the MTS network to determine whether or not the changes will have disparate impacts on minority populations and/or disproportionate burdens on low-income individuals. If disparate impacts or disproportionate burdens are found, this analysis will identify the available service alternatives and mitigation strategies that can be used to minimize them.

Background

Qualification as Major Service Change

The definition of a major service change, as used within MTS Policy 42, was developed with public input as part of a public engagement process during June 2013 when MTS held a public hearing to solicit feedback from stakeholders. According to the policy, MTS will conduct a Title VI analysis on any of the following changes before a final implementation decision is made:

- A change that is greater than 25 percent of a route's weekly in-service miles or hours.
- An increase or reduction in the average weekly span-of service of more than 25 percent.
- The implementation of a new route or the discontinuation of an existing route.
- A routing change that affects more than 25 percent of a route's Directional Route Miles and more than 25 percent of the route's bus stops.

Because these changes involve the discontinuation of existing routes, they qualify under MTS Policy 42 as major service changes.

Purpose of MTS Service Changes

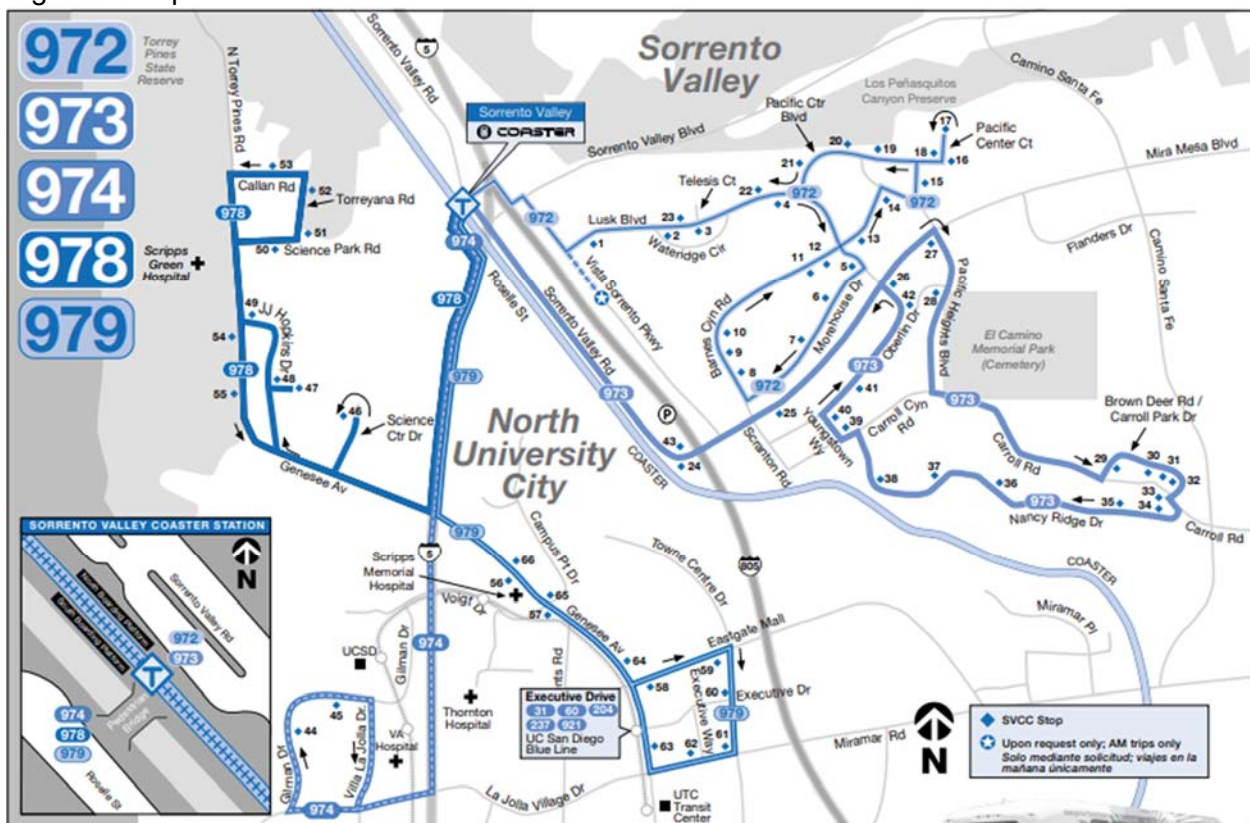
Currently, SVCC service consists of five separate routes operated by Transdev from the Copley Park Division using five minibuses (See Figure 1). Service operates during weekday peaks only, reflecting the times of greatest passenger demand. Ridership is largely commuters using the Coaster from North County, with a much smaller number of riders coming from the south on the Coaster's reverse-commute trips.

Operation of SVCC service is resource-intensive. It requires five peak buses (and a sixth spare), and five drivers working split shifts every weekday – the most challenging shifts to cover given personnel constraints. At nine years old and with nearly 200,000 miles on each bus, the current fleet is beyond its useful life and due for replacement. The estimated replacement cost for the fleet would be \$2 million, funded from MTS' capital budget.

While MTS services overall are recovering relatively well from the pandemic, the SVCC routes have struggled. For the first four months of 2023, MTS total bus ridership was at 71% of pre-pandemic levels, and MTS systemwide ridership at 81%. However, SVCC routes only reached 33% of pre-pandemic ridership during that time. This mirrors a general trend in services that cater to office commute markets, which have been impacted by work-from-home and other pandemic-related factors. The four SVCC routes in service in 2019 then boarded an average of 331 riders, but for the first four months of 2023, they only boarded 110 passengers. The SVCC routes are averaging fewer than four passengers per trip.

The low ridership and slow recovery of the service, in addition to the operational resource challenges and the need to retire the SVCC bus fleet, has brought MTS to a decision point on the future of the SVCC service.

Figure 1: Map of SVCC Services



Definition of Low-income and Minority Groups

FTA Circular 4702.1B encourages recipients to use a locally developed threshold for low-income person that is “at least as inclusive as the HHS poverty guidelines.” In coordination with SANDAG, MTS defines a low-income person as an individual whose household income is at or below 200 percent of the poverty level as defined by the United States Census Bureau. The FTA defines minority persons as the following: American Indian and Alaska Native, Asian, African American, Hispanic or Latino, and Native Hawaiian or other Pacific Islander.

Disparate Impact and Disproportionate Burden to Low-income and Minority Populations

This analysis considers the percentage of minority and low-income persons by route in each census tract that the route serves. It identifies which route changes could potentially have a disparate impact or disproportionate burden. In order to provide the standard for the analysis, this section defines the criteria that MTS considers to be qualifications for a disparate impact or disproportionate burden.

The FTA defines a disparate impact as “a facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient’s policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin (FTA C 4702.1B Chapter I-2).”

MTS Policy 42.6b uses the phrase, “disparate impact,” when speaking of minorities, and the phrase, “disproportionate burden,” when speaking of low-income impacts. This report uses these phrases to differentiate the two. Both are defined as follows:

A **disparate impact** is found when there is a difference in adverse effects between minority and non-minority populations such that: the adversely affected population is 10% or greater minority by percentage of total population than the total MTS service area average; or, the benefitting population is 10% or more non-minority than the total MTS service area average. *For example, if the total MTS service area average is 55% minority, then a proposed service change that adversely affects a population that is 65% minority or greater would be defined as a disparate impact.* If MTS chooses to implement a proposed major service change despite a finding of a disparate impact, MTS may only do so if there is a substantial justification for the change, and there are no alternatives that would have a less disparate impact and still accomplish the goals of the change (MTS Policy 42.6b).

A **disproportionate burden** is found when there is a difference in adverse effects between low-income and non-low-income populations such that: the adversely affected population is 10% or more “low-income” than the total MTS service area average; or, the benefitting population is 10% or greater “non-low-income” by percentage of total population than the total MTS service area average. *For example, if the total MTS service area average is 20% “low-income,” then a proposed service change that benefits a population that is 90% or greater “non-low-income” would be defined as a disproportionate burden.* If MTS chooses to implement a proposed change despite a finding of disproportionate burden, MTS may only do so if steps are taken to avoid or minimize impacts where practicable, and MTS provides a description of alternatives available to affected low-income populations (MTS Policy 42.6b).

Table 1 shows the total MTS service area averages for minority and low-income populations, based on the data from the 2021 American Community Survey 5-year estimates:

Table 1: Service Area Averages

Population	Service Area Average
Minority	57.6%
Low-income	25.1%

Title VI Methodology

The FTA guidelines allow transit agencies to use either ridership or population as a basis to determine disparate impacts and disproportionate burdens. Whichever basis is selected should be used throughout the analysis. MTS has selected population as the basis to ensure consistency with past analyses.

The analysis compares the population in Census tracts affected by the proposed change (defined as within 1/4 mile of an affected route) with the population in the service area. The data source is the 5-year estimates from the 2021 American Community Survey.

The definitions of disparate impact and disproportionate burden included in MTS Policy 42 are used in this analysis. The definitions require that the percentage of adversely affected minority or low-income populations be no more than 10% higher than the percentage of minority or low-income populations within the MTS service area for a service reduction. Conversely, for a service improvement or new service, the percentage of benefitted non-minority or non-low-income populations cannot be more than 10% higher than the percentage of non-minority and non-low-income populations within the service area.

This analysis uses the definition of low-income persons included in FTA Circular 4702.1B. The Circular encourages recipients to use a locally developed threshold for low-income persons that are “at least as inclusive as the HHS poverty guidelines.” This analysis defines low-income persons as individuals whose household income is at or below 200 percent of the poverty level as defined by the United States Census Bureau.

The formats provided in Appendix K of FTA Circular 4702.1B are used to present the results of the analysis, as recommended by FTA.

Title VI Evaluation Results

Table 2 presents minority and low-income population data within the entire MTS service area. Total population numbers vary per population characteristic, as the American Community Survey does not include certain populations, such as active-duty military, in an area’s total when exploring certain metrics such as household income.

Table 2: Population Data within the MTS Service Area

Tract Population, Race/Ethnicity Survey	Minority Population	Percent Minority	Tract Population, Income Surveys	Low Income Population	Percent Low Income
2,431,024	1,399,454	57.6%	2,370,598	594,013	25.1%

Table 3 presents minority and low-income population data for census tracts impacted by these proposed discontinuations.

Table 3: Census Tract Population Affected by Discontinuation of SVCC Services

# Census Tracts	Tract Population, Race/Ethnicity Surveys	Minority Population Affected	Percent Minority	Tract Population, Income Surveys	Low Income Population Affected	Percent Low Income Affected
8	28,631	15,537	54.3%	28,496	6,257	22.0%
		Non-Minority Population Affected	Percent Non-Minority		Non-Low Income Population Affected	Percent Non-Low Income
		13,094	45.7%		22,239	78.0%

The proposed discontinuation of Sorrento Valley Coaster Connection service can be defined as a service reduction, as it would eliminate five existing routes from the MTS system. Therefore, the analysis must consider whether minority and low-income populations will be disparately impacted.

The percentage of affected minority populations in Table 3 is within 10% of the MTS service area average (57.6% versus 54.3%). Since the percent of affected minority population does not exceed 10% higher than the percent of the minority population within the entire MTS service area, there are no disparate impacts resulting from the proposed discontinuation of routes 972, 973, 974, 978, and 979.

The percent of low-income population in Table 3 is also within 10% of the MTS service area average for low-income population (25.1% versus 22.0%). Since the percentage of affected low-income population is not more than 10% higher than the percentage of low-income populations within the entire MTS service area, there is no disproportionate burden from the proposed discontinuation of Routes 972, 973, 974, 978, and 979.

The following maps provide two profiles of the SVCC service that is proposed for discontinuation. Figure 1 overlays the SVCC route network with low-income population census tracts, as defined by Policy 42. Figure 2 is the same SVCC route network, overlaid with MTS service area minority census tracts.

Figure 1: SVCC Network and MTS Low-Income Population by Census Tract

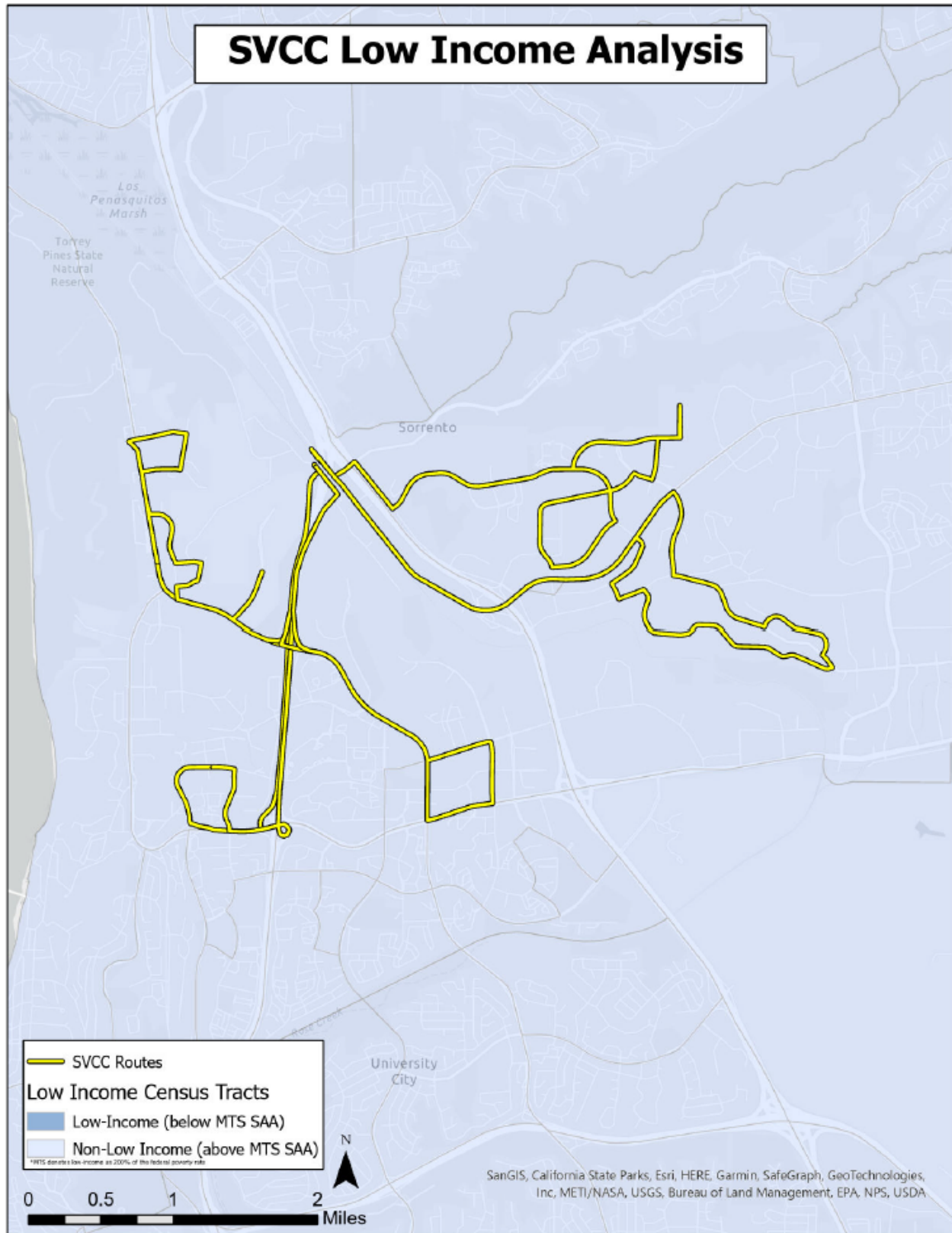
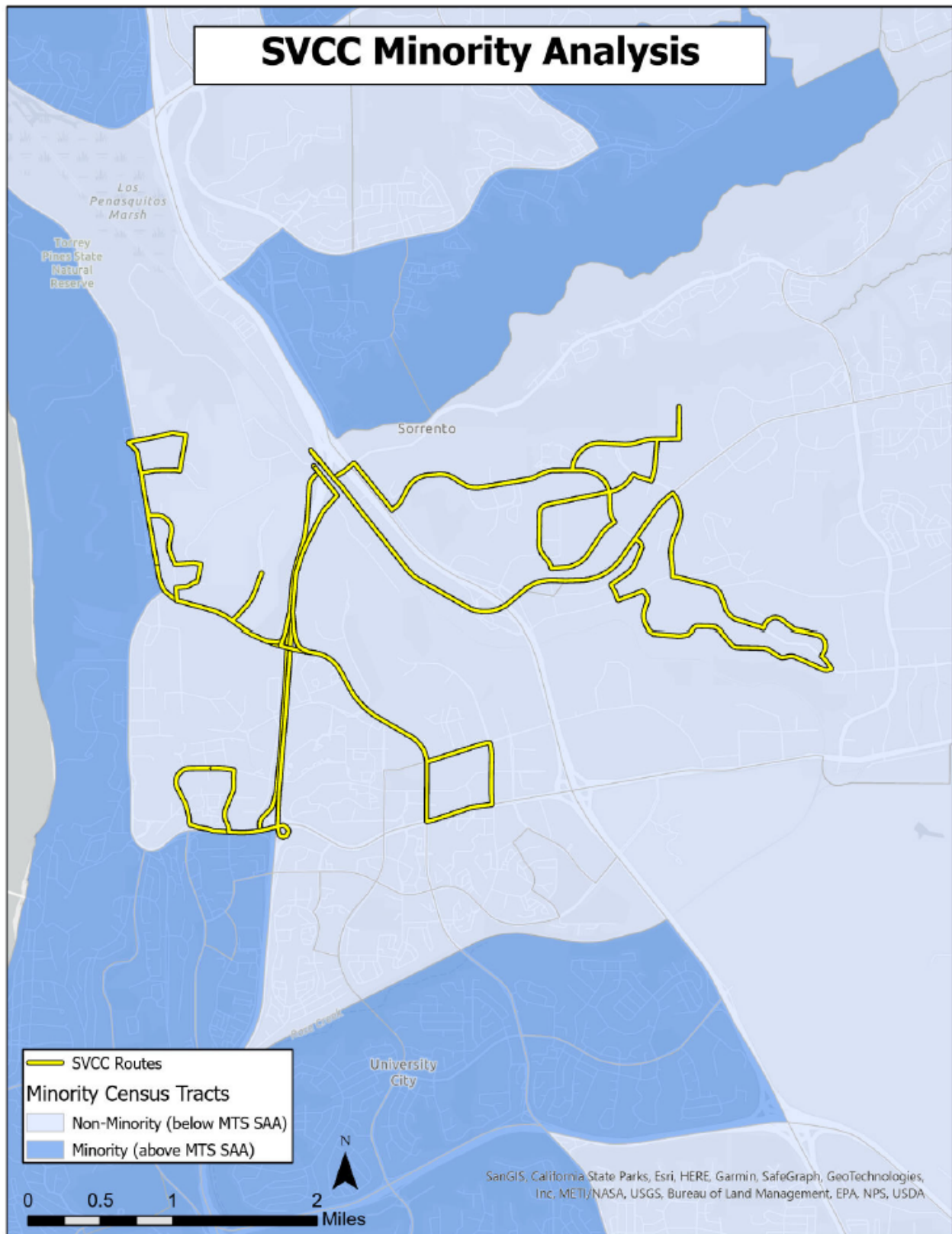


Figure 2: SVCC Network and MTS Minority Population by Census Tract



Tables 4A-4E present minority and low-income figures by route for information purposes only.

Table 4A: Census Tract Population Affected by Discontinuation of SVCC Services

# Census Tracts	Tract Population, Race/Ethnicity Surveys	Minority Population Affected	Percent Minority	Tract Population, Income Surveys	Low Income Population Affected	Percent Low Income Affected
2	6,160	3,222	52.3%	6,156	1,063	17.3%
		Non-Minority Population Affected	Percent Non-Minority		Non-Low Income Population Affected	Percent Non-Low Income
		2,938	47.7%		5,093	82.7%

Table 4B: Census Tract Population Affected by Discontinuation of Route 973

# Census Tracts	Tract Population, Race/Ethnicity Surveys	Minority Population Affected	Percent Minority	Tract Population, Income Surveys	Low Income Population Affected	Percent Low Income Affected
3	12,772	7,864	61.6%	12,768	2,025	15.9%
		Non-Minority Population Affected	Percent Non-Minority		Non-Low Income Population Affected	Percent Non-Low Income
		4,908	38.4%		10,743	84.1%

Table 4C: Census Tracts Population Affected by Discontinuation of Route 974

# Census Tracts	Tract Population, Race/Ethnicity Surveys	Minority Population Affected	Percent Minority	Tract Population, Income Surveys	Low Income Population Affected	Percent Low Income Affected
4	7,590	4,016	52.9%	7,548	3,155	41.8%
		Non-Minority Population Affected	Percent Non-Minority		Non-Low Income Population Affected	Percent Non-Low Income
		3,574	47.1%		4,393	58.2%

Table 4D: Census Tract Population Affected by Discontinuation of Route 978

# Census Tracts	Tract Population, Race/Ethnicity Surveys	Minority Population Affected	Percent Minority	Tract Population, Income Surveys	Low Income Population Affected	Percent Low Income Affected
3	6,343	2,549	40.2%	6,212	1,589	25.6%
		Non-Minority Population Affected	Percent Non-Minority		Non-Low Income Population Affected	Percent Non-Low Income
		3,794	59.8%		4,623	74.4%

Table 4E: Census Tract Population Affected by Discontinuation of Route 979

# Census Tracts	Tract Population, Race/Ethnicity Surveys	Minority Population Affected	Percent Minority	Tract Population, Income Surveys	Low Income Population Affected	Percent Low Income Affected
3	9,416	5,622	59.7%	9,374	2,888	30.8%
		Non-Minority Population Affected	Percent Non-Minority		Non-Low Income Population Affected	Percent Non-Low Income
		3,794	40.3%		6,486	69.2%

PUBLIC HEARING

Sorrento Valley

Coaster Connection

Board of Directors

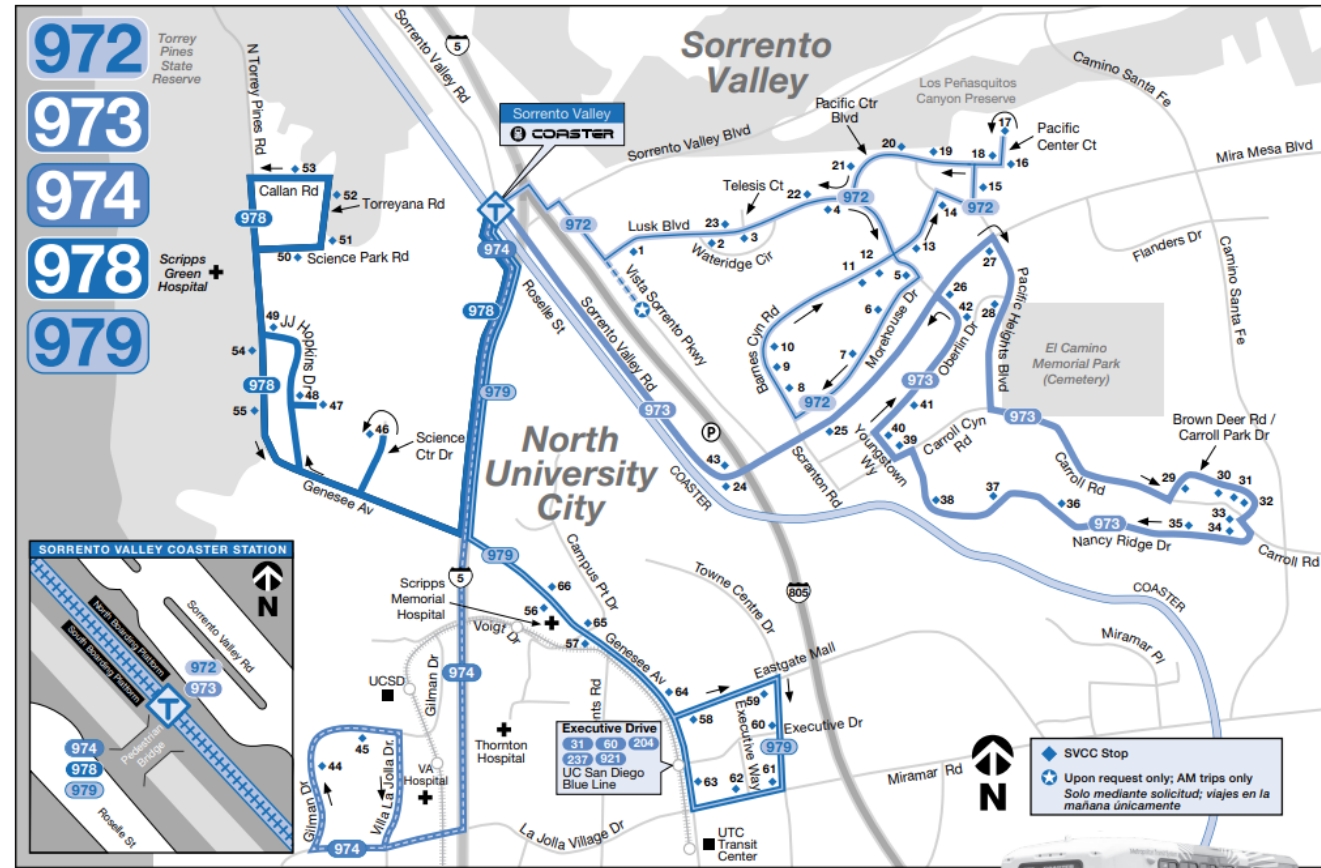
BACKGROUND

- NCTD Coaster commuter rail began in 1995.
- Sorrento Valley station needed a first-mile/last-mile solution.
- Most Coaster riders North County residents working in MTS jurisdiction.
- Determined that MTS would operate FM/LM microtransit shuttle system.
- CMAQ seed money provided for initial service, with intention of local businesses funding permanently.
 - MTS, NCTD, SANDAG unsuccessful in securing private or other permanent funding.
 - MTS has funded operations for 28 years (total \$9.5 million in subsidy since FY 1996).
 - NCTD sharing costs with MTS since FY 2010.



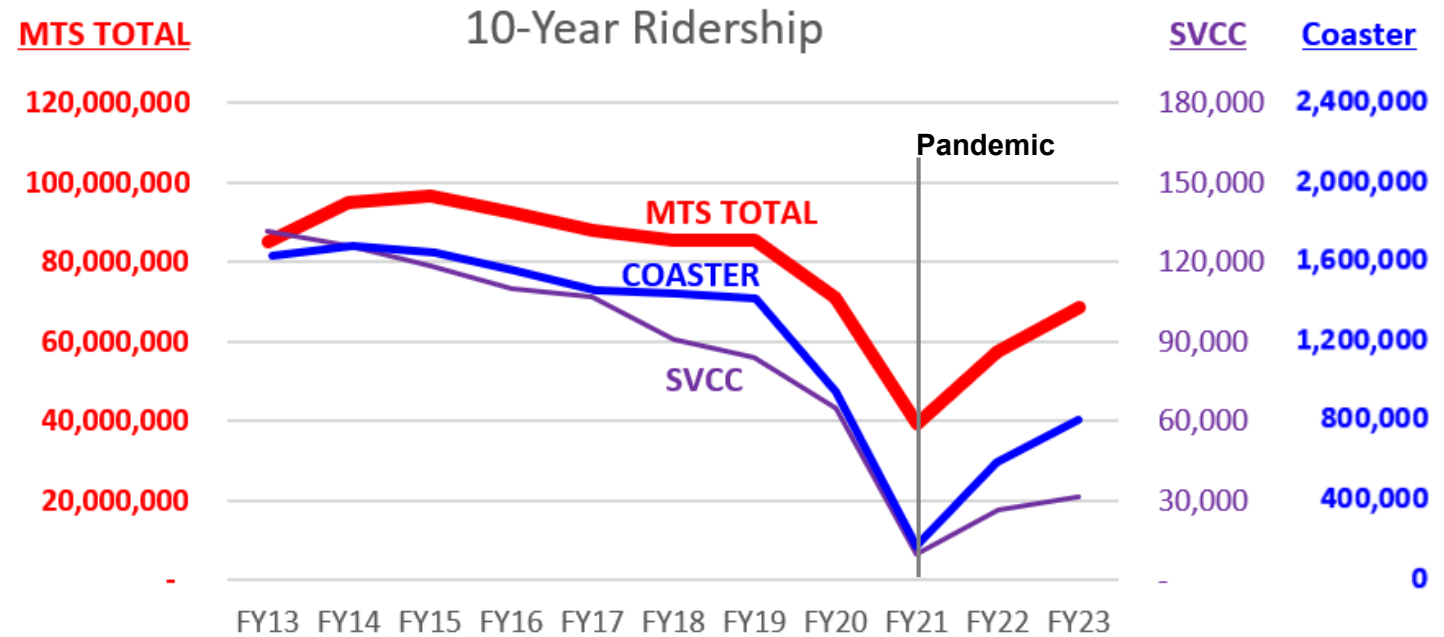
CURRENT SERVICE

- Five fixed-routes
 - Service to Sorrento Mesa, University City, UC San Diego, Carroll Canyon, Torrey Pines
 - Route deviation available for areas unserved by ADA paratransit
 - Operates weekdays, peak hours only
 - Meets SB trains in AM, NB trains in PM
 - Four train connections in each peak
-
- Operated with minibuses from Copley Park Division (Transdev)
 - NCTD separately operates two trips on each route during PM peak.
 - Budget is over \$500K annually
 - NCTD pays 50% on four routes, 100% on 974
 - NCTD reimburses fare revenue of \$1/boarding



RIDERSHIP

- SVCC ridership levels follows Coaster ridership trend, but declines faster and rebounds slower
 - Sensitive to trends in employment in the tech/biotech sectors
 - Most riders are “choice” riders with option to drive
 - Parking is free in much of the area (UCSD and hospitals are notable exceptions)



RIDERSHIP

- Ridership overall on SVCC down 61% from pre-pandemic.
 - Actually -68% when excluding new Route 974.
 - Compared to -34% for all MTS bus routes and -20% for MTS system.
- Five routes with five buses carry a total of 131 average weekday riders... <30 per vehicle/day.

AVERAGE WEEKDAY RIDERSHIP					
SVCC ROUTE NO.	SERVING	Summer/ Fall 2019	Jan. - Aug. 2023 Average	Difference	Sept. 2023
972	Sorrento Mesa	119	21	-82%	13
973	Carroll Canyon	63	34	-47%	30
974	UCSD	n/a	25	n/a	21
978	Torrey Pines	69	21	-69%	19
979	North Univ City	80	30	-62%	27
ALL SVCC		331	138	-61%	110
ALL MTS BUS ROUTES		160,177	105,776	-34%	
MTS SYSTEM TOTAL		282,597	225,585	-20%	

Notes:

- May & June 2023 excluded from average due to driver strike.
- Route 974 started in January 2020 (no Fall 2019 data).
- Each route operated 9 trips in 2019, currently operating 8 trips.
- Excludes ridership for two trips operated by NCTD.

PERFORMANCE

- Passengers/hour is just over half of similar circulator routes.
- Average of 3.3 passengers per trip, one-third of pre-pandemic.

SVCC ROUTE NO.	SERVING	PASSENGERS/REV. HOUR	
		Summer/ Fall 2019	Jan. - Aug. 2023 Average
972	Sorrento Mesa	23.1	4.0
973	Carroll Canyon	12.1	6.5
974	UCSD	n/a	5.2
978	Torrey Pines	13.5	4.2
979	North Univ City	16.2	6.1
ALL SVCC		16.2	5.2
		FY 19 Q1-Q2:	FY 23 Q1-Q2:
CIRCULATOR ROUTES		14.9	9.3
ALL BUS ROUTES		25.0	18.4
SYSTEMWIDE		38.0	31.8

PASSENGERS/TRIP	
Summer/ Fall 2019	Jan. - Aug. 2023 Average
13.2	2.6
7.0	4.2
n/a	3.1
7.7	2.6
8.9	3.8
9.2	3.3

NEXT STEPS

- Policy 42 provides for a review of underperforming services, with consideration of improvement or discontinuation.
- Service is important to NCTD and its Coaster ridership.
 - MTS has been in discussions with NCTD about assuming the service.
 - NCTD currently surveying riders to determine ***if and how*** they might replace SVCC service if discontinued.
- If service continues, MTS will need to replace the SVCC bus fleet (\$2 million) ASAP to maintain reliable operations.

STAFF RECOMMENDATION

- 1) Receive public testimony;
- 2) Approve discontinuation of Sorrento Valley Coaster Connection (SVCC) services (Routes 972, 973, 974, 978, and 979), effective on or before the June 2024 service change;
 - *Title VI analysis attached to agenda item; no disparate impact or disproportionate burden identified.*
- 3) Authorize the CEO to transfer six 2014 El Dorado National AeroElite 320 minibuses to NCTD for the value of certain equipment remaining on the buses (estimated at \$72,000 for all six buses), if NCTD and/or its designee assume management and operation of a Sorrento Valley Coaster Station shuttle service within 30 days of discontinuation of the SVCC.
(Requires 2/3 approval.)



Agenda Item No. 22

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Spring Street Station Transit-Oriented Development (Karen Landers and Sean Myott)

RECOMMENDATION:

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

- 1) Determine that the Spring Street Station Transit-Oriented Development is exempt from environmental review under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, sections 15268, 15378, 15332 and Government Code section 65913.4;
- 2) Authorize the Chief Executive Officer to execute a Disposition and Development Agreement with Spring Street Family Housing L.P. for a Spring Street Transit-Oriented Development Project (DDA), in substantially the same format as Attachment A; and
- 3) Authorize the Chief Executive Officer to take all actions necessary to fulfill MTS's obligations under the DDA, including, but not limited to, executing a Ground Lease and related regulatory agreements for the project.

Budget Impact

Under MTS's Transit-Oriented Development (TOD) program, the ground lease rent for an affordable housing project is generally limited because of the restricted rents built into the program and the various public subsidies used to construct the project. If the DDA and resulting Ground Lease is executed, the project would be constructed at no cost to MTS, with annual ground lease rent for the residential project after construction is complete generally being in the range of 5% of net income from the development (often under \$50,000 per year). MTS would pay its fare share of maintenance costs for the transit parking portion of the TOD project, which would be incorporated annually into the San Diego Transit Corp. operating budget.



DISCUSSION:

Under Board Policy 18, the MTS Board established priorities for TOD projects, seeking projects that “create vibrant, transit-oriented communities that offer a range of housing types, job opportunities, and services Stationed around public transit facilities.” The desired characteristics of such projects includes affordable housing units:

Board Policy 18(C)(6):

In recognition that residents of affordable housing units have a higher likelihood for transit utilization, residential joint development proposals shall include a minimum set aside of 20% of units for very low (<50% Average Median Income (AMI) and low (51-80% AMI) income households.

As part of MTS’s TOD program, which was updated in July 2019, MTS has posted the availability of various sites for development proposals on its website¹. Further, in compliance with AB 1486, which amended the Surplus Land Act (Government Code section 54220, et seq.) (SLA) and MTS’s legal obligations related to its TOD program, on July 30, 2020 (AI 30), the MTS Board formally declared its potential TOD sites to be “surplus property.” MTS did not receive a notice of interest during the 60-day notice of availability required by the SLA. On November 1, 2021 MTS received an unsolicited proposal for a TOD at the Spring Street Station from Affirmed Housing. After complying with MTS Board Policy 18 (D) to notice and review competing proposals, the MTS Executive Committee authorized the MTS CEO to enter into an Exclusive Negotiation Agreement with Affirmed on February 9, 2023 (AI 7).

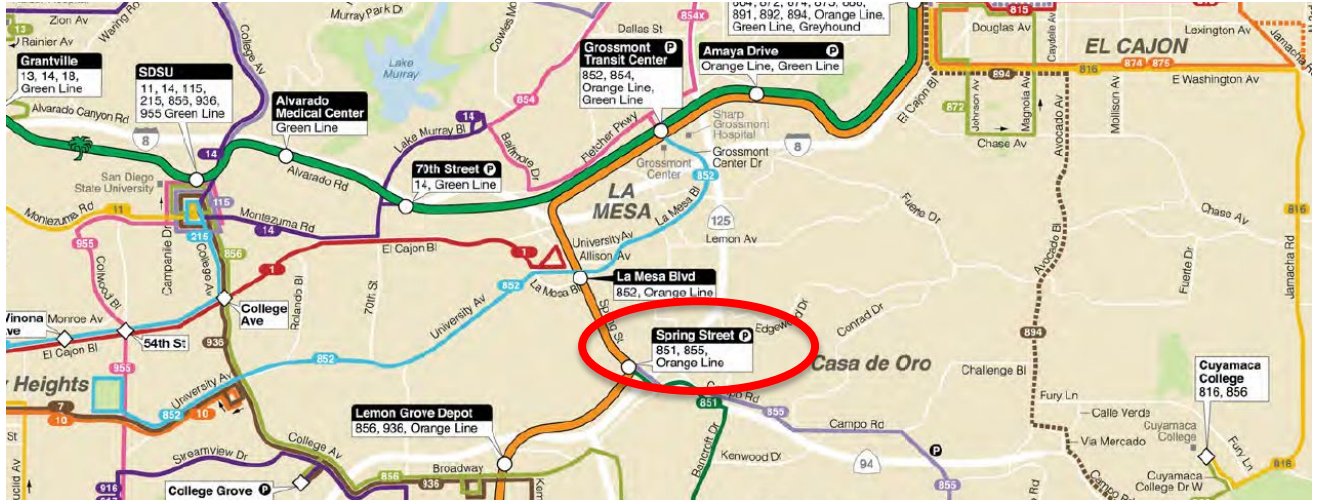
Since that time, MTS staff has been working with Affirmed to refine their development proposal and align it with MTS’s transit operational needs at Spring Street Station.

Affirmed is an award-winning affordable housing developer and is currently completing construction on an affordable housing development, ShoreLINE, at the Grantville Transit Station. A DDA for a second affordable housing project, at the Beyer Boulevard Trolley Station, was approved by the Board on March 10, 2022 (AI 32) and a third DDA with Affirmed was approved on September 15, 2022 (AI 30) at the Rancho Bernardo Transit Station. MTS and Affirmed anticipate executing Ground Lease agreements and starting construction for the Beyer Boulevard Trolley Station in early 2024 and at Rancho Bernardo Transit Station in late 2023. Today’s proposed DDA will be with an Affirmed-affiliated limited partnership, Spring Street Family Housing L.P. (Developer).

Current Use

The Spring Street Station is located in the City of La Mesa and currently served by the Orange Line trolley and bus routes 851 and 855.

¹ <https://www.sdmts.com/business-Station-real-estate/real-estate-properties>



There are 295 parking spaces in the transit station lot. However, approximately ten years ago, MTS fenced off 115 of the spaces to be used as construction material staging for MTS track improvement projects. This construction staging area minimized track improvement project costs by allowing MTS contractors and employees to stage on MTS property instead of leasing private property for staging. As a result, 180 parking spaces presently remain open for transit passenger use.



Developer's Proposal

The Developer's original proposal to MTS was for 152 homes, with almost one third (50) being studio apartments. After incorporating feedback from City of La Mesa, the Developer was able to increase the 1-, 2-, and 3-bedroom home types while still maintaining an overall project proposal that is competitive for affordable housing funding sources. While this shift in home type lowered the overall home count from 152 to 147, it increased the number of bedrooms and estimated occupancy of the project with a negligible effect on net rentable area.

The Revised Development Plan in today's action includes 147 apartment homes (145 rent restricted and 2 manager's units). The Original Development Plan and Revised Development Plan, broken down by apartment type are summarized below:

Apartment Type	Original Development Plan			Revised Development Plan		
	Quantity	Bedroom Count	Occupancy (1.5xBed)	Quantity	Bedroom Count	Occupancy (1.5xBed)
Studio	50	50	75	24	24	36
1-Bedroom	28	28	42	38	38	57
2-Bedroom	36	72	108	43*	86	129
3-Bedroom	38	114	171	42*	126	189
TOTALS	152	264	396	147	274	411

Net Rentable Area = 105,875 SF, Gross Building Area = 196,678 SF

When the Exclusive Negotiation Agreement with Affirmed was approved, staff noted the proposed transit replacement parking – 63 spaces representing a 36% replacement ratio against the currently available 180 spaces and 21% replacement ratio against the full site parking capacity – as the weakest area of the proposal. Transit replacement parking requirements were identified as a major item to be negotiated.

While Affirmed's parking replacement ratio was based on an independent parking memo they commissioned, the memo was based on a small sample size of data from July 2021 when ridership was depressed due to the COVID-19 pandemic. Since the separate Parking Needs Assessment study by Chen Ryan Associates was underway, MTS and Affirmed agreed to reconsider the transit parking replacement requirements after the Spring Street trolley station analysis was complete. That analysis is now complete. The assessment made three findings:

1. The current parking need, to meet the demands of existing riders, is for 159 parking spaces at the Spring Street trolley station.
2. The future parking need, to meet the ridership anticipated in SANDAG's Regional Transportation Plan's projections for 2035, is 242 parking spaces.
3. If the Spring Street trolley station parking capacity is reduced, some of the 2035 need could be shifted to the Massachusetts Avenue trolley station, which is approximately a 10-12 minute drive away.

At MTS's request, Affirmed evaluated its site plan and the options for redesigning the project to provide additional parking. Ultimately, Affirmed proposed the project described above – 147 apartment homes with 212 total parking spaces. Affirmed determined that its project will still be viable if it increased the MTS parking allocation from 63 to 159 spaces (the current MTS parking demand). This would reduce the residential parking allocation from 117 to 53 spaces.

As it relates to the Spring Street project, Affirmed has confirmed that the current project has maximized the number of apartment homes that can be incorporated while still maintaining a project that is likely to secure funding. No additional density would be achieved by removing parking from the overall project. Similarly, Affirmed does not believe that it will have difficulty renting its apartment homes even if there is not a parking space for each one. The 35% parking ratio for the residential project is sufficient. If MTS were to require additional parking to meet the 2035 projected need, this would require the project to be redesigned to either lose density or to build more structured parking. Each of these alternatives would make the project less viable from a financing perspective.

Therefore, the proposed 159 transit parking spaces appears to meet the policy goals outlined above and will result in minimizing any adverse impacts on existing riders while maximizing the number of new riders that may be generated by the project.

Parking Summary:

MTS Transit Spaces – 159
Residential Spaces – 53
Total Parking – 212

Other Amenities:

MTS Transit Patron Restroom – Construction and Long-Term Maintenance
MTS Operator Break Room – Construction and Long-Term Maintenance
Community Room
Landscaping
Resident Bike Storage

Disposition and Development Agreement

The DDA locks in the material terms of a Ground Lease that would be executed by the CEO once the Developer has finalized its financing, grants, and building permits. The material terms include the following:

1. Term. The term of the Ground Lease shall be 99 years.
2. Density. The Project shall consist of approximately 147 residential units with an estimated bedroom count of 247 and estimated occupancy of 411 (based on 1.5 residents per bedroom). Any deviation of less than ten percent (10%) from the estimated bedroom count shall not be considered a material change under the DDA.
3. Affordability. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for two (2) staff units. In compliance with Government Code section 54222.5, at least 25% of the units shall be at affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for two (2) staff units.

4. Replacement Parking. Developer shall construct the Transit Parking Facilities substantially in conformance with a Site Plan and Scope of Work approved by the MTS Chief Executive Officer, with approximately 159 parking stalls for MTS's exclusive use.

5. Transit Amenities. Developer shall design, construct, own, operate, and maintain the following additional amenities for transit patrons and employees using the Spring Street Station: a transit patron restroom (to be available on commercial reasonable terms and hours) and a transit operations employee break room.

6. Rent. Developer shall pay to Board as rent, in arrears on an annual basis, an amount equal to five percent (5%) of Developer's annual Net Cash Flow from the operation of the Project during the prior calendar year.

7. Leasehold Mortgage Terms. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.

8. Construction Timeline. Construction of the Project is scheduled to take thirty (30) months after construction commencement to achieve substantial completion, subject to extension for "Force Majeure."

9. AB 1486 Compliance. Prior to close of escrow on the Ground Lease, the Board shall record a restrictive covenant on the Site that complies with the Surplus Land Act (specifically as required by Government Code section 54222.5).

10. Prevailing Wage and Skilled Labor Requirements. Developer's Project construction activities shall comply with paragraphs C(7) and C(8) of MTS Board Policy No. 18:

C(7): All projects approved pursuant to the program shall be considered public works for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, regardless of whether an exemption under Section 1720 of the Labor Code applies to the project.

C(8): A joint development agreement between MTS and a private entity shall include a requirement that the developer's construction comply with Public Utilities Code section 120221.5.

Compliance with California Environmental Quality Act

The Spring Street Station Transit-Oriented Development is not a "project" subject to environmental review under the California Environmental Quality ("CEQA"), Public Resources Code section 21000 *et seq.* and its implementing regulations, Title 14 of the California Code of Regulations, section 15000 *et seq.* ("State CEQA Guidelines").

The proposed development satisfies the criteria in Government Code section 65913.4 (commonly known as SB 35) for streamlined ministerial processing by the City of La Mesa, the land use authority for the development. The California Department of Housing and Community Development has determined that the City of La Mesa is a locality subject to Government Code section 65913.4's streamlined, ministerial processing, and all of the development's rental units (except for two staff units) would be restricted to lower income households for a period of 55 years. Actions that are not a "project" under CEQA or are deemed ministerial approvals do not trigger CEQA review. (State CEQA Guidelines, §§ 15268, 15378.) Likewise, because MTS's execution of the DDA and implementation of actions necessary to fulfill its obligations under the DDA, including but not limited to execution of a Ground Lease and related regulatory

agreements for the development, does not provide MTS with the discretion or authority to address any environmental effects of the development, these actions do not trigger CEQA review.

Even if the development were not deemed ministerial, however, it is categorically exempt from CEQA review under State CEQA Guidelines section 15332 (Class 32) because it is in-fill development that (a) is consistent with the applicable general plan designation and applicable general plan policies as well as with applicable zoning designation and regulations; (b) occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) is located on a project site that has no value as habitat for endangered, rare or threatened species; (d) would not result in any significant effects related to traffic, noise, air quality, or water quality; and (e) is located on a site that can be adequately served by all required utilities and public services.

None of exceptions to the categorical exemptions in State CEQA Guidelines section 15300.2 apply. The development is not located in a sensitive environment as the development impact area is within disturbed areas of the site. The cumulative impact of successive projects of the same types in the same place over time would not be significant because the development is limited in size, scope, and distance from any adjacent development and there are no reasonably foreseeable projects that would result in cumulative impacts with the development. Additionally, the development does not involve any unusual circumstances. The development's circumstances would not differ significantly from the circumstances typical of the class of projects covered by the Class 32 exemption. Accordingly, there is no reasonable possibility the development would have a significant effect on the environment due to unusual circumstances. Further, the development is not located within a scenic highway and would not result in damage to any scenic resources; is not located on a site designated pursuant to Government Code 65962.5 (hazardous waste site); and the development does not involve any improvements, modifications, or other changes to an historical resource.

Today's proposed action would:

- 1) Determine that the Spring Street Station Transit-Oriented Development is exempt from environmental review under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, sections 15268, 15378 and 15332 and Government Code section 65913.4.
- 2) Authorize the CEO to execute a Disposition and Development Agreement with Spring Street Family Housing L.P. for a Spring Street Transit-Oriented Development Project (DDA), in substantially the same format as Attachment A; and
- 3) Authorize the CEO to take all actions necessary to fulfill MTS's obligations under the DDA, including, but not limited to, executing a Ground Lease and related regulatory agreements for the project.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Disposition and Development Agreement

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD

“Board”

And

SPRING STREET FAMILY HOUSING, L.P.

“Developer”

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EXHIBITS

- A Depiction of Spring Street Property**
- B Site Map**
- C Scope of Development**
- D List of Designated Plans**
- E Schedule of Performance**
- F Draft Ground Lease**
- G Material Terms of Ground Lease**
- H Required Land Use Approvals**
- I Estimated Budget for MTS Outside Consultants pursuant to Section 213**

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”), dated for reference purposes only as of _____, 2023, is entered into by and between the **SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD**, a California public agency, also known as the San Diego Metropolitan Transit System (the “**Board**”), and **SPRING STREET FAMILY HOUSING, L.P.**, a California limited partnership (“**Developer**”), with reference to the following facts:

A. The Board is the owner of approximately 2.59 acres of land currently improved with a parking lot, located adjacent to the Spring Street Trolley Station (“**Trolley Station**”) in the City of San Diego (the “**City**”), County of San Diego, State of California, depicted on **Exhibit A** (the “**Spring Street Property**”).

B. The Board operates the Trolley Station on land adjacent to the Spring Street Property. The Spring Street Property, and the Trolley Station property are illustrated and designated on the “**Site Map**” which is attached to this Agreement as **Exhibit B**.

C. Affirmed Housing Group, Inc., a Delaware corporation (“**Affirmed**”), an affiliate of Developer, and the Board previously entered into an Exclusive Negotiation Agreement dated February 17, 2023 for a proposed transit-oriented development on a portion of the Spring Street Property (the “**ENA**”). This Agreement is the “**DDA**” that is contemplated in Section 4 of the ENA and the Board acknowledges that the Developer is a permitted assignee of Affirmed’s interest under the ENA.

NOW, THEREFORE, the Board and the Developer covenant and agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT.

A. [§ 101] Purpose of the Agreement.

The purpose of this Agreement is to provide for the development of the Project on the Site (as defined in **Section 102** below) by the Developer and to provide the terms and conditions for the lease of the Site by the Board to the Developer.

The lease and development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements. The Board has taken all actions required by applicable laws to enter into this Agreement.

B. [§ 102] The Site.

The Project (defined in **Section 103** below) will be constructed by Developer on the Spring Street Property pursuant to a right of entry permit issued as provided in the long-term Ground Lease that will be executed as set forth in **Section 201**. During the course of this Agreement, Board and the Developer will determine the ground lease parcel structure for dividing the Spring Street Property into the Residential Apartments (as defined in **Section 103(1)** below) and the Transit Parking Facilities (as defined in **Section 103(4)** below), which shall be documented in the

Ground Lease. Prior to execution of and close of escrow of the Ground Lease pursuant to **Sections 204 and 205**, Developer shall have a survey and a metes and bounds legal description and plat map prepared, for review and approval of the Board Chief Executive Officer, to document the final boundaries of the TOD Site and the Transit Parking Site, as applicable.

C. [§ 103] **The Project.**

The “**Project**” shall consist of the design, development and construction by Developer of a transit-oriented, apartment project on the Spring Street Property consisting of:

1. Residential components consisting of approximately one hundred forty-seven (147) multifamily rental apartment units constructed in five stories above a one-story parking structure, together with related amenities, improvements and accommodations (the “**Residential Apartments**”). The unit mix is estimated as follows: twenty-four (24) studios, thirty-eight (38) 1-bedrooms, forty-three (43) 2-bedrooms, and forty-two (42) 3-bedrooms. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for two (2) staff units. Any deviation of less than ten percent (10%) from the estimated unit count shall not be deemed a material change requiring approval under Section 305(b); provided that an increase in unit count by more than ten percent (10%) is hereby approved. The portion of the Spring Street Property that will be subject to the Ground Lease and contain the Residential Apartments is referred to herein as the “**TOD Site**” and is shown in **Exhibit B**.

2. All demolition, site preparation, and all other on-site and off-site improvements which are required for the construction and operation of the Project.

3. Extension (to the extent necessary) of off-site sanitary sewer, electrical, water, storm drain, telephone, cable and gas facilities required to serve the improvements.

4. Construction of the Transit Parking Facilities to accommodate the creation of the TOD Site and construction of the Residential Apartments. “**Transit Parking Facilities**” shall include the construction of approximately 159 parking stalls for Board’s exclusive use, plus the curbs, landscaping, stormwater, sidewalk, lighting, and other improvements consistent with the Transit Parking Facilities site plan shown in **Exhibit B**; Board shall approve any deviation from the parking stall plan shown in **Exhibit B**.

The Project is more particularly described in the “**Scope of Development**” which is attached to this Agreement as **Exhibit C**, which may be supplemented as the Project entitlements are processed during the term of this Agreement. The term “**Designated Plans**” shall mean all final plans and specifications for the Project, that are listed in **Exhibit D**. Developer shall design, develop and construct the Project at its sole cost and expense in accordance with the Scope of Development and the Designated Plans.

D. [§ 104] **Parties to the Agreement.**

1. [§ 105] **The Board.**

The “**Board**” is a California public agency organized and existing under the laws of the State of California, including but not limited to Public Utilities Code sections 120000, *et seq.* The principal office of the Board is located at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101-7490.

“**Board**” as used in this Agreement includes the Board and any assignee of or successor to its rights, powers and responsibilities.

2. **[§ 106] The Developer.**

The “**Developer**” is Spring Street Family Housing, L.P., a California limited partnership. The general partner of Developer is Affirmed or its affiliate (“**General Partner**”). The principal office of the Developer is c/o Affirmed Housing Group 13520 Evening Creek Drive North, Suite 160, San Diego, CA 92128.

Wherever the term “Developer” is used herein, such term shall include any permitted assignee or successor in interest as herein provided.

E. **[§ 107] Prohibition Against Change in Ownership and Control of Developer.**

1. The Developer represents and agrees that its lease of the Site, and its other undertakings pursuant to this Agreement, are and shall be used for the purpose of timely redevelopment of the Site and not for speculation in landholding. The Developer further recognizes that, in view of:

(a) The importance of the redevelopment of the Site to the general welfare of the community; and

(b) The fact that a change in ownership or control of the Developer, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of the Site; and

(c) The fact that the Site is not to be leased (except in connection with the rental of the Residential Apartments) or used for speculation, but only used for development and operation by the Developer in accordance with this Agreement; and

(d) The importance to the Board and the community of the standards for the development and the use, operation and maintenance of the Site and the subsequent rental of the Residential Apartments;

that the qualifications and identity of the Developer are of particular concern to the community and the Board. The Developer further recognizes that it is because of such qualifications and identity that the Board is entering into this Agreement with the

Developer. No voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

2. In light of the foregoing, and except as otherwise provided in this **Section 107**, the Developer, without the prior written approval of the Board, which approval may be given or withheld in the Board's sole discretion, shall not (i) assign or delegate all or any part of its rights and obligations under this Agreement; or (ii) effect any transaction which would result in any person or entity other than General Partner or its affiliate being the general partner of Developer; provided however that Developer shall be permitted to admit a tax credit investor and nonprofit managing general partner so long as the General Partner or an affiliate of Affirmed remains as a general partner.

3. This Agreement may be terminated by the Board pursuant to **Section 510** if there is any voluntary or involuntary assignment or transfer described in Subsection 1(b) above (of this **Section 107**) prior to the Close of Escrow where the Board's approval is required but has not been obtained.

4. The Developer shall promptly notify the Board of any and all changes whatsoever in the identity or degree of direct and indirect ownership of Developer and its members, partners or shareholders, of which it or any of its members, partners or shareholders have been notified or otherwise have knowledge or information.

5. Absent an express signed written agreement between the parties to the contrary, no assignment of any of the rights or obligations of Developer under this Agreement shall result in a novation or in any other way release Developer from its obligations under this Agreement. No consent by the Board to any assignment by Developer shall constitute a consent to any other assignment or commit the Board to provide its consent to any future assignment.

6. For the avoidance of doubt, the applicable terms and conditions of the Ground Lease shall supersede the terms and conditions of this **Section 107** upon the execution of the Ground Lease. In the event of any conflict or inconsistency between the terms of the Ground Lease and the terms of this Agreement after the Close of Escrow, the terms of the Ground Lease shall control.

F. **[§ 108] Schedule of Performance.**

Developer and Board shall each use commercially reasonable efforts to satisfy the conditions to Closing and shall each perform its obligations under this Agreement in accordance with the "**Schedule of Performance**" attached hereto as **Exhibit E** and incorporated herein.

The parties desire to execute the Ground Lease upon satisfaction of the conditions to Close of Escrow in **Section 205**.

II. **[§ 200] SITE DISPOSITION.**

A. **[§ 201] Lease of Site.**

1. The Board agrees to lease to Developer the Site for development of the Project in accordance with the Ground Lease. The ground lease interest in the Site (subject to the reserved rights or easements) is referred to herein as the “**Premises**”.

2. The form of “**Ground Lease**” is attached hereto as **Exhibit F**. The Commencement Date of the Ground Lease shall be the date that escrow closes and the Memorandum of Lease for the Ground Lease in the form attached to the Ground Lease (“**Memorandum of Lease**”) is recorded (“**Close of Escrow**”). The anticipated date for Close of Escrow is set forth on **Exhibit E** provided that the outside date scheduled for Close of Escrow (the “**Closing Date**”) shall be no later than June 30, 2027, as the same may be extended in writing by the Chief Executive Officer of the Board. The material terms of the Ground Lease are listed in **Exhibit G**. Before Close of Escrow, the Chief Executive Officer for the Board and the designated representative for Developer may agree to changes in the final Ground Lease document that do not materially alter the terms listed in **Exhibit G** or otherwise materially increase the obligations of the Board other than as may be required by Developer’s lenders.

B. **[§ 202] Condition of the Site.**

1. **Condition of Title.**

(a) **Title/Survey.** Developer shall cause to be prepared (i) a current, effective commitment for title insurance (the “**Title Commitment**”) issued by Corinthian Title Company (“**Title Company**”), accompanied by true, complete, and legible copies of all documents referred to in the Title Commitment as exceptions and (ii) a current ALTA-NSPS Land Title Survey of the Premises (the “**Survey**”). Developer shall determine whether the Board’s title to the Premises is satisfactory to Developer. Developer may negotiate with the Title Company or the surveyor who prepared the Survey in order to cause them to modify the Title Commitment or the Survey, as applicable, to reflect only those exceptions to title that are acceptable to Buyer (collectively, the “**Permitted Title Exceptions**”), and to commit to provide endorsements to the leasehold title policy. The Board agrees to use commercially reasonable efforts to remove all title exceptions or encumbrances shown on the Title Commitment which are objected to in writing by Developer.

(b) **Future Easements.** The parties shall cooperate reasonably regarding the grant of non-exclusive easements for (collectively the “**Future Easement Areas**”):

(1) Utility and access purposes as may be required by the Developer, City or public utility to permit drainage or extend utility service to the Project or the Trolley Station and such other future easements which might be necessary or desirable for the operation of the Project or the Trolley Station;

(2) Easements to allow for minor encroachments of the Project on the Spring Street Property and other Board right-of-way that are routine and necessary for the Project;

Such cooperation shall continue after execution of the Ground Lease to the extent that all easements have not been determined as of the date of the execution of the Ground Lease; provided however that such cooperation shall be at no cost to Developer and shall not impose any obligations on Developer to construct, repair, maintain or operate the Future Easement Areas.

(c) Elimination or Modification of Title Exceptions. Board agrees to reasonably cooperate and assist Developer in its investigations of the title exceptions and in the elimination of or modification to those title exceptions that interfere or may interfere with the development or use of the Project

2. Physical Condition. The Site and all improvements thereon shall be conveyed in an “as is” condition, with no warranty, express or implied by the Board as to the condition of the soil (or water), its geology, or the presence of known or unknown faults or as to the condition of the improvements. It shall be the sole responsibility of the Developer, at the Developer’s expense, to investigate and determine the soil (and water) condition of the Site (including improvements) and the suitability of the Site (including improvements) for the development to be constructed by the Developer. If the soil (or water) condition of the Site (including improvements), or any part thereof, is not in all respects entirely suitable for the use or uses to which the Site and improvements will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Site and the soil (and water) condition thereof (including improvements) in all respects in a condition entirely suitable for the development of the Site.

C. [§ 203] Delivery of Completed Documents.

Prior to the Closing Date, the Board and the Developer shall complete, execute, acknowledge (if required for recordation) and deliver into escrow the following documents:

1. The Ground Lease (in the form attached hereto as **Exhibit F**);
2. The Memorandum of Lease (in the form attached to the Ground Lease);
3. All documents required for construction financing of the Project by Developer and approved by Board pursuant to Section 212 below (“Developer Construction Loan”);
4. The Assignment of Construction Contract, subordinate to the rights of any construction lenders; and
5. Any other documents necessary for the disposition of the Site as contemplated in this Agreement.

D. **[§ 204] Closing.**

Close of Escrow (also referred to herein as “**Closing**”) shall be deemed to have occurred upon recording of the Memorandum of Lease. At Closing, the leasehold interest in the Site shall be conveyed and possession of the Site shall be delivered to the Developer, and the Ground Lease shall commence.

E. **[§ 205] Conditions to Execution of the Ground Lease.**

Execution of the Ground Lease is subject to the following conditions:

1. Developer Certification. Developer shall certify in writing to the Board that:

(a) the Developer is ready, willing and able, in accordance with the terms and conditions of this Agreement, to perform in accordance with the Scope of Development;

(b) all conditions precedent to Closing of which the Developer is aware (including the delivery into escrow of documents to be deposited by Developer pursuant to **Section 203** hereof, the delivery to the Board of the documents and certifications to be deposited by Developer pursuant to **Section 212** hereof, and the performance of any other obligations of Developer as set forth in the Schedule of Performance which are scheduled to be performed before the Closing Date) have been fulfilled or waived by the party entitled to waive such condition;

(c) The only condition to issuance by the City of all grading and building permits required for the development of the Project is the payment of applicable fees, and Developer will pay such fees and obtain all grading, building and other permits required for the development of the Project after Close of Escrow;

(d) Developer’s construction financing for the Project is in a position to fund and will fund at Close of Escrow;

(e) Developer has approved the physical condition of the Site, including, but not limited to, all matters disclosed by the Title Commitment or the Survey pursuant to **Section 202**; and

(f) that to the best of the Developer’s knowledge, (i) the Developer is not in violation of any order or decree of any court of competent jurisdiction or, any governmental agency having jurisdiction, which if determined adversely to the interest of Developer or its respective owners, members or partners, could materially adversely affect the Developer’s ability to construct, develop, operate and maintain the Project as set forth in this Agreement, and (ii) there are no pending or threatened judicial or administrative proceedings, which, if determined adversely to the interests of the Developer or its respective owners, members or partners, could materially adversely affect the Developer’s ability to construct, develop, operate and maintain the Project as set forth in this Agreement.

The Developer's certification shall include, if requested by the Board not later than ten (10) days after the delivery thereof; evidence reasonably satisfactory to the Board that all contracts and commitments required by this Agreement to be procured or entered into by Developer are in full force and effect as of the time of such certification, or will be in full force and effect concurrent with the Closing.

2. Condition of the Site. There shall have been no material adverse change in the physical condition of the Site following the date of execution of this Agreement.

3. Proposed New Utility Easements. Board shall have executed and recorded (or otherwise dedicated) all Proposed New Utility Easements or has agreed to execute such easements when requested by the applicable utility.

4. The Leasehold Title Policy. Escrow Holder can procure the Leasehold Title Policy insuring title in conformity with **Section 208** of this Agreement.

5. Proceedings. No legal or administrative proceeding, or moratorium, referendum, or other challenge has occurred and remains outstanding that would adversely impact Developer's ability to construct and occupy the Project within the times set forth in the Performance Schedule shall have been filed.

6. Designated Plans. Board has approved the "Designated Plans" for the Project pursuant to **Section 304** or any modification which requires Board approval pursuant to **Section 305**.

7. Financing and Project Commitments. Developer shall have delivered to the Board all of the documents and certifications referred to in **Section 212** hereof, and the Board shall have issued all approvals required of the Board under **Section 212**.

8. Reimbursement of Costs of Board's Consultants. Developer shall have deposited into Escrow sums sufficient (in the reasonable determination of the Board) to reimburse the Board for the fees, costs and expenses of its outside consultants, outside counsel, and reimbursable staff time as described in **Section 213**.

9. Developer Performance. Prior to the Closing Date, the Board shall determine that (a) all conditions precedent to the Closing have been satisfied and performed, including without limitation, Developer's performance of any other obligations of Developer as set forth in this Agreement, including without limitation the Schedule of Performance or the Scope of Development, which are scheduled to be performed before the Closing Date; and (b) Developer has performed all of its material obligations under this Agreement and is not in material default under this Agreement.

10. Board Performance. Prior to the Closing Date, Developer shall determine that (a) all conditions precedent to the Closing have been satisfied and performed, including without limitation, the Board's performance of any other obligations of the Board as set forth in this Agreement, including without limitation the Schedule of Performance or the Scope of Development, which are scheduled to be performed before the Closing Date; and

(b) Board has performed all of its material obligations under this Agreement and is not in material default under this Agreement.

11. Waiver of Conditions Precedent. The conditions precedent described in Subsections 2, 6 and 12 of this **Section 205** are for the sole benefit of Developer, and Developer unilaterally may waive any or all of such conditions. The conditions precedent described in Subsections 1, 10 and 11 of this **Section 205** are for the sole benefit of the Board, and the Board unilaterally may waive any or all of such conditions. Except as otherwise expressly provided in this Agreement, any other conditions to execution described in this Agreement may be waived only by written notice from both Developer and the Board to Escrow Holder and each other. Subject to the terms of this Agreement, Developer and Board shall use their reasonable efforts to satisfy all conditions to execution in accordance with the Schedule of Performance.

F. **[§ 206] Escrow and Escrow Instructions.**

1. The Board agrees to open an escrow for the purposes of this Agreement with Corinthian Title Company or such other escrow company or escrow department of a title insurance company as may be acceptable to both the Board and the Developer (the **“Escrow Holder”**). This Agreement, together with escrow instructions and any supplemental escrow instructions entered into by the parties consistent herewith (the **“Escrow Instructions”**), shall constitute the joint escrow instructions of the Board and the Developer with respect to the conveyance of the leasehold interest in the Site, and a duplicate original of all such documents shall be delivered to the Escrow Holder upon the opening of escrow.

2. The Board and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Holder hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Board and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Holder hereunder.

3. The Board shall not pay any fees, charges or costs in connection with the Closing; Developer shall pay all such expenses.

4. The Developer shall pay into escrow to the Escrow Holder the following fees, charges and costs promptly after the Escrow Holder has notified the Board of the amount of such fees, charges and costs prior to the Closing Date:

(a) All: (i) escrow fees, (ii) city or county transfer, conveyance or documentary taxes or fees, and (iii) recording and notary fees; and

(b) The premium for the Leasehold Policy referred to in **Section 208** below and any lender’s policy required in connection with the Developer’s Construction Loan.

5. The Escrow Holder is authorized to:

(a) Pay, and charge the Developer, for any fees, charges and costs payable under this Section to third parties. Before such payments are made, the Escrow Holder shall notify the Board and the Developer of such fees, charges and costs;

(b) Deliver the Ground Lease and other documents (including those referred to in **Section 203** hereof) to the parties entitled thereto when the conditions of the escrow have been fulfilled by the Board and the Developer;

(c) Record the Memorandum of Lease and any instruments delivered through this escrow if necessary or proper to vest an enforceable leasehold interest in the Developer in accordance with the terms and provisions of this Agreement; and

(d) Do all things necessary and authorized to be done to fulfill this Agreement and the escrow instructions.

6. If the escrow is not in condition to permit the delivery of the Ground Lease, recordation of the documents listed in **Section 206(5)(c)** above (if not previously recorded), recordation of the Memorandum of Lease, and recordation of any documents in connection with any Developer Construction Loan by the Closing Date, either party who is not then in default hereunder may, in writing, terminate this Agreement as provided in **Sections 509 and 510** (including any cure period) and demand the return of its money, papers, documents, or real property. Thereupon all rights, liabilities, duties and obligations of the parties under this Agreement shall be determined as provided in **Sections 509-511** hereof. No termination or demand for return shall be recognized until ten (10) days after the Escrow Holder shall have mailed copies of such demand to the other party at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Holder and to the other party within the 10-day period. If any objections are raised within the 10-day period, the Escrow Holder is authorized to hold all money, papers and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as the conditions contained in this Agreement concerning the conveyance of the leasehold interest in the Site have been satisfied.

7. The Escrow Holder shall not be obligated to return any such money, papers or documents except as provided in **Subsection 6** above, or upon the written instructions of both the Board and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

8. Any amendment to the Escrow Instructions shall be in writing and signed by both the Board and the Developer. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as Escrow Holder under such amendment.

9. All communications from the Escrow Holder to the Board or the Developer shall be directed to the addresses and in the manner established in **Section 601** of this

Agreement for notices, demands and communications between the Board and the Developer.

10. The liability of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Agreement and the Escrow Instructions, and any supplemental escrow instructions delivered to and accepted by the Escrow Holder.

11. Each party hereto represents to the other that it has not authorized any broker or finder to act on its behalf in connection with this Agreement and that it has not dealt with any broker or finder purporting to act on behalf of any party. Each party hereto agrees to indemnify, defend and hold harmless the other party from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Notwithstanding anything to the contrary contained herein, this section shall survive the Closing or any termination of this Agreement.

G. [§ 207] Deposit of Monies and Recordation of Documents.

The parties hereto shall each deposit any monies required to close the escrow with the Escrow Holder prior to the Closing Date; provided that the Escrow Holder shall have notified the parties hereto in writing that the Ground Lease, the Memorandum of Lease and other documents referred to in **Section 203** hereof have been delivered to the Escrow Holder and that title is in the condition to be conveyed in conformity with the provisions of **Section 202** of this Agreement. The Escrow Holder shall cause the Title Company to deliver to the Developer a leasehold title insurance policy insuring title in conformity with **Section 208** of this Agreement, deliver to the parties fully executed duplicate originals of the Ground Lease, and record the Memorandum of Lease in the Official Records of the County Recorder for the County of San Diego. The Ground Lease shall not be recorded.

The parties agree to perform all acts necessary for recordation in sufficient time to close escrow in accordance with the provisions of this Agreement.

H. [§ 208] Title Insurance.

Concurrently with the recordation of the Memorandum of Lease and the delivery of the executed duplicate originals of the Ground Lease to the parties, Title Company or such other title insurance company approved by the Board and satisfactory to the Developer shall provide and deliver to the Developer a title insurance policy insuring that the leasehold title in the Site is vested in the Developer subject only to the Permitted Title Exceptions and all standard exceptions and exclusions from coverage set forth in the form of title policy ("**Leasehold Title Policy**"). The Leasehold Title Policy shall be in such amount as the Developer and the Title Company may agree. At Developer's option and sole cost, and provided that the Closing is not thereby delayed, Developer may obtain an ALTA extended coverage leasehold owners policy of title insurance, subject only to the Approved Title Exceptions and such exceptions and other matters as are

revealed by or result from the ALTA survey. The Title Company shall provide the Board with a copy of the Leasehold Policy.

I. **[§ 209] Taxes and Assessments.**

Ad valorem taxes and assessments, if any, levied, assessed or imposed on the Site during any period prior to the Commencement Date of the Ground Lease shall be borne by the Board. Ad valorem taxes and assessments (including possessory interest taxes), if any, levied, assessed or imposed on the Site during any period commencing after the Commencement Date of the Ground Lease shall be borne by the Developer, pursuant to the Ground Lease.

J. **[§ 210] Occupants of the Site.**

The Site shall be conveyed free of any possession or right of possession except that of the Developer, subject to the rights of the Board pursuant to any applicable easements or other rights on title.

K. **[§ 211] Required Land Use Approvals.**

Developer, at its sole cost and expense, shall use its commercially reasonable efforts to obtain all approvals, permits and authorizations from governmental and quasi-governmental agencies and other parties required for the development of the Project, including without limitation the approvals listed in **Exhibit H** attached hereto (the “**Required Land Use Approvals**”). Developer’s rights and obligations to lease the Site pursuant to this Agreement shall be subject to, and conditioned, upon, the Developer’s obtaining all the Required Land Use Approvals.

1. **Compliance with California Environmental Quality Act.**

The Project is not subject to environmental review under the California Environmental Quality (“CEQA”), Public Resources Code section 21000 *et seq.* and its implementing regulations, Title 14 of the California Code of Regulations, section 15000 *et seq.* (“State CEQA Guidelines”). The Project satisfies the criteria in Government Code 65913.4 (commonly known as SB 35) for streamlined ministerial processing by the City of La Mesa, the land use authority for the Project, and is therefore not considered a “project” subject to CEQA under Public Resources Code section 21065 and State CEQA Guidelines section 15378. Ministerial approvals do not trigger CEQA review under State CEQA Guidelines section 15268. Even if the Project were not deemed ministerial, however, the Project is categorically exempt from CEQA review under State CEQA Guidelines section 15332 (Class 32).

2. **Developer Covenant to Defend this Agreement.**

The Developer acknowledges that the Board is a “public entity” and/or “public agency” as defined under applicable California law. Therefore, the Board must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public body, the Board’s action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The

Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the Board's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the Board is determined to have occurred. If a third-party files a legal action regarding the Board's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the Board may terminate this Agreement on thirty (30) days written notice to the Developer of the Board's intent to terminate this Agreement, referencing this **Section 211(2)**, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the Board, with legal counsel reasonably acceptable to the Board, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of the Board's notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may offer to defend the Board, with legal counsel reasonably acceptable to the Board, in the third-party legal action and pay all of the court costs, reasonable attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the Developer must be in writing and reasonably acceptable to the Board in both form and substance. Nothing contained in this **Section 211(2)** shall be deemed or construed to be an express or implied admission that the Board is liable to the Developer or any other person or entity for damages alleged from any alleged or established failure of the Board to comply with any statute, including, without limitation, CEQA.

L. **[§ 212] Submission of Evidence of Financing and Project Commitments.**

The Developer shall report regularly as requested by the Board (but at least every three (3) months) on its progress in obtaining financing for the development on the Site. The reports may be oral, or shall be in writing if requested by the Board. The reports shall explain in reasonable detail the sources and methods of financing sought, the status of obtaining the financing and the issues, if any, which must be resolved, and the pre-leasing activity which is required or has been achieved. The information in the reports shall remain confidential to the extent permitted by law, recognizing without limitation that they are subject to review by responsible officials, employees and contractors of the Board.

Not later than the times specified therefor in the Schedule of Performance, the Developer shall submit to the Board for approval, which approval shall not be unreasonably withheld, the following:

1. A current certified financial statement or other financial statements or forms of financial confirmation, in such form reasonably satisfactory to the Board, evidencing the sources of capital sufficient to demonstrate that the Developer has adequate funds and is committing such funds to cover the construction costs and other costs the Developer is expected to incur in fulfilling the obligations of this Agreement ("**Project Commitments**").
2. Evidence satisfactory to the Board that the Developer has obtained the financing necessary for the ground lease and development of the Project in accordance with

this Agreement. Such evidence of financing shall include the following, certified by the Developer to be true and correct copies thereof (collectively, “**Evidence of Financing**”):

(a) A copy of the term sheet describing the details of the terms and conditions of the mortgage loan or loans obtained by the Developer (both for interim construction financing and take out financing if a condition of funding the construction loan) to assist in financing the construction of the Project; and

(b) Evidence satisfactory to the Board of sources of equity capital sufficient to demonstrate that the Developer has adequate funds legally committed to cover the difference, if any, between construction cost minus financing authorized by mortgage loans, and evidence of Developer’s financial ability to meet normally anticipated cost over-runs.

3. Evidence satisfactory to the Board that Developer has obtained, in form and substance acceptable to the Board, all permits, approvals and authorizations of any type required for the design, development, construction, use and operation of the Project, other than grading and building permits and those inspections, certificates of occupancy and other approvals that are only available after construction has commenced or been completed.

4. Evidence satisfactory to the Board that Developer has obtained, in form and substance acceptable to the Board, all easements, encroachment agreements, licenses and other off-site rights required for the development, construction, use and operation of the Project.

It is the purpose of this procedure to ensure to the satisfaction of the Board that the leasehold interest in the Site will not be conveyed unless and until Developer demonstrates that it has sufficient financing and development commitments to commence and complete the construction of all of the improvements to be constructed pursuant to this Agreement. Prior to the close of escrow, the Developer shall provide or cause to be provided to the Board any additional evidence reasonably required by the Board to establish that all items required under this Section are current and in full force and effect.

The Board shall approve all evidence, contracts and commitments required under this Section within the time established therefor in the Schedule of Performance except as otherwise set forth in this Section. Such approval shall not be unreasonably withheld. Any disapproval shall be given in writing with the specific reasons therefor. In the event the Board shall disapprove any evidence, contracts or commitments required under this Section, the Developer may revise and resubmit the same within thirty (30) days of receipt of the Board’s written disapproval.

M. [§ 213] Reimbursements by Developer.

Developer shall reimburse the Board for the fees, costs and expenses of its outside consultants related to the Project and this Agreement. An estimated budget for the Board’s outside consultant costs is attached as **Exhibit I**. This estimate is only for budgeting purposes and shall not be considered a cap or limit on the amount of Board’s reimbursable expenses. As soon as practicable after determining that expenses are anticipated to exceed the estimate in Exhibit K,

Board shall advise Developer and provide documentation for the basis of and need for the additional expenditures. This obligation shall survive the Close of Escrow or the termination of this Agreement. Developer shall deposit with Escrow Holder on or before the Closing Date sums sufficient (in an amount reasonably documented and, to the extent not already incurred, reasonably estimated by the Board) to reimburse the Board for such fees, costs and expenses, which sums shall be paid to Board through Escrow at Close of Escrow. After Close of Escrow, if Board determines that the amount deposited was not sufficient to cover the costs described above, Developer shall reimburse the Board for such additional costs within thirty (30) days of the Board's written request together with reasonable evidence of such charges and payment. If after payment of such fees, costs and expenses, any balance of such deposits remains, such balance shall be refunded promptly to the Developer together with reasonable evidence of such charges and payment. The Board shall not have authority to impose additional costs, expenses or reimbursement obligations on Developer except as expressly set forth herein.

III. **[§ 300] DEVELOPMENT OF SITE.**

A. **[§ 301] Development of Site.**

1. **[§ 302] Scope of Development.**

The Developer shall develop the Site with the Project as provided in the Scope of Development.

2. **[§ 303] No Approved Drawings and Plans.** No final plans or drawings have been submitted or approved by the Board as of the date hereof. The Chief Executive Officer of the Board is authorized to approve all plans, drawings and other design elements for the Project as described hereinbelow on behalf of Board.

3. **[§ 304] Construction Plans, Drawings and Related Documents.**

(a) The Developer shall prepare and submit to the Chief Executive Officer of the Board for architectural and site planning review and written approval the construction plans, drawings and related documents defined in the Scope of Development as the “**Designated Plans**” at the times established in the Schedule of Performance, subject to extensions as are authorized herein or as mutually agreed to by the parties hereto. Developer shall also promptly provide Board upon request, for the Board's information (not approval), copies of all other plans, drawings and related documents for the development of the Site, including any proposed changes therein.

(b) Board staff and the Developer shall hold regular progress meetings to coordinate review of the Designated Plans and related documents by the Board. The Board and Developer shall communicate and consult informally as frequently as is necessary to ensure that the Designated Plans receive prompt and speedy consideration by the Chief Executive Officer of the Board.

(c) If any revisions or corrections of plans approved by the Board shall be required by any government official, agency, department or bureau having

jurisdiction, or any lending institution involved in financing, the Developer and the Board shall cooperate in efforts to obtain a waiver of such requirements or to develop a mutually acceptable and commercially reasonable alternative.

4. **[\§ 305] Board Approval of Plans, Drawings and Related Documents.**

Board shall have the right of review (including, but not limited to, architectural review) and approval of the Designated Plans, including any proposed changes therein. Board shall not unreasonably withhold approval of the Designated Plans.

The Developer has retained Architect Orange as the architect for the Project through construction completion, provided, however, that Developer may retain a substitute or additional architect if Board approves in writing, such approval not to be unreasonably withheld, in advance of any substitution occurring prior to Close of Escrow.

(a) Approval of Designated Plans. The Board shall approve, conditionally approve, or disapprove the Designated Plans within the times established in the Schedule of Performance. Any disapproval shall state in writing the reasons for disapproval and the steps which must be taken to achieve such approval. The Developer, upon receipt of a disapproval, shall revise such portions of the plans, drawings or related documents in a manner that satisfies the reasons for disapproval, and shall resubmit such revised portions to the Board as soon as possible after receipt of the notice of disapproval, but in no event more than fifteen (15) calendar days after receipt of the notice of disapproval. The Board shall approve or disapprove such revised portions in the same manner and as soon as possible after receipt of such revised portion, but in no event more than fifteen (15) calendar days after receipt thereof.

(b) Approval of Changes to the Designated Plans. Once the Designated Plans have been approved by the Board, the following changes shall be presented to the Chief Executive of the Board for approval (1) material reduction to the residential unit count of more than 10%; (2) material changes the exterior appearance of the Project buildings; (3) material changes to the exterior landscaping plan for the Project; (4) material changes to the Project's interior access roads or pedestrian pathways; (5) or other material changes to the scope of the Development. The Chief Executive of the Board shall approve, conditionally approve, or disapprove any proposed changes to the Designated Plans as soon as possible after receipt of the notice of proposed change, but in no event more than fifteen (15) calendar days after receipt thereof. Any disapproval shall be handled in the same process set forth in **Section 305(b)** above.

(c) The Board neither undertakes nor assumes nor shall it have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development or construction of the Project, whether with respect to the quality, adequacy or suitability or the plans, any labor, service, equipment or material furnished to the Project, any person furnishing the same or

otherwise. Developer and all third parties shall rely upon its or their own judgment with respect to such matters, neither Developer nor any third party is entitled to rely on any review, inspection, supervision, exercise of judgment or information supplied to the Developer or to any third party by the Board in connection with this Agreement.

The parties shall prepare and attach to the Ground Lease at Closing a schedule describing the plans, drawings, and related documents which have been approved by the Board.

5. **[§ 306] Cost of Construction.**

The entire cost of constructing the Project on the Site shall be borne by the Developer. The Board and the Developer shall each pay the costs necessary to administer and carry out their respective responsibilities and obligations under this Agreement.

6. **[§ 307] Indemnification.**

To the fullest extent permitted by law, the Developer shall indemnify, protect, defend and hold harmless the Board and its officers, employees and agents, from and against all liability, loss, damage, costs, or expenses of any kind (including court costs and attorneys' fees) arising from or as a result of: (a) any and all challenges to this Agreement, the Project or the related entitlements; and (b) any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Affirmed Land prior to the completion of the Project and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of the Developer, its agents, employees and contractors, or any of them, including but not limited to, claims of negligent or defective design or construction before Close of Escrow or termination of this Agreement, regardless of whether any such liability, loss, damage, costs, or expense occurs before or after Close of Escrow or termination of this Agreement. These indemnity obligations shall survive the expiration or termination of this Agreement. Developer's obligations under this Section exclude claims, losses or liability which is due to the sole negligence, willful misconduct, or violation of law by the Board or its officers, employees and agents.

7. **[§ 308] Local, State, and Federal Laws.**

The Developer shall comply with all applicable laws, including all applicable federal and state labor standards.

8. **[§ 309] City and Other Governmental Board Permits.**

Before commencement of any work or improvement upon the Site, the Developer shall secure or shall cause to be secured, any and all permits, approvals or certificates which may be required by the Board, the City or any other governmental agency with jurisdiction over the Site or over the construction, development or work contemplated under this

Agreement. The Board shall cooperate with Developer and provide all proper assistance to the Developer in securing these permits and certificates and any other approvals required for the Project in order to meet the time periods set forth in the Schedule of Performance; provided that the Board shall not be required to incur any expense in connection with providing any such assistance.

9. **[§ 310] Taxes, Assessments, Encumbrances and Liens.**

The Developer shall not place or allow to be placed on fee title to the Site, or any portion thereof, any mortgage, trust deed, or similar encumbrance or lien and the Developer shall remove, or shall have removed, any levy or attachment made on the fee title to the Site, or any portion thereof, or shall assure the satisfaction thereof within a reasonable time; provided however that encumbrances and liens shall be permitted on Developer's leasehold title pursuant to the terms of the Ground Lease. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any encumbrance or lien, nor to limit the remedies available to the Developer with respect thereto, provided such contest does not subject the Site, or any portion thereof, to forfeiture or sale.

B. **[§ 311] Sale of Developer's Interest in the Project.**

Except as otherwise expressly provided in this Agreement, the Developer shall not under any circumstances be entitled to assign this Agreement or any of the rights herein, without the prior written consent of the Board, which may be granted or withheld in the reasonable discretion of Board.

If, contrary to the provisions of this Agreement, the Developer does assign this Agreement or any of the rights herein, or any change in the ownership or control of Developer in violation of **Section 107** occurs, in addition to all other legal and equitable remedies the Board may be entitled to, the Board shall be entitled to recover from Developer the total consideration received by Developer for such sale, transfer, conveyance or assignment. Said consideration shall belong and be paid immediately to the Board.

Notwithstanding anything to the contrary contained herein, in the event of any conflict or inconsistency between the terms of the Ground Lease and the terms of this Agreement after the Close of Escrow, the terms of the Ground Lease shall control.

IV. **[§ 400] USE OF THE SITE.**

A. **[§ 401] Inspection of the Site.**

1. Developer has fully and independently inspected and assessed the condition of the Site and any other information deemed pertinent by Developer to its ground lease, use or development of the Site (including any title, survey, permits, approvals, laws, statutes, rules, ordinances and other governmental regulations or requirements applicable to the Site), and has approved the same in its sole discretion. Before the Close of Escrow, Developer shall have the continuing right to physically inspect, and to cause one or more engineers or other representatives of Developer to physically inspect, the Site without interfering with the Board's operation of the Site. Developer shall make such inspections

in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Developer relating to the inspection of the Site will be solely at Developer's expense. The Board shall cooperate reasonably with Developer in providing access to the Site for such inspections. The Board hereby reserves the right to have a representative present when Developer conducts any inspection of the Site. Prior to and as a condition to Developer making each physical inspection of the Site, Developer shall adhere to the Board's published procedures regarding site access and inspection.

2. Developer shall indemnify, protect, defend (with counsel approved by the Board) and hold harmless the Board, its contractors and employees from and against any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses and damages (including reasonable attorneys' fees and court costs) sustained by or threatened which result from or arise out of any inspections of the Site or any other entry onto the Site by Developer, its contractors, employees, agents or representatives, however caused. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the Execution of an Amended and/or Restated Agreement or the earlier termination of this Agreement.

3. Developer shall deliver to the Board, within five (5) Business Days after a request, copies of all studies, reports and similar information, including all supplements, addenda and updates of such information, regarding the physical condition of the Site (e.g., soils, geotechnical, hydrological, and environmental reports, studies, assessments and tests) obtained by Developer.

B. [§ 402] Hazardous Substances.

1. Developer shall not, without the Board's prior written consent, use, store, generate, dispose or otherwise allow any "**Hazardous Substances**" (as defined below) onto the Site.

2. Developer shall comply with all rules, laws and regulations relating to Hazardous Substances which Developer uses, stores or allows on the Site.

3. Developer shall not cause the unlawful release, deposit, discharge or disposal of any Hazardous Substances on or around the Site or permit the unlawful release, deposit, discharge or disposal of any Hazardous Substances on the Site.

4. Except for bioretention tanks installed in accordance with applicable laws, no above or underground storage tanks shall be installed or maintained on the Site without Board's prior express written approval.

5. Developer shall be responsible for posting on the Site any signs required by any state, federal or local law, including, without limitation, Section 25249.6 of the California HEALTH AND SAFETY CODE and regulations promulgated pursuant thereto. Developer shall also complete and file any business response plans or inventories required by any state, federal or local law, including, without limitation, Chapter 695 of the California HEALTH AND SAFETY CODE and regulations promulgated pursuant thereto.

Developer shall concurrently file a copy of any such business response plan or inventory with Board.

6. Developer shall defend, indemnify and hold harmless the Board and its officers, employees, and agents from any claims, liability, injury, damage, costs or expenses (including without limitation, attorneys' fees and the cost of any cleanup, testing, remediation, removal or disposal of Hazardous Substances) relating to or arising out of any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Site by Developer, its contractors, employees or agents, or arising as a result of Developer's violation of the provisions of this Section. The obligations of this paragraph shall survive the expiration or termination of this Agreement, but shall terminate upon Developer's sale of its leasehold interest in the Site in compliance with the terms of the Ground Lease.

7. Developer hereby releases the Board and its officers and employees from any claims, liability, injury, damage, costs or expenses (including without limitation, attorneys' fees and the cost of any cleanup, testing, remediation, removal or disposal of Hazardous Substances) relating to or arising out of any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Site; provided, however, that this release shall not apply to any Hazardous Substances released, deposited, discharged or disposed onto, under or around the Site solely by Board or its officers or employees after the Close of Escrow. Developer agrees as to the matters released to waive the benefits of Section 1542 of the CIVIL CODE of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Developer's Initials

Board's Initials

The obligations of this paragraph shall survive the expiration or termination of this Agreement.

8. The term "**Hazardous Substances**", when used in this Agreement, shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Title 42 United States Code 9601-9662), the Resource Conservation and Recovery Act (Title 42 United States Code 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code 25300-25395), and the Hazardous Waste Control Law (California Health and Safety Code 25100-25250.25). "Hazardous Substances" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

C. **[§ 403] Obligation to Refrain from Discrimination.**

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, ancestry, national origin, religion, disability (mental or physical), sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, familial status, or source of income, in connection with the construction of the Project or in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, nor shall the Developer itself or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, or sublessees of the Site.

D. **[§ 404] Effect and Duration of Covenants.**

1. The covenants established herein shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Board, its successors and assigns, and any successor in interest to the Site or any part thereof.

2. The covenants contained in this Agreement shall remain in effect as follows:

 (a) All indemnity and release obligations shall survive the termination of this Agreement.

 (b) The obligations of Developer under Subsection (3) of Section 401 shall survive the termination of this Agreement.

 (c) All other covenants in this Agreement shall terminate upon the Close of Escrow.

3. The duties and obligations of the Lessee under the Ground Lease are separate and independent from the duties and obligations of the Developer under this Agreement, and a breach by the Developer under this Agreement shall not be deemed a breach under the Ground Lease. No (i) Transferee (as that term is defined in the Ground Lease) of the Lessee's interest under the Ground Lease, (ii) Permitted Mortgagee (as defined in the Ground Lease), (iii) tenant under a new lease or its subsequent assignees, or (iv) a foreclosing Permitted Mortgagee or its subsequent assignees, shall be responsible for any of the obligation of the Developer under this Agreement and no such party described in (i)-(iv) above shall be considered a "successor or assign" under this Agreement.

E. **[§ 405] Effect of Violation of the Terms and Provisions of this Agreement.**

The Board shall have the right in the event of any breach of the terms and provisions of this Agreement, to exercise all rights and remedies available at law, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches.

V. **[§ 500] DEFAULTS, REMEDIES AND TERMINATION.**

A. **[§ 501] Defaults – General; Notice.**

A failure or delay by any party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The non-defaulting party shall give written notice of default to the defaulting party, specifying the default complained of and the actions required to cure the default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. A party shall be deemed in material default of this Agreement, and the party not in default shall have the remedies described below, if either: (1) a monetary default is not cured within ten (10) days after service of the notice of default; or (2) a non-monetary default is not cured within thirty (30) days after service of the notice of default; or (3) a non-monetary default which cannot reasonably be cured within thirty (30) days is not (a) commenced to be cured within thirty (30) days after service of the notice of default, (b) pursued diligently, and (c) cured promptly within a reasonable period of time after commencement of the cure.

Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies, or deprive a party of its right to institute and maintain any actions or proceedings which are allowed by this Agreement.

B. **[§ 502] Legal Actions.**

1. **[§ 503] Institution of Legal Actions.**

Any legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court in that County, or in the Federal District Court for the Southern District of California.

2. **[§ 504] Applicable Law.**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. **[§ 505] Acceptance of Service of Process.**

In the event that any legal action is commenced by the Board against the Developer, service of process on the Developer shall be made by personal service, or in such manner as may be provided by law, and shall be valid whether made within or without the State of California.

C. **[§ 506] Rights and Remedies are Cumulative.**

Except with respect to rights and remedies which are expressly declared to be exclusive in this Agreement, the rights and remedies of any non-defaulting party are cumulative and the exercise of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the defaulting party.

D. **[§ 507] Damages; Specific Performance.**

If a party defaults with regard to any of the provisions of this Agreement, after notice and opportunity to cure as provided in **Section 501** above; the defaulting party shall, except as otherwise expressly provided in this Agreement, be liable to the other party for damages caused by such default, and the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement, or exercise any other remedy or remedies which it may be entitled to.

E. **[§ 508] Remedies and Rights of Termination.**

1. **[§ 509] Termination by Developer.**

In addition to any other termination rights of Developer set forth in this Agreement, the Developer may terminate this Agreement, so long as the Ground Lease has been executed, if:

(a) any of the conditions to Close of Escrow in **Section 205** for Developer's benefit are not satisfied or waived by Developer; or

(b) the Board fails to execute and deliver the Ground Lease or fails to perform any of its other obligations under this Agreement (including any Attachment to this Agreement) within the time established therefor herein or in the Schedule of Performance.

2. **[§ 510] Termination by Board.**

In addition to any other termination rights of the Board set forth in this Agreement, but subject to the notice and cure provisions of **Section 501**, the Board at its option may terminate this Agreement, so long as the Ground Lease has not been executed, if:

(a) the Developer assigns or attempts to assign this Agreement, or any rights herein, or makes or attempts to make any total or partial sale, transfer or conveyance of the whole or any part of Developer's leasehold interest in the Site or the improvements thereon, except as permitted by this Agreement or the Ground Lease (after execution of the Ground Lease); or

(b) there is change in the ownership of the Developer, or with respect to the identity of the parties in control of the Developer, or the degree thereof contrary to the provisions of **Section 107** hereof except as permitted by the Ground Lease; or

(c) the Developer fails to diligently pursue or to obtain and submit to the Board the Evidence of Financing and Project Commitments described in **Section 212** of this Agreement within the time established therefor in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(d) the Developer fails to execute and deliver the Ground Lease within the time established therefor in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(e) the Developer fails to perform any of its other obligations under this Agreement (including any Attachment to this Agreement) within the time established therefor herein or in the Schedule of Performance and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(f) any of the conditions to Close of Escrow in **Section 205** for the Board's benefit are not satisfied or waived by the Board; or

(g) the Developer fails to timely pay or reimburse the Board for any costs or expenses incurred by the Board with respect to the Site which are to be borne by the Developer under this Agreement; or

(h) the Developer fails to perform all of Developer's indemnity obligations to Board under this Agreement, including, but not limited to, those set forth in **Sections 307, 401, and 402**.

3. **[§ 511] Effect of Termination.**

(a) No expiration or termination of this Agreement shall affect Developer's indemnity obligations to the Board under this Agreement, including, but not limited to, those set forth in **Sections 307, 401, and 402**. The obligations of Developer under Subsection (3) of **Section 401** and Developer's release under Subsection 7 of **Section 402** shall survive the termination of this Agreement. Notwithstanding the foregoing, Developer's obligations herewith shall terminate upon a sale of Developer's leasehold interest in compliance with the Ground Lease.

(b) The deposits and payments made by the Developer under the ENA, this Agreement or separate agreement to reimburse the Board for the fees, costs and expenses of the Board's outside consultants, attorneys and reimbursable staff time shall be retained by the Board until the total amount of such fees, costs and expenses is determined and paid. Any balance of such deposits remaining (after payment of such fees, costs and expenses) shall be refunded promptly to the Developer.

VI. **[§ 600] GENERAL PROVISIONS.**

A. **[§ 601] Notices, Demands, and Communications Between the Parties.**

Unless otherwise specifically provided herein, all formal notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or by Federal Express (or similar reputable express delivery service), or by email transmission with verification of receipt and back-up copy mailed the same day, or as of the second Business Day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

For the Board: Chief Executive Officer
Metropolitan Transit Development Board
1255 Imperial Avenue, Suite 1000
San Diego, California 92101-7490
Email: sharon.cooney@sdmts.com

with a copy to:

General Counsel
Metropolitan Transit Development Board
1255 Imperial Avenue, Suite 1000
San Diego, California 92101-7490
Email: karen.landiers@sdmts.com

For the Developer: c/o Affirmed Housing Group
13520 Evening Creek Drive N, Suite 160
San Diego, California 92128
Attn: James Silverwood

with a copy to:

Katten Muchin Rosenman LLP
Attn: David P. Cohen, Esq.
2029 Century Park East, Suite 2600
Los Angeles, California 90067-3012
Email: david.cohen@kattenlaw.com

Addresses for notice may be changed by written notice sent in the manner provided above.

B. [§ 602] Conflicts of Interest.

No member, official or employee of the Board shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he, or she is, directly or indirectly, interested.

C. [§ 603] Warranty Against Payment of Consideration for Agreement.

The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

D. [§ 604] Nonliability of Board Officials and Employees.

No member, official, or employee of the Board shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the Board or for any amount which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement.

E. **[§ 605] Enforced Delay; Extension of Time of Performance.**

In addition to specific provisions of this Agreement, delays in performance (other than the payment of money) by either party hereunder shall not be deemed to be a default where and to the extent that such delays in performance are due to war; insurrection; strikes or lock-outs (except strikes or lockouts caused by a labor dispute between Developer, its agents or contractors and the labor force under strike or lockout conditions); riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics, quarantine restrictions; pandemics, and other public health emergencies or government ordered work shutdowns freight embargoes; lack of transportation (which could not have been avoided with reasonable diligence and planning by Developer); governmental restrictions or priority; litigation directly impacting Developer's ability to proceed with Project; unusually severe weather; inability to secure necessary labor, materials or tools (which could not have been avoided with reasonable diligence and planning by Developer); acts of the other party; or any other causes beyond the control (and without the fault) of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if the party claiming such extension sends notice to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Chief Executive Officer and the Developer.

F. **[§ 606] Inspection of Books and Records.**

The Board has the right at all reasonable times to inspect the books and records of the Developer pertaining to the Site and the Project as pertinent to the purposes of this Agreement.

G. **[§ 607] Approvals.**

Unless otherwise expressly provided herein, approvals required of the Board or the Developer shall not be unreasonably withheld and approval or disapproval shall be given within the time set forth in the Schedule of Performance or, if no time is given, within a reasonable time. Unless otherwise expressly provided herein, the Chief Executive Officer of the Board or his/her designee shall have the authority to issue all approvals and disapprovals on behalf of the Board required or allowed hereunder.

H. **[§ 608] Severability.**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

I. **[§ 609] Gender, Number.**

Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural.

J. **[§ 610] Business Days.**

“**Business Day**” means a day that is not a Saturday, Sunday, MTS Administration or federal bank holiday. If the last day for performance of an act falls upon a day that is not a Business Day, such last day shall be the next following regular Business Day.

K. **[§ 611] Captions.**

Captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

L. **[§ 612] Entire Agreement.**

This Agreement, together with any other written document referred to herein, embodies the entire agreement and understanding between the parties regarding the subject matter hereof, and any and all prior or contemporaneous oral or written representations, agreements, understandings or statements shall be of no force and effect.

M. **[§ 613] Recitals; Exhibits.**

Any recitals set forth above and any attached exhibits are incorporated by reference into this Agreement.

N. **[§ 614] Authority of Signatories.**

Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable said signatory to enter into this Agreement.

O. **[§ 615] Modifications.**

No modification, waiver or discharge of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought. Any material amendments to this Agreement must be approved by the Board’s Board of Directors.

P. **[§ 616] Attorneys’ Fees and Legal Expenses.**

Should any party hereto institute any action or proceeding in court or any arbitration or similar proceeding to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party(ies) shall be entitled to receive from the losing party(ies) all reasonable attorneys’ fees and all court costs in connection with said proceedings.

Q. **[§ 617] Preparation of Agreement.**

No inference, assumption or presumption shall be drawn from the fact that a party or its attorney prepared or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting of this Agreement.

R. **[§ 618] Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be original and all of which shall constitute one and the same document.

S. **[§ 619] Certificates.**

At any time and from time to time, each party (“**Responding Party**”) agrees to sign and deliver to the other party (“**Requesting Party**”) within ten (10) days after receipt of written request therefor a statement certifying that (a) this Agreement is unmodified and in full force and effect (or, if such is not the case, so stating and setting forth any modifications), (b) that, to the Responding Party’s knowledge, the Requesting Party is not in breach hereunder (or, if such is not the case, so stating and setting forth any alleged breaches), and (c) any other information reasonably related to the status of this Agreement. Such certification may be conclusively relied on by the Requesting Party, any equity investor of Developer, and any title insurance company insuring title to the Site.

T. **[§ 620] Successors and Assigns.**

Subject to the provisions of this Agreement restricting or prohibiting assignment, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties.

U. **[§ 621] Joint and Several Liability.**

If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

V. **[§ 622] No Third Party Beneficiaries.**

This Agreement has been made and is made solely for the benefit of the Board and the Developer and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

VII. **[§ 700] Time for Acceptance of Agreement by Board.**

Execution and delivery of this Agreement by the Developer to the Board shall be considered an offer by Developer to enter into this Agreement. If this Agreement is not authorized, executed and delivered by the Board within seven (7) days after the date of signature by the Developer, the offer to enter into this Agreement may be terminated by the Developer on written

notice to the Board. The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is fully executed by both Developer and the Board.

IN WITNESS WHEREOF, Board and Developer have duly executed this Agreement as of the day and year first written above.

“**Board**”

San Diego Metropolitan Transit Development Board, a California public agency also known as the Metropolitan Transit System

By: _____
Chief Executive Officer

APPROVED AS TO FORM

By: _____
Karen Landers
General Counsel

“**Developer**”

SPRING STREET FAMILY HOUSING, L.P., a California limited partnership

By: Affirmed Housing Group, Inc.

Its: General Partner

By: _____
Name: _____
Title: _____

EXHIBIT A

Depiction of Spring Street Property (Entire Parcel)



EXHIBIT B

Draft Site Plan

SPRING STREET TROLLEY VILLAGE

CITY OF LA MESA
SB35 PRELIMINARY SUBMITTAL



PROJECT TEAM

APPLICANT

AFFIRMED HOUSING

13250 EVENING CREEK DRIVE N., SUITE 160
SAN DIEGO, CA 92128
CONTACT: MARIE ALLEN
(816) 853-2241
MARIE@AFFIRMEDHOUSING.COM

ARCHITECT

DAHIN GROUP

501 W. BROADWAY, SUITE 1080
SAN DIEGO, CA 92101
CONTACT: ALAN DARPINI
(619) 489-5206
ALAN.DARPINI@DAHINGROUP.COM

LANDSCAPE ARCHITECT

FORM/WORK LANDSCAPE ARCHITECTURE

2585 UNIVERSITY AVENUE
SAN DIEGO, CA 92104
CONTACT: MIKE VAIL
(619) 269-4423
MIKE@FORMWORK-LA.COM

CIVIL ENGINEER

KETTLER LEWECK ENGINEERING

1620 FIFTH AVENUE, SUITE 675
SAN DIEGO, CA 92101
CONTACT: LISA LEWECK
(619) 269-3444
LISA@KETTLERLEWECK.COM



COVER SHEET

SPRING STREET TROLLEY VILLAGE
4250 SPRING STREET - LA MESA, CA
AFFIRMED HOUSING



DATE 07-11-2023
JOB NO. 736-029
501 West Broadway
Suite 1080
San Diego, CA 92101
858-350-0544

G1.0

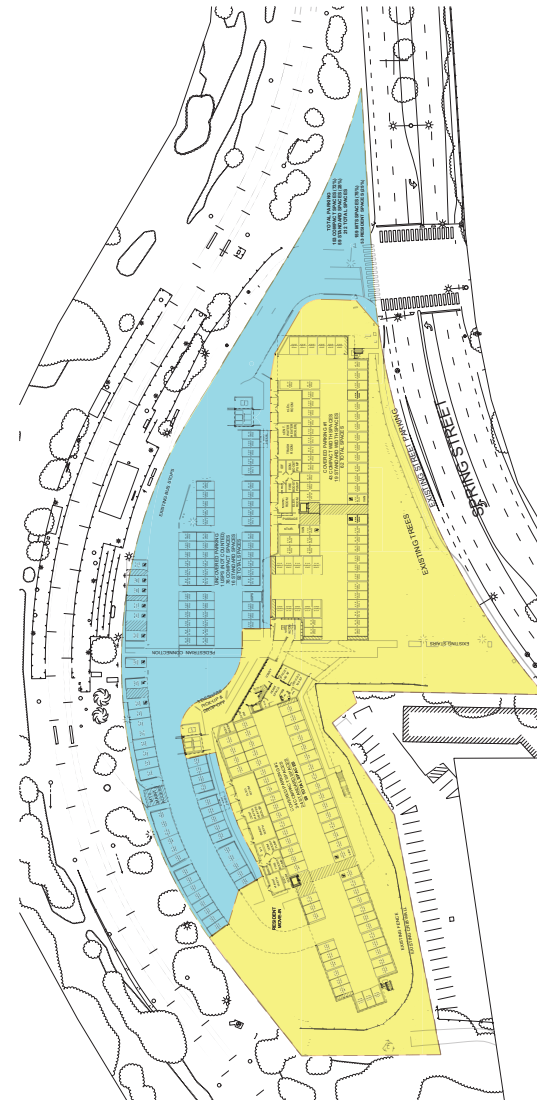
PROJECT OVERVIEW	
A 147-UNIT AFFORDABLE HOUSING COMMUNITY CONSISTING OF A 5-STORY TYPE III-A RESIDENTIAL BUILDING ON TOP OF A 1-STORY TYPE I-A ON-GRADE PARKING PODIUM.	
ZONING	R3-P-D MULTIPLE UNIT RESIDENTIAL SCENIC PRESERVATION URBAN DESIGN
EXISTING USES	MTS PARKING
PROPOSED USES	AFFORDABLE RESIDENTIAL
GROSS LAND AREA	2.59 ACRES
TOTAL UNITS	147 UNITS

UNIT SUMMARY							
UNIT TYPE	UNIT	UNIT NRSF	UNIT TOTALS	NRSF TOTALS	UNIT TYPE TOTALS	UNIT %	UNIT TYPE %
STUDIO	S1	360	24	9,120	24	16%	16%
1-BED	A1	600	38	22,800	38	26%	26%
2-BED	B1	825	42	34,650	42	29%	29%
	B2	965	1	965	1	1%	1%
3-BED	C1	1,130	42	47,460	42	29%	29%
TOTALS			105,875	147	100%	100%	

BUILDING SUMMARY							
UNIT	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	UNIT TOTALS
S1	0	4	5	5	5	5	24
A1	0	6	8	8	8	8	38
B1	0	8	8	9	9	8	42
B2	0	1	0	0	0	0	1
C1	0	7	8	9	9	9	42
TOTALS	0	26	29	31	31	30	147

OPEN SPACE SUMMARY					
OPEN SPACE REQUIRED					
300	SF / UNIT	X	147	UNITS	= 44,100 SF
15% INDOOR MAXIMUM				=	6,615 SF
15% ROOF DECK				=	6,615 SF
OPEN SPACE PROVIDED					
USE	TYPE	LOCATION			TOTAL
IND.	COM.	LEVEL 1	RESIDENT LOBBY		2,000 SF
		LEVEL 1	BIKE STORAGE		1,100 SF
		LEVEL 1	MULTIPURPOSE SPACE		800 SF
		LEVEL 2	COMMUNITY ROOM		1,500 SF
		LEVEL 2	COMPUTER LAB		150 SF
		LEVEL 2	ACTIVITY LEARNING CENTER		900 SF
		TOTAL INDOOR OPEN SPACE			6,450 SF
					14.6%
OUTD.	PUBLIC COM.	LEVEL 1	LANDSCAPED PASEOS		14,000 SF
		LEVEL 1	MULTIPURPOSE PORCH+PATIO		550 SF
		LEVEL 1	DOG, BBQ, GARDEN, ETC.		8,000 SF
		LEVEL 1	LANDSCAPED PASEOS		8,000 SF
		LEVEL 2	AMENITY DECK 1		9,200 SF
		LEVEL 2	AMENITY DECK 2		3,000 SF
		LEVEL 6	ROOF DECK		900 SF
		TOTAL OUTDOOR OPEN SPACE			43,650 SF
TOTAL OPEN SPACE PROVIDED				50,100 SF	
OPEN SPACE/UNIT PROVIDED				341 SF/UNIT	
NOTE: 10 UNITS ARE PROVIDED WITH PATIOS. EACH EXCEEDING 40 SF. THESE PATIOS HAVE NOT BEEN INCLUDED IN THE TABULATION ABOVE.					

NOTE: 10 UNITS ARE PROVIDED WITH PATIOS, EACH EXCEEDING 60 SF. THESE PATIOS HAVE NOT BEEN INCLUDED IN THE TABULATION ABOVE.



PROPOSED PARCEL SPLIT
YELLOW : AFFIRMED
CYAN : MTS
NOT TO SCALE



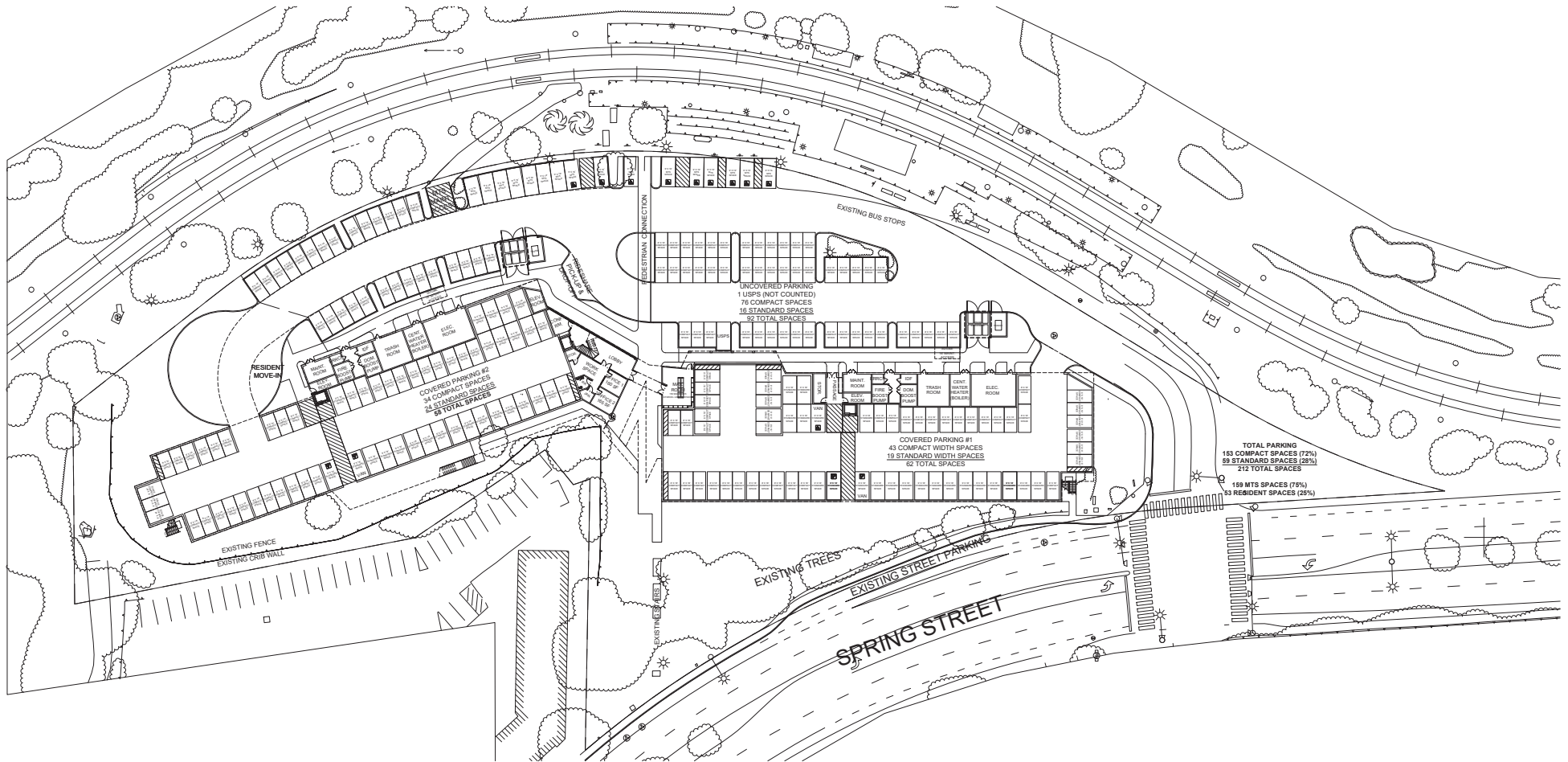
PROJECT INFORMATION
SPRING STREET TROLLEY VILLAGE
4250 SPRING STREET - LA MESA, CA
AFFIRMED HOUSING



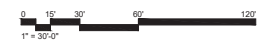
DATE 07-11-2023
JOB NO. 736-029
501 West Broadway
Suite 1080
San Diego, CA 92101
858-350-0544



G1.1



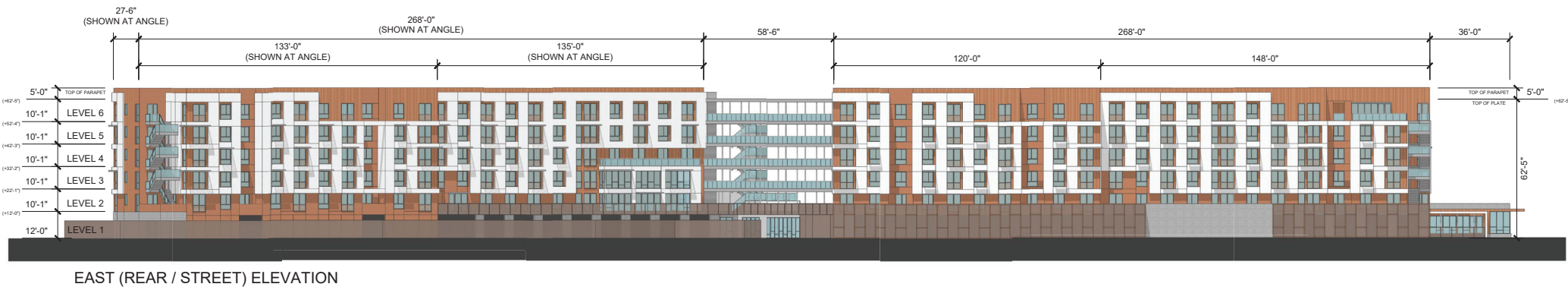
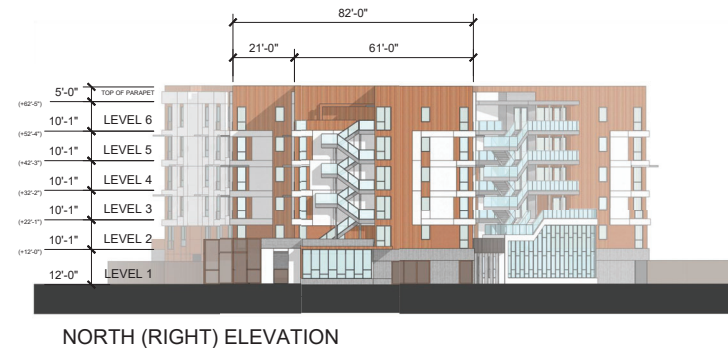
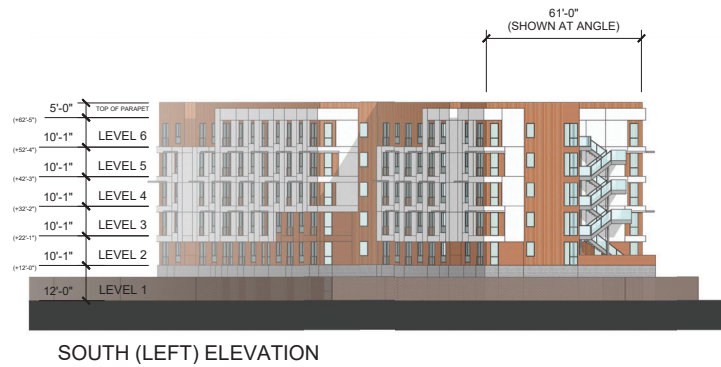
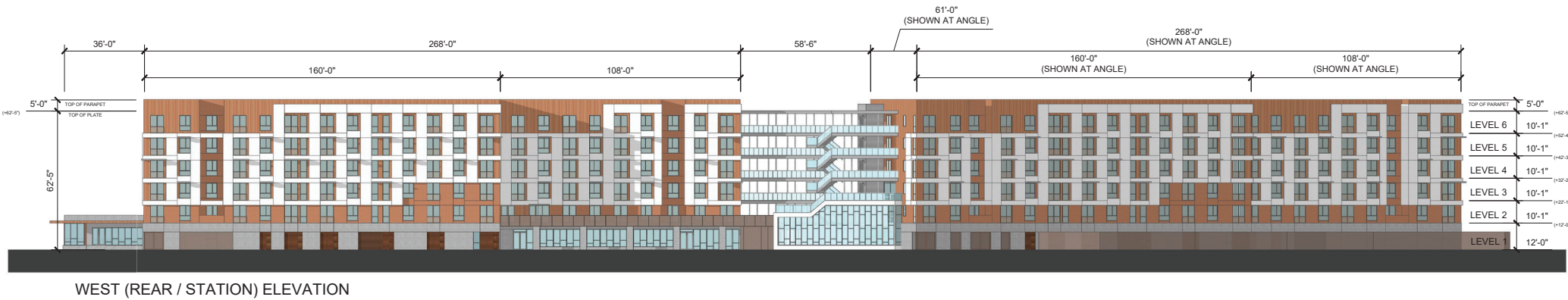
SITE PLAN
SPRING STREET TROLLEY VILLAGE
4250 SPRING STREET - LA MESA, CA
AFFIRMED HOUSING



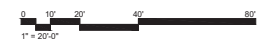
DATE 08-15-2023
 JOB NO. 736-029
 501 West Broadway
 Suite 1080
 San Diego, CA 92101
 858-350-0544



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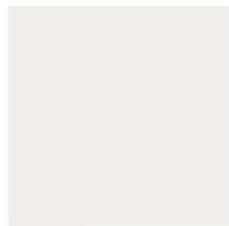
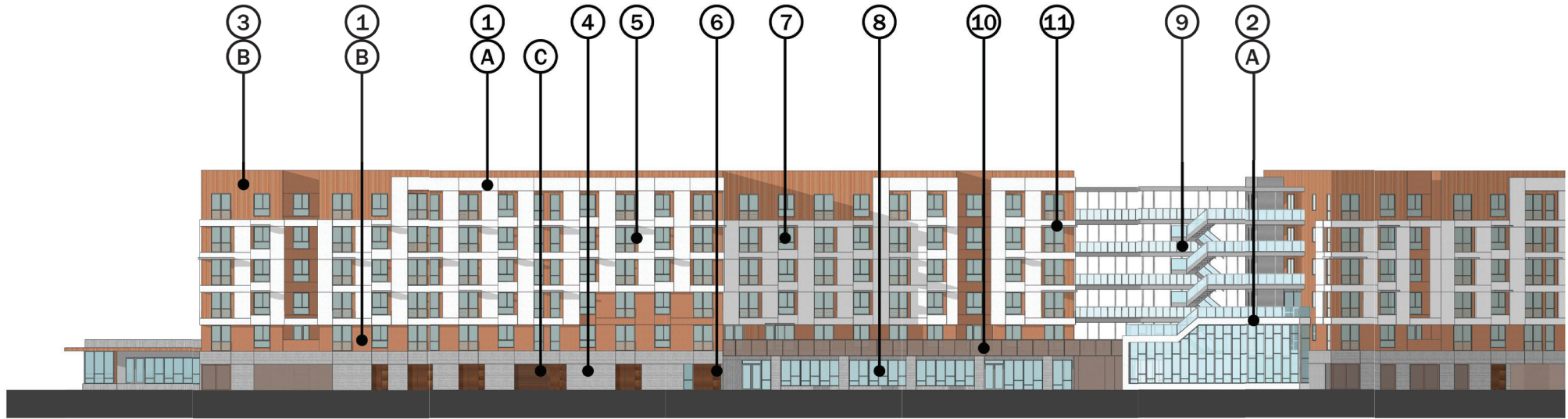


ELEVATIONS
SPRING STREET TROLLEY VILLAGE
4250 SPRING STREET - LA MESA, CA
AFFIRMED HOUSING



DATE 07-11-2023
 JOB NO. 736-029
 501 West Broadway
 Suite 1080
 San Diego, CA 92101
 858-350-0544

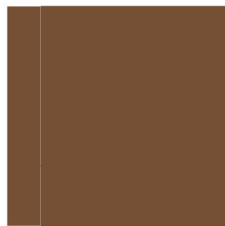
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(A) SW 7006
Extra White



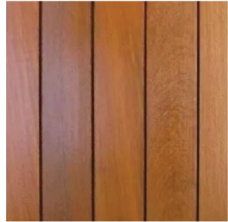
(B) SW 6648
Kumquat



(C) SW 9100
Umber Rust



(4) Exposed Concrete
Pedium - Smooth Finish



(5) Longboard Aluminum
Siding - Wood Finish



(6) Tile - Neolith Iron Gray
48"x48"



(7) Vinyl Windows -
Gray Exterior Finish



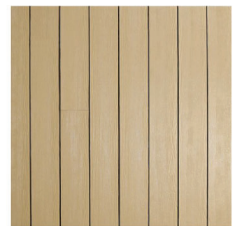
(8) Standing-Seam Metal
Roof - Gray Finish



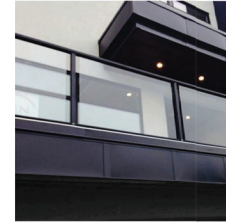
(1) Stucco - 16/20 Finish



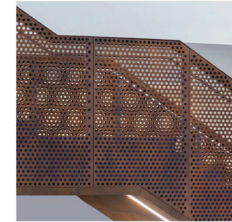
(2) Stucco - 20/30 Finish
(select Amenity areas)



(3) Fiber Cement Board
Siding - Wood Finish



(9) Glass Railing



(10) Perforated Metal
Railing & Parking
Screen - Corten Finish



(11) Metal Louver Awning



COLORS & MATERIALS
SPRING STREET TROLLEY VILLAGE
4250 SPRING STREET - LA MESA, CA
AFFIRMED HOUSING



DATE
JOB NO.
501 West Broadway
Suite 1080
San Diego, CA 92101
858-350-0544

07-11-2023
736-029

A2.1



PERSPECTIVE LOOKING SW ON SPRING STREET
SPRING STREET TROLLEY VILLAGE
 4250 SPRING STREET - LA MESA, CA
 AFFIRMED HOUSING



DATE	07-11-2023
JOB NO.	736-029
501 West Broadway	
Suite 1080	
San Diego, CA 92101	
858-350-0544	

A2.2

EXHIBIT C

Scope of Development

The Developer shall be responsible for development of the Site as a multi-family mixed-income housing development of approximately one hundred forty-seven (147) units in a six-story building, including first floor parking exclusively serving the residents. The development will be comprised of approximately 196,678 square feet of gross residential area including common area open space, and associated landscaping and public improvements. The development will include drought tolerant/resistant landscaping, a children's play area, outdoor gathering space, residents' community room, resident bike storage, and property management office space. The development will include approximately 212 total parking spaces, with no less than 159 spaces reserved for Board's exclusive use, and 53 spaces for the residential project. Other amenities to include: a transit patron restroom, an break room for use by transit operations employees.

EXHIBIT D

List of Designated Plans

See attached

EXHIBIT E

Schedule of Performance

TASK/EVENT	TIME FOR PERFORMANCE
1. Disposition and Development Agreement (DDA). Parties shall execute the DDA	October 2023
2. Project Commitments. Developer shall submit evidence of Project Commitments to the Board.	Not later than ten (10) days prior to the Closing Date.
3. Evidence of Financing. Developer shall submit Evidence of Financing to the Board.	Not later than ten (10) days prior to the Closing Date.
4. Ground Lease. Parties shall execute Ground Lease.	Not later than June 30, 2027
5. Commencement of Construction. The Developer shall commence construction.	Within thirty (30) days following the later of (i) Ground Lease execution and (ii) issuance of grading and building permits by the City of San Diego
6. Completion of Construction. The Developer shall complete construction.	No later than thirty (30) months after Commencement of Construction.

If the Developer fails to satisfy any obligation by the deadline set forth above, the Developer shall not be in default under this Agreement unless the Developer has first been given written notice of such failure and an opportunity to cure pursuant to **Sections 501 and 510**. Any cure by the Developer within the period set forth by **Sections 501 and 510** shall constitute a full and complete cure of the failure, notwithstanding the fact that the deadline established herein was not first met by the Developer.

EXHIBIT F

Draft Ground Lease

To be finalized after execution of this Agreement.

With the exception of project specific details and the material terms set forth in **Exhibit G**, the Ground Lease draft will closely follow the Ground Lease dated January 24, 2022 between Grantville Trolley Family Housing LP and Board for the Affirmed ShoreLINE project at Grantville Transit Center (MTS Doc. No. M6770.0-22)

EXHIBIT G

Material Terms of Ground Lease

1. Term. The term of the Ground Lease shall be 99 years.
2. Density. The Project shall consist of approximately 147 residential units with an estimated bedroom count of 247 and estimated occupancy of 411 (based on 1.5 residents per bedroom). Any deviation of less than ten percent (10%) from the estimated bedroom count shall not be considered a material change under Section 305(b).
3. Affordability. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for c. In compliance with Government Code section 54222.5, at least 25% of the units shall be at affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for two (2) staff units.
4. Replacement Parking. Developer shall construct the Transit Parking Facilities substantially in conformance with a Site Plan and Scope of Work approved the MTS Chief Executive Officer, with approximately 159 parking stalls for MTS's exclusive use.
5. Transit Amenities. Developer shall design, construct, own, operate, and maintain the following additional amenities for transit patrons and employees using the Spring Street Station: a transit patron restroom (to be available on commercial reasonable terms and hours) and a transit operations employee break room.
6. Rent. Developer shall pay to Board as rent, in arrears, on an annual basis an amount equal to five percent (5%) of Developer's annual Net Cash Flow (as defined below) from the operation of the Project during the prior calendar year (the "**Base Rent**"). Base Rent will be determined and paid, without any prior demand within one hundred twenty days (120) days after the last day of each calendar year and calculated based on the Gross Income received by Developer from operating the Project during the prior calendar year. For purposes of this Lease, "Net Cash Flow" shall mean all (A) cash receipts from the residential and non-residential components of the Project, including rental receipts from the lease of the Residential Apartments, and any other cash received by Developer derived from the Premises, but excluding (i) insurance proceeds or condemnation proceeds; (ii) security deposits or other tenant deposits; (iii) interest earned on project reserves; (iv) proceeds of loans or capital contributions; and (v) releases of funds from any operating or capital replacement reserves less (B) debt services, operating expenses and other expenses as detailed in the Ground Lease. Base Rent shall not commence until recordation of the Certificate of Compliance (the "**Rent Commencement Date**"). No Base Rent will be due by Lessee for any calendar years before the year in which the Rent Commencement Date occurs.
7. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
8. Construction Timeline. Construction of the Project is scheduled to take thirty (30) months after construction commencement to achieve substantial completion, subject to extension for "Force Majeure".

9. AB 1486 Compliance. Prior to close of escrow on the Ground Lease, Board shall record a restrictive covenant on the Site that complies with the Surplus Land Act (specifically as required by Government Code section 54222.5)
10. Prevailing Wage and Skilled Labor Requirements. Developer's Project construction activities shall comply with paragraphs C(7) and C(8) of MTS Board Policy No. 18:

C(7): All projects approved pursuant to the program shall be considered public works for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, regardless of whether an exemption under Section 1720 of the Labor Code applies to the project.

C(8): A joint development agreement between MTS and a private entity shall include a requirement that the developer's construction comply with Public Utilities Code section 120221.5.

EXHIBIT H

Required Land Use Approvals

1. Permits required by the City of La Mesa to construct the development

EXHIBIT I

Estimated Budget for MTS Outside Consultants pursuant to Section 213

	Exclusive Negotiating Agreement (ENA) Deposit	\$25,000
Pre-DDA	(Less) ENA Services Encumbered	\$0
Pre-DDA	<i>ENA Deposit Remaining</i>	<i>\$25,000</i>
	Estimated Post-DDA Consultant Costs	
	<i>Starting Balance</i>	<i>\$25,000</i>
Post-DDA	(Less) tbd	\$10,000
Post-DDA	(Less) Engineering Services	\$15,000
	<i>Contingency Remaining (Potential Refund)</i>	<i>\$0</i>

Spring Street Station DDA Affordable Housing TOD Project

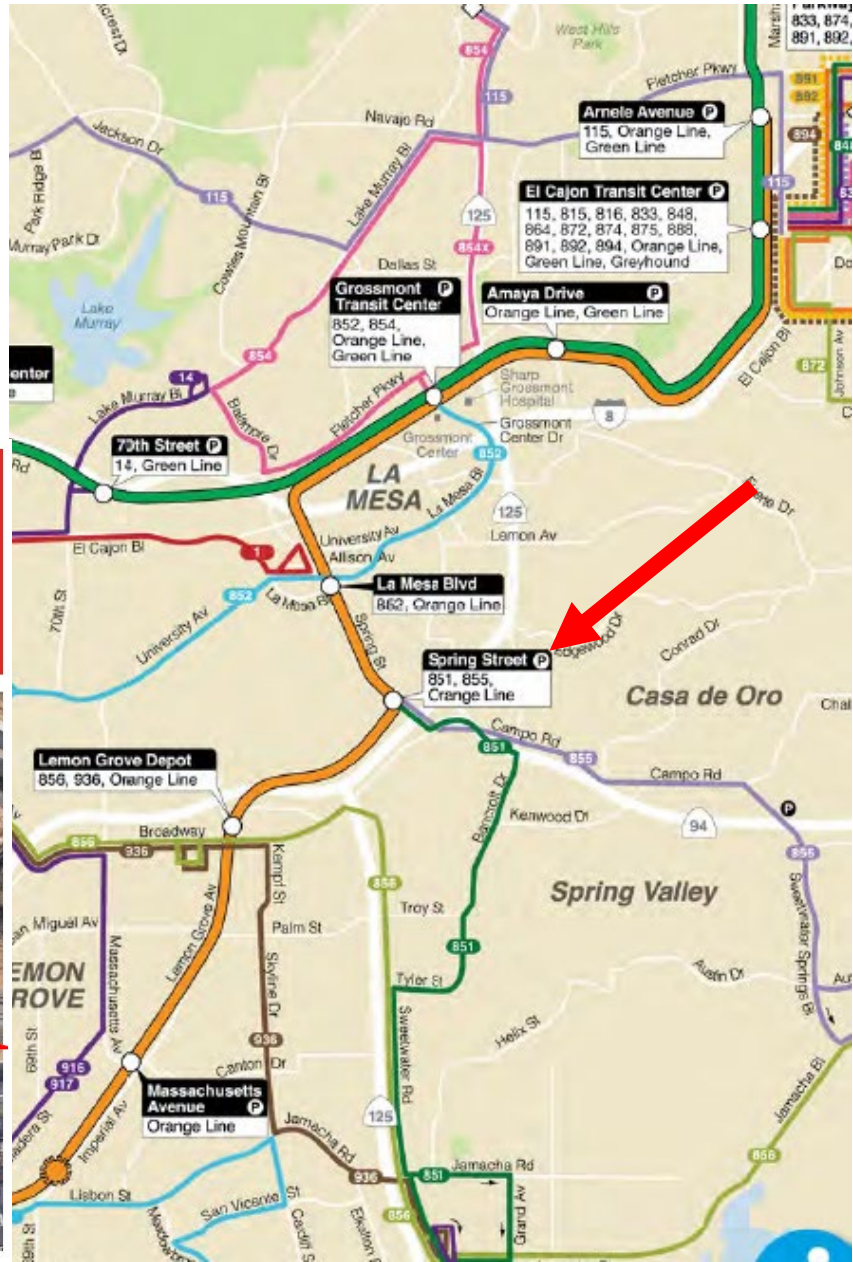
Board of Directors

Current Use

- Board Policy 18 A. → Transit is MTS First Priority
 - Orange Trolley Line
 - Bus Lines 851 and 855

Parking

- 295 Total Parking Spaces
- 115 Spaces Reserved for MTS Capital Improvement Projects
- 180 Spaces for Transit Use
- Restroom / MTS Bus Breakroom
 - None



Spring Street TOD Project

- February 9, 2023 (AI 7) Executive Committee approved Exclusive Negotiating Agreement with Affirmed Housing Group, Inc.
 - Issues to be negotiated:
 - Replacement Transit Parking Requirements
 - Final apartment type and count
 - Other amenities

SPRING STREET TROLLEY VILLAGE

CITY OF LA MESA
SB35 PRELIMINARY SUBMITTAL



PROJECT TEAM

APPLICANT

AFFIRMED HOUSING
13250 EVENING CREEK DRIVE N., SUITE 160
SAN DIEGO, CA 92128
CONTACT: MARIE ALLEN
(818) 853-2241
MARIE@AFFIRMEDHOUSING.COM

ARCHITECT

DAHLIN GROUP
501 W. BROADWAY, SUITE 1080
SAN DIEGO, CA 92101
CONTACT: ALAN DARPINI
(619) 489-5206
ALAN.DARPINI@DAHLINGROUP.COM

LANDSCAPE ARCHITECT

FORM/WORK LANDSCAPE ARCHITECTURE
2585 UNIVERSITY AVENUE
SAN DIEGO, CA 92104
CONTACT: MIKE VAIL
(619) 269-4423
MIKE@FORMWORK-LA.COM

CIVIL ENGINEER

KETTLER LEWECK ENGINEERING
1620 FIFTH AVENUE, SUITE 675
SAN DIEGO, CA 92101
CONTACT: LISA LEWECK
(619) 269-3444
LISA@KETTLERLEWECK.COM



Spring Street TOD – Affordable Housing

147 apartment homes (145 rent restricted and 2 manager's units)

	Original Proposal			Revised Proposal		
Apartment Type	Quantity	Bedroom Count	Occupancy (1.5*Bed)	Quantity	Bedroom Count	Occupancy (1.5*Bed)
Studio	50	50	75	24	24	36
1-Bedroom	28	28	42	38	38	57
2-Bedroom	36	72	108	43*	86	129
3-Bedroom	38	114	171	42*	126	189
TOTALS	152	264	396	147	274	411

Net Rentable Area = 105,875 SF, Gross Building Area = 196,678 SF

Spring Street TOD – Parking

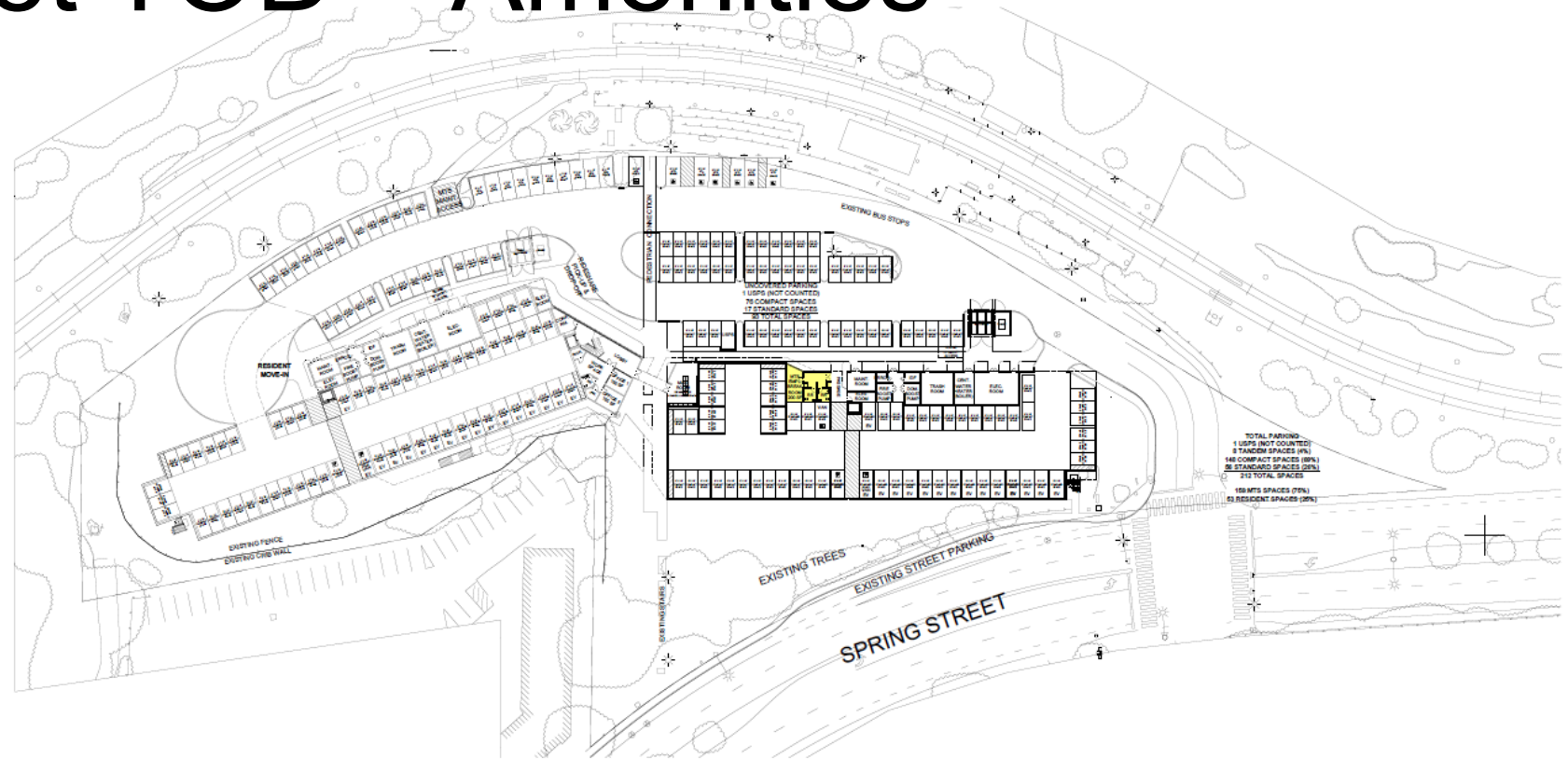
	ORIGINAL PROPOSAL	CRA PARKING STUDY	REVISED PROPOSAL
Transit Need – Current	63	159	159
Transit Need – 2035		242	
Residential Parking	117		53
TOTAL	180	242	212

This parking allocation meets the *Gain New Riders Without Losing Current Riders* goal.

- No housing density to be gained by reducing parking below MTS needs
- No impact to viability of project from reduced residential parking capacity
- There is excess parking capacity at Massachusetts Ave Station to handle 2035 Need

Spring Street TOD – Amenities

- MTS Transit Patron Restroom
 - Construct and Operate
- MTS Operator Break Room
 - Construct and Operate (*if needed*)
- Community Room
- Landscaping
- Resident Bike Storage
- Preserve Ped Access From Spring St Stairs

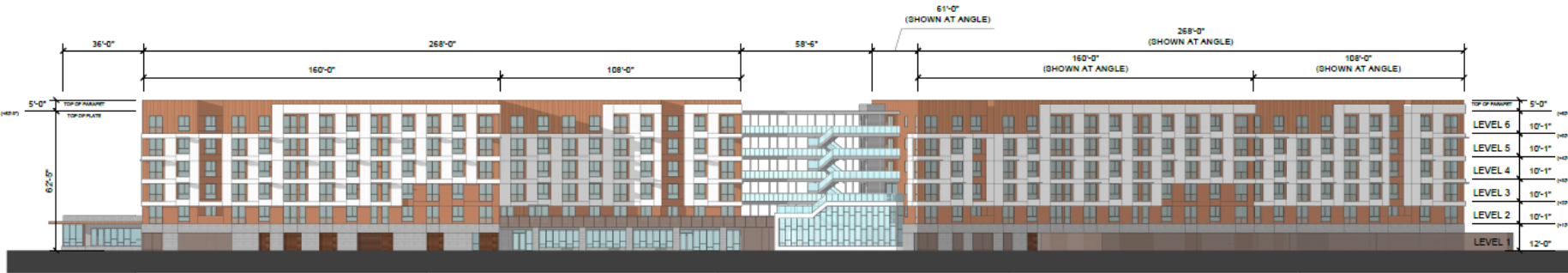


SITE PLAN
SPRING STREET TROLLEY VILLAGE
4250 SPRING STREET - LA MESA, CA
AFFIRMED HOUSING

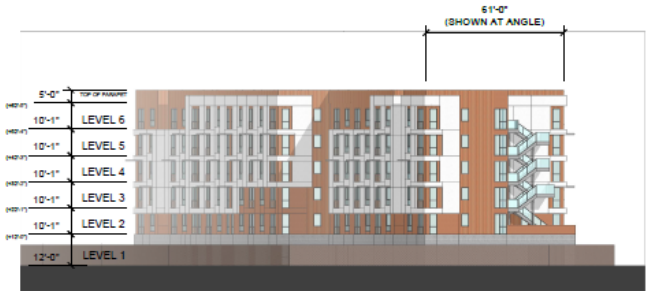


DATE 09-15-2023
JOB NO. 736-029
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San Diego, CA 92101
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Spring Street TOD Profile View



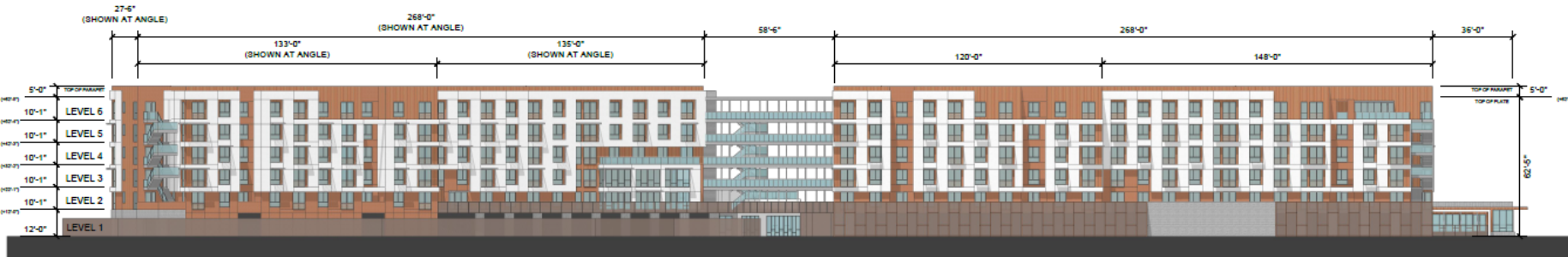
WEST (REAR / STATION) ELEVATION



SOUTH (LEFT) ELEVATION



NORTH (RIGHT) ELEVATION



EAST (REAR / STREET) ELEVATION



ELEVATIONS
SPRING STREET TROLLEY VILLAGE
4250 SPRING STREET - LA MESA, CA
AFFIRMED HOUSING



DATE 07-11-2023
JOB NO. 736-029
501 West Broadway
Suite 1080
San Diego, CA 92101
858-350-0544

A2.0



DDA and Ground Lease Process

- Disposition and Development Agreement (DDA)
 - Affirmed is General Partner of Spring Street Family Housing L.P.
 - Covers Actions required by Developer to close escrow on Ground Lease
 - Final Design (with review and approval by MTS Staff)
 - Financing Obtained
 - Ground Lease Parcel Created (jointly with MTS Staff)
 - Building Permits ready to be issued
 - CEQA review complete (notice of exemption likely; review still underway to confirm eligibility)
- Ground Lease
 - Executed according to permit/construction/financing timeline
- *Changes to Material Terms require Board Approval; other modifications can be made with CEO approval*

DDA/Ground Lease Material Terms

- **Term**

- 99 years (minimum 55 yr affordability)

- **Residential Project - Minimum Density**

- 147 units with estimated bedroom count of 247 and estimated occupancy of 411 (based on 1.5 residents per bedroom)
 - Cannot reduce unit count by more than 10% unless estimated occupancy increases
 - Density/occupancy can increase

- **Affordability**

- all units, except 1 staff unit, to rent at TCAC or CalHFA program requirements (30-60% AMI); will comply with AB 1486 affordability requirements

- **Replacement Parking:**

- Minimum 159 exclusive transit spaces (MTS retains maintenance obligation for transit spaces)

DDA/Ground Lease Material Terms

- **Residential Rent**

- 5% of net cash flow
- revenue less debt service & operating expenses (MTS affordable housing rent formula) = *de minimus* revenue to MTS
 - Current estimate:
 - Year 1: \$15,470
 - Year 10: \$36,911
 - Year 20: \$64,516
 - Year 30: \$99,122
 - If project converts to market rate after 55 year covenant period; would increase to market rate formula

- **MTS Transit Patron Restroom & MTS Operator Employee Break Room**

- Affirmed to construct, operate, maintain & secure

DDA/Ground Lease Material Terms

- **Construction Timeline**
 - 30 months
- **No out of pocket costs for MTS**
- **Regulatory Agreements for Developer's Financing**
 - MTS agrees to enter into various covenants related to affordability, other grant conditions encumbering property
 - Typical rights and protections for leasehold mortgages
- **Compliance with MTS Policy 18**
 - Project construction will comply with prevailing wage and skilled labor/project labor agreement requirements in effect at time of construction

Spring Street Station TOD Schedule

MTS

- ENA – February 2023
- DDA – October 2023
- MTS CEO to approve plans
 - *CEQA finding*
 - *(likely exempt as eligible affordable housing project)*
- Ground Lease & Financing closing
 - est. Jan 2025(*no later than June 2027*)
- Estimated Construction Timeline
 - Feb 2025 – March 2027
 - est. 25 months
 - (no more than 30 months)

FINANCING SCHEDULE

- County of San Diego (\$2M + 37 PBVs)
 - Applied June 2023
 - Award expected 4th QTR 2023
- HCD SuperNOFA (\$6.8M IIG)
 - Applied July 2023
 - Award expected 4th QTR 2023
- Federal 4% + State Tax Credits
 - Will apply once all other funding is secured
 - Anticipate 1st round 2024 (February)

Staff Recommendation:

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

- 1) Execute a Disposition and Development Agreement with Spring Street Family Housing L.P. for a Spring Street Station Transit Oriented Development Project (DDA), in substantially the same format as Attachment A; and
- 2) Take all actions necessary to fulfill MTS's obligations under the DDA, including, but not limited to, executing a Ground Lease and related regulatory agreements for each project phase.

MTS Transit-Oriented Development Program

Residential Home/Unit Totals

MTS TOD Projects - Residential Home/Unit Count (date opened)	Occupied	Under Construction	Under DDA	Under Negotiation	Future Sites	# of Rent Restricted Units*
Morena Linda Vista Station, San Diego (2007)	185					18
Grossmont Station, San Diego – Fairfield (2010)	527					80
Encanto / 62nd Street Station, San Diego - Amcal/Villa Encantada (2018)	67					67
Grantville, San Diego - Greystar (2023)	250					5
Grantville, San Diego - Affirmed (2023/4)		126				125
Palm Avenue Station, San Diego - National CORE and Malick Infill			390			390
Beyer Boulevard Station, San Diego - Affirmed			100			99
Rancho Bernardo Station, San Diego - Affirmed			100			99
E Street Station/Joint RFP with City of CV parcel - 750 E Street and 707 F Street, Chula Vista				806		265
El Cajon Transit Center				299		122
Spring Street Station, La Mesa				147		145
Palomar Station, Chula Vista				XXX		
24th Street Station, National City				XXX		
12th & Imperial Expansion Site, Downtown San Diego					?	
70th Street Station, La Mesa					?	
Amaya Station, La Mesa					?	
Massachusetts Ave Station, Lemon Grove					?	
H Street, Chula Vista					?	
TOTALS	1,029	126	590	1,252		1,415
			GRAND TOTAL UNITS			2,997
*Most 100% affordable projects include one market rate manager's unit; exact count to be confirmed at construction stage						



**Metropolitan
Transit
System**

Agenda Item No. 23

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

October 19, 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



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 th & 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

*12th & 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	Awarded	Beyer Blvd Beautification Project
Clean CA Local Grant Program (2023)	Caltrans	\$1,001,000	Awarded	Southbay Transit 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	No Award	Alvarado Creek Apartments - \$ towards transit component of project
Affordable Housing and Sustainable Communities Program (AHSC)*	SGC	\$9,511,586	No Award	Mirka Towers - \$ towards transit component of project
Affordable Housing and Sustainable Communities Program (AHSC)*	SGC	\$9,000,000	Awarded	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)

- Awarded: Riverwalk/Wakeland Development

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/Comments



Agenda Item No. 24

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BUDGET DEVELOPMENT COMMITTEE

September 13, 2023

SUBJECT:

Senate Bill (SB) 125 Funding Update (Sharon Cooney)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

SB 125 amended the Budget Act of 2023 to appropriate \$4 billion of General Fund to the Transit and Intercity Rail Capital Program (TIRCP) over the next two fiscal years. SB 125 also establishes a \$1.1 billion Zero-Emission Transit Capital Program (ZETCP) over the next four fiscal years. The California State Transportation Agency (CalSTA) is responsible for developing and administering these programs.

SB 125 requires CalSTA to develop and administer an accountability program to govern the distribution of these funds. CalSTA will adopt guidelines governing the distribution of these funding sources in consultation with local agencies. CalSTA released their Informal Draft Guidelines on August 18, 2023. After receiving comments and feedback from stakeholders, CalSTA then released their Formal Draft Guidelines on September 1, 2023 (Attachment A). CalSTA finalized and published the final guidelines on September 30, 2023, after receiving additional feedback from local agencies.

Included in the guidelines, MTS is estimated to receive approximately \$284 million over the next four fiscal years. The majority of the funding, approximately \$264 million, will be provided in the first two fiscal years. The estimated revenues for MTS for the next two fiscal years are broken down by year and program as follows:

Program	Year 1	Year 2
TIRCP	\$118,515,843	\$118,814,323
ZETCP	\$17,265,263	\$9,685,392



Staff will present an overview of these new funding sources, including the goals of the programs, eligible projects, compliance requirements and tentative schedule.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. SB 125 Formal Guidelines

**BUDGET ACT OF 2023
SB 125 FORMULA-BASED
TRANSIT AND INTERCITY RAIL
CAPITAL PROGRAM &
ZERO EMISSION TRANSIT
CAPITAL PROGRAM
COMPARISON
DOCUMENT
BETWEEN FORMAL
DRAFT &
FINAL GUIDELINES

SEPTEMBER 29, 2023**

This document provides a comparison of the changes between the Formal Draft Guidelines and the Final Guidelines of the SB 125 Formula-Based TIRCP & ZETCP Guidelines. The changes are highlighted in red. Formatting changes are not highlighted.



SB125 FINAL GUIDELINES – FORMULAIC FUNDING

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1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate \$4,000,000,000 of General Fund to the TIRCP over the next two fiscal years as well as \$910,000,000 of GGRF funding and \$190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These guidelines are specifically developed to facilitate the award of these funds to projects in an expeditious manner.

These guidelines include elements of the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 6 (which delivered its last tranche of funding for project awards in July 2023) but are unique to this particular cycle of TIRCP funding. In allowing the funds covered by these guidelines to be available for operating costs, the guidelines are also required to be aligned with the legislative intent described in subdivision (d) of Section 75226 of, and subdivision (f) of Section 75260, of the Public Resources Code. They will be further informed by input received through workshops, public comments and written responses to be received by September 14, 2023.

SB 125 provided additional direction with regards to the funding appropriated in the Budget Act of 2023. It created specific categories for funding as follows:

- A) \$3,995,000,000 over the next two fiscal years shall be distributed pursuant to a population-based formula to regional transportation planning agencies (RTPA) as defined in Section 7 of these guidelines. The bill authorizes RTPAs to use the moneys for high-priority transit capital projects consistent with the uses allowed in Cycle 6 of the TIRCP, which includes existing projects seeking to maintain or obtain federal or local funding commitments, project development for major projects that are seeking to enter or have already entered project development with federal partners, or for new TIRCP projects. As in Cycle 6, all capital projects must both increase ridership and reduce greenhouse gas emissions, in common with traditional TIRCP project requirements. The funding may also be used to fund transit operating expenses that prevent service cuts and increase ridership for operators within the RTPAs jurisdiction, subject to compliance with requirements and further detail described in Section 6 of these guidelines.
- B) \$1,100,000,000 over the next four fiscal years shall be for the establishment of the Zero-Emission Transit Capital Program (ZETCP) and requires funds under the program to be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs, as specified (the formula described is consistent with the current State Transit Assistance formula). The bill authorizes RTPAs to use the moneys for zero-emission transit equipment, including, but not limited to, zero-emission vehicles and refueling infrastructure and, subject to compliance with requirements described in Section 6 of these guidelines, to use those moneys to fund transit operating expenditures that prevent service reduction or elimination in order to maintain or increase ridership.

NOTE: Cycle 7 of TIRCP, funded with the regular GGRF and SB1 sources, is expected to be delayed approximately two months from its regular calendar, with a call for projects around December 1, 2023 and

applications due around March 1, 2024. The proposed timeline reflects eligible applicant feedback and will allow applicants to incorporate the regional choices made under SB 125 when determining what to submit to the competitive TIRCP cycle. Based on this timeline, the Program of Projects would be announced around June 1, 2024.

2 Objectives

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550. Each RTPA will need to provide information related to its projects sufficient to determine the nature of priority population benefits; however, there is no minimum requirement that each project or RTPA needs to meet for the projects submitted.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

Further, as outlined in SB 125, which amended the Budget Act of 2023, it is the intent of the Legislature to:

- (1) provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified
- (2) assist transit operators in preventing service cuts and increasing ridership
- (3) prioritize the availability of transit for riders who are transit dependent
- (4) prioritize transit agencies representing a significant percentage of the region's ridership

To that end, SB 125 specifies that the moneys appropriated in the Budget Act of 2023 may be used for high-priority transit capital projects **within the project eligibility categories allowed under TIRCP in Cycle 6**, and **also** for transit operating expenses for operators within the RTPAs jurisdiction. Further detail on the definition of transit operator is included in Section 3.

3 Eligible Recipients and Funding Distribution

The first year of funding for TIRCP and the ZETCP is already available for distribution once required materials are submitted and must be fully encumbered or expended and liquidated by CalSTA by June 30, 2028. FY23-24 funds for TIRCP and the ZETCP must be disbursed to RTPAs by this deadline. Once received by the RTPA there is no deadline for the expenditure of funds.

TIRCP funding will be allocated in both FY23-24 and FY24-25 to RTPAs according to a population-based formula after each recipient first receives \$300,000 of base funding.

The \$410 million of first year ZETCP funding (from both PTA and GGRF sources), as well as the \$230 million for each of the succeeding three years (from GGRF only), will be allocated to RTPAs pursuant to a population-based formula and another formula based on transit operator revenues within the jurisdiction of these RTPAs. This formula matches the approach used to calculate State Transit Assistance distribution.

Eligible recipients of funding are the RTPAs, as defined in Section 13987(j) of the Government Code. The current eligible recipients based on that definition and initial fund estimates by expected recipient are as follows:

A	B	C	D	E	F	G
RTPA	Year 1 TIRCP	Year 2 TIRCP	Year 1 ZETCP (53.66% GGRF, 46.34% PTA)	Years 2-4 ZETCP (per yr, 100% GGRF)	Grand Total (B+C+D+(E*3))	Maximum Admin Share
Metropolitan Transportation Commission	\$385,068,697	\$386,040,188	\$149,679,519	\$83,966,559	\$1,172,688,081	\$5,000,000
Alpine County Transportation Commission	\$360,641	\$360,794	\$6,740	\$3,781	\$739,518	\$25,000
Amador County Transportation Commission	\$2,336,465	\$2,341,606	\$218,158	\$122,381	\$5,263,373	\$52,634
Butte County Association of Governments	\$10,488,545	\$10,514,269	\$1,113,156	\$624,454	\$23,989,331	\$239,893
Calaveras County Local Transportation Commission	\$2,576,611	\$2,582,360	\$238,532	\$133,811	\$5,798,936	\$57,989
Colusa County Local Transportation Commission	\$1,402,047	\$1,404,830	\$119,153	\$66,842	\$3,126,556	\$31,266
Del Norte County Local Transportation Commission	\$1,675,501	\$1,678,974	\$149,752	\$84,007	\$3,756,247	\$37,562
El Dorado County Local Transportation Commission	\$9,085,857	\$9,108,041	\$971,781	\$545,145	\$20,801,115	\$208,011
Tahoe Regional Planning Agency	\$5,753,283	\$5,767,052	\$596,916	\$334,855	\$13,121,818	\$131,218
Fresno County Council of Governments	\$51,406,113	\$51,535,149	\$6,249,069	\$3,505,575	\$119,707,058	\$1,197,071
Glenn County Local Transportation Commission	\$1,752,922	\$1,756,591	\$154,691	\$86,778	\$3,924,537	\$39,245
Humboldt County Association of Governments	\$7,130,906	\$7,148,153	\$825,047	\$462,831	\$16,492,599	\$164,926

Imperial County Transportation Commission	\$9,362,644	\$9,385,526	\$1,027,524	\$576,416	\$21,504,942	\$215,049
Inyo County Local Transportation Commission	\$1,259,080	\$1,261,501	\$99,284	\$55,696	\$2,786,952	\$27,870
Kern Council of Governments	\$46,278,687	\$46,394,777	\$5,050,974	\$2,833,473	\$106,224,857	\$1,062,249
Kings County Association of Governments	\$7,982,701	\$8,002,098	\$827,175	\$464,025	\$18,204,049	\$182,040
Lake County/City Council of Governments	\$3,706,510	\$3,715,111	\$370,593	\$207,894	\$8,415,895	\$84,159
Lassen County Local Transportation Commission	\$1,829,937	\$1,833,800	\$165,103	\$92,619	\$4,106,698	\$41,067
Los Angeles County Metropolitan Transportation Authority	\$498,650,905	\$499,909,177	\$119,494,973	\$67,033,765	\$1,319,156,350	\$5,000,000
Madera County Local Transportation Commission	\$8,254,231	\$8,274,315	\$850,825	\$477,292	\$18,811,248	\$188,112
Mariposa County Local Transportation Commission	\$1,161,396	\$1,163,571	\$91,799	\$51,497	\$2,571,256	\$25,713
Mendocino Council of Governments	\$4,848,229	\$4,859,713	\$505,296	\$283,459	\$11,063,615	\$110,636
Merced County Association of Governments	\$14,669,424	\$14,705,704	\$1,558,919	\$874,515	\$33,557,593	\$335,576
Modoc County Local Transportation Commission	\$739,160	\$740,269	\$49,336	\$27,676	\$1,611,794	\$25,000
Mono County Local Transportation Commission	\$976,126	\$977,834	\$171,629	\$96,279	\$2,414,427	\$25,000
Transportation Agency for Monterey County	\$22,218,449	\$22,273,790	\$2,975,692	\$1,669,291	\$52,475,803	\$524,758
Nevada County Local Transportation Commission	\$5,416,406	\$5,429,324	\$554,558	\$311,093	\$12,333,568	\$123,336
Orange County Transportation Authority	\$160,108,526	\$160,512,022	\$22,473,788	\$12,607,247	\$380,916,076	\$3,809,161
Placer County Transportation Planning Agency	\$16,356,936	\$16,397,478	\$1,900,006	\$1,065,857	\$37,851,991	\$378,520
Plumas County Local Transportation Commission	\$1,257,263	\$1,259,680	\$114,463	\$64,211	\$2,824,038	\$28,240
Riverside County Transportation Commission	\$123,382,700	\$123,693,468	\$14,828,290	\$8,318,309	\$286,859,385	\$2,868,594
Sacramento Area Council of Governments	\$100,321,824	\$100,574,367	\$13,907,018	\$7,801,498	\$238,207,702	\$2,382,077
Council of San Benito County Governments	\$3,609,072	\$3,617,427	\$348,002	\$195,221	\$8,160,164	\$81,602
San Bernardino County Transportation	\$110,856,746	\$111,135,888	\$13,864,934	\$7,777,890	\$259,191,238	\$2,591,912

Authority						
San Diego Association of Governments	\$48,212,817	\$48,333,791	\$6,181,044	\$3,467,415	\$113,129,896	\$1,131,299
San Diego Metropolitan Transit System	\$118,515,843	\$118,814,323	\$17,265,263	\$9,685,392	\$283,651,604	\$2,836,516
San Joaquin Council of Governments	\$39,935,609	\$40,035,684	\$5,031,810	\$2,822,723	\$93,471,271	\$934,713
San Luis Obispo Area Council of Governments	\$14,486,636	\$14,522,455	\$1,569,547	\$880,477	\$33,220,070	\$332,201
Santa Barbara County Association of Governments (SBCAG)	\$22,796,994	\$22,853,796	\$2,916,400	\$1,636,030	\$53,475,278	\$534,753
Santa Cruz County Transportation Commission	\$13,771,188	\$13,805,201	\$2,649,968	\$1,486,567	\$34,686,060	\$346,861
Shasta Regional Transportation Agency	\$9,423,391	\$9,446,427	\$993,316	\$557,226	\$21,534,813	\$215,348
Sierra County Local Transportation Commission	\$463,183	\$463,595	\$17,533	\$9,836	\$973,818	\$25,000
Siskiyou County Local Transportation Commission	\$2,515,009	\$2,520,601	\$239,061	\$134,108	\$5,676,994	\$56,770
Stanislaus Council of Governments	\$28,068,044	\$28,138,155	\$3,037,849	\$1,704,159	\$64,356,526	\$643,565
Tehama County Transportation Commission	\$3,587,498	\$3,595,798	\$347,323	\$194,840	\$8,115,139	\$81,151
Trinity County Transportation Commission	\$1,109,747	\$1,111,791	\$86,567	\$48,562	\$2,453,791	\$25,000
Tulare County Association of Governments	\$24,305,505	\$24,366,115	\$2,748,056	\$1,541,592	\$56,044,453	\$560,445
Tuolumne County Transportation Council	\$3,094,210	\$3,101,265	\$296,569	\$166,368	\$6,991,148	\$69,911
Ventura County Transportation Commission	\$42,429,785	\$42,536,157	\$5,066,998	\$2,842,463	\$98,560,328	\$985,603

Funding distributions will be only made to the above recipients, utilizing fund transfer instructions confirmed with CalSTA by the RTPA prior to transfer, which may in turn make funding available to public agencies in their jurisdiction. **RTPAs have the discretion to suballocate or distribute funds within their region based on local needs, existing procedures, policies or priorities, as long as required SB 125 program requirements and goals are met, including addressing how operating needs are expected to be met with SB 125 and/or other resources.**

For TIRCP and ZETCP capital projects, the RTPAs may distribute funding to public agencies eligible to receive TIRCP capital funding, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute. **Please note that within such capital projects, with the exception of projects that are in the federal pipeline for major projects project development, the projects funded must result in**

construction being completed, as is required under traditional TIRCP funding.

For any spending on transit operations to prevent service reduction or elimination in order to maintain or increase ridership, or to otherwise increase ridership, the RTPAs may distribute funding to transit operators in their jurisdiction that are eligible to receive State Transit Assistance (STA) funding through Section 99314 at the time of distribution by the RTPA. **Please note that preventing service reduction and elimination includes the broad variety of expenses required to provide service, including those related to ensuring safety and state of good repair of the vehicles and infrastructure.**

RTPAs may also be the sponsor of capital and operating projects and may partner on projects with the agencies eligible to receive funding (such as doing a planning effort tied to making the underlying project more beneficial in a regional context upon implementation).

RTPAs must deposit funds into one or more dedicated **bank accounts or custody accounts**. **Permitted investments include bank demand deposits consistent with California government code, government money market funds, U.S. Treasuries, U.S. Agency securities, California Local Agency Investment Fund (LAIF), and AAA public agency pools, to the extent permitted by RTPA policy and state statute.** If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. Funds will be disbursed separately from each fund source supporting SB 125 (General Fund for TIRCP; PTA and GGRF for ZETCP) and identified as such when disbursed. RTPAs are responsible for tracking the receipt and utilization of these funds separately, and recording interest earned **(or other investment income earned)** on each fund source separately. The interest **or investment** earnings must also be spent on approved eligible projects within each program and will be accounted for when an agency submits its required Annual Report, as described in Section 9. When the recipient agency submits its Annual Report, they are required to submit a copy of their most recent bank statement. The additional spending made possible by interest **or investment** earnings shall be approved through submitting an Updated Program Allocation Request to CalSTA, which will approve such spending based on review of project eligibility.

RTPAs, transit operators and other public agencies expending SB 125 formula funding assume responsibility and accountability for the use and expenditure of allocated funds in accordance with these guidelines and applicable statutes. These agencies must also comply with all relevant federal and state laws, regulations, policies, and procedures.

4 Schedule

CalSTA Publishes 2023 SB 125 Guidelines	September 29 , 2023
Optional, time-limited, focused virtual meetings for agencies to discuss and clarify program requirements (will be scheduled by request)*	October 16-December 8, 2023
Initial Allocation Package Submittal Due	December 31, 2023
Regionally Compiled Transit Operator Data Due	December 31, 2023
Requested Funding Will be Allocated No Later Than	April 30, 2024
<i>*Comments and requests for meetings can be submitted to: SB125transit@calsta.ca.gov</i>	

5 Eligible Projects

TIRCP Funding (\$3.995 billion)

In order to be eligible for TIRCP capital project funding under this program, a capital project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the **relevant sections of the ZETCP Quantification Methodology**. It must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments, efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.
3. Rail, bus, and ferry integration implementation, including:
 - a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
 - b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
 - c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, **such as transit route and schedule integration (or coordination)**
 - d. other multimodal and service integration initiatives, **including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions**
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhanced service.

Grade separations and grade crossing improvements on passenger rail corridors or related to transit projects are eligible, as they are under the discretionary TIRCP. In addition to providing safety benefits, these projects often provide certain roadway based (and sometimes rail related) greenhouse gas emission reductions and a small increase in ridership (tied to reductions in train delays and cancellations tied to incidents at the crossing, and sometimes speed increases that occur after crossings are improved or eliminated). In some cases, ridership increases from such projects are more significant if they are necessary to increase train frequency.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor.

Projects that link housing with key destinations and that improve accessibility to economic opportunities are also eligible for TIRCP funding.

Demonstration projects that are smaller-scale efforts with great potential to be expanded are eligible for

funding.

Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development, and testing of emerging technologies are eligible components. **Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.**

Many TIRCP applicants have met the requirements for reducing greenhouse gas emissions and increasing ridership through combining related capital investments that may individually address only one or the other benefit. Many TIRCP applicants have also augmented their chosen capital projects with key network integration planning studies that consider how to enhance the benefits of their projects (in connecting to other transit and rail systems), or planning efforts that consider a later phase of capital investment and the benefits it will bring to the current proposed project when constructed at a later date.

Agencies may apply to TIRCP Cycle 7 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications. Additional guidance will be provided in the TIRCP Cycle 7 guidelines.

Additionally, RTPAs may suballocate funds to agencies in their jurisdiction so agencies may use this funding to support projects that have previously received a TIRCP award and require an additional infusion of resources to deliver the original scope. **RTPAs may also allocate funding to any project awarded funds in Cycle 6 that pledged to use future TIRCP formula funds as match, in accordance with the direction provided in the Cycle 6 guidelines.** RTPAs may assume that any funding from these SB 125 resources will help obtain or maintain funds from federal, state and local sources already committed to the projects, and document this benefit for their own projects, and require such documentation of benefits from project sponsors for other projects, in their Allocation Package submissions. Agencies shall state which project is seeking additional funds, identifying the Cycle 1 through 6 project, and whether the funding is needed for the full project scope or for a subcomponent.

RTPAs may suballocate funds to agencies in their jurisdiction so agencies may also use this funding for project development activities, similar to the “Major Projects Project Development Reserve” that was established in the Cycle 6 guidelines, including use of additional funding for projects that received funding for such projects in the Cycle 6 awards. While projects and programs of projects do not need to be ready for construction, agencies should identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future **and what specific federal, state and other funding programs they are planning to utilize for construction funding.** As in Cycle 6, such projects must either be pursuing Capital Investment Grant funding through the Federal Transit Administration (FTA) or be part of the pursuit of Federal Railroad Administration funding through the Corridor Identification Program. **Projects not pursuing federal funds for construction from FTA or planning to pursue FRA capital funding for construction through one of the Bipartisan Infrastructure Law programs are not eligible.** Agencies may apply to TIRCP Cycle 7 or later for projects that use SB 125 resources for project development; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

RTPAs that are themselves the capital project sponsor may also utilize funds for their own projects.

RTPAs are also authorized to use TIRCP moneys, subject to compliance with requirements described in Section 6 of these guidelines, to fund transit operating expenses within its jurisdiction that prevent service cuts and increase ridership, **including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs.** Planning expenses related to implementation of ridership recovery and retention strategies are also eligible as operating projects, whether at the

RTPA or STA-eligible transit operator level. RTPAs that are themselves the operator of transit services may also utilize funds for their own operations. Service planning necessary to experiment with, demonstrate or implement significant service modifications may be funded as an operating expenditure at either the RTPA or transit operator level.

ZETCP Funding (\$1.1 billion)

Pursuant to SB 125, zero-emission transit equipment, transit facility and network improvement projects such as those that support replacing aging vehicle fleets with Zero-Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, are eligible projects for the Zero-Emission Transit Capital Program (ZETCP). ZEVs include heavy- and light-rail vehicles, buses, and other ZEVs used for transit service. **Clean fleet, facility and network improvement projects may also request funding for Zero Emission Mobility Programs, in lieu of Zero Emission Vehicle purchase, in compliance with Innovative Clean Transit Regulation Section 2023.5.**

GGRF funds used on these projects (53.7% of the first year and 100% of years 2-4) will require submission of **information described in the ZETCP Quantification Methodology**, as expending GGRF funds requires benefits reporting. They also require compliance with the CARB Funding Guidelines applicable to all GGRF funding, including semi-annual benefits reporting and identification of benefits to priority populations.

ZETCP funding may also be used for transit operations expenditures that prevent service reduction or elimination in order to maintain or increase transit ridership, in accordance with the provisions described in Section 6 of these guidelines, **including those related to ensuring safety and state of good repair of the vehicles and infrastructure necessary to operate service, as well as those that pay for free and reduced fare programs.** Planning efforts necessary to implement one or more of the Innovative Clean Transit Plan efforts within the region, **and planning expenses related to implementation of ridership recovery and retention strategies,** may be programmed as an operating expense out of the PTA portion of funds disbursed to each RTPA, but must be requested in an Allocation Package submission covering the FY23-24 funding year.

A maximum of **1%** of total multi-year **SB 125** funding, or \$5 million, whichever is lower, may be programmed by the RTPA for RTPA administration of SB 125 funding across both the TIRCP and ZETCP, and for planning expenses related to **preparing and implementing the initial short-term financial plan, updates to the short-term financial plan, and the long-term financial plan, including planning expenses related to implementation of ridership recovery and retention strategies.** **If less than \$25,000 would be available under this formula, a maximum of \$25,000 shall be available to such RTPAs for RTPA administration and planning expenses.** As the RTPAs are tasked with developing the regional long-term financial plan for their jurisdictions, there is no requirement to program and suballocate funds to transit operators for this purpose, although they may do so at their discretion. The RTPAs can procure professional services or use their own staff to gather the reports, data and relevant information needed to develop the regional long-term financial plan required by SB 125. This request must be made in the Allocation Package submissions covering FY 23-24 funding from the ZETCP **due on December 31, 2023**, as an operating project associated with the RTPA, as **most** funding will be drawn from the Public Transportation Account resources only available in that year. **If included in the December 31, 2023 submission, funds may be applied to expenses incurred at any point in the RTPAs FY23-24 fiscal year, including those incurred prior to receipt of funding, subject to RTPA policies that allow such reimbursement.** Very small RTPAs may be directed by CalSTA to program the balance of funding from 1st year General Fund resources available under TIRCP if there are insufficient PTA funds available to meet their requested administrative funding amount. Small RTPAs are encouraged to combine planning efforts if feasible. **Should RTPAs be part of project-specific project management, resources required for those efforts are to be separately identified as part of the funding requested for each project, as appropriate.**

6 Requirements for Funding Allocations

Each RTPA seeking allocation of funding shall complete an Initial Allocation Package by December 31, 2023. Allocation Packages are encouraged to describe the full four-year plan for use of formulaic funds if already known, understanding that each year's funds are subject to appropriation in the respective budget year. However, Allocation Packages are expected to be updated for future years should there be any change in funding availability or projects selected for funding distribution. Allocation packages will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

Each Allocation Package shall include, as applicable, the following:

- A. **A signed cover letter**, with signature authorizing and approving the request by the eligible RTPA. **This cover letter should also confirm that the RTPA developed the plan in consultation and coordination with its transit operators.**
- B. **An Allocation Package Narrative Explanation**, covering most of the requirements for the **regional short-term financial plan for immediate service retention** required by statute. This narrative explanation is required by December 31, 2023, unless the RTPA declares that none of the **STA-eligible** transit operators eligible to receive funding within their jurisdiction will have an operational funding need for SB 125 or additional discretionary or nonformula state funding between the 2023-24 fiscal year and the 2026-27 fiscal year, inclusive. It also must declare that it will not use the SB 125 funding **as operating funding** for any of its **STA-eligible** transit operators **(or its own transit operations, when the RTPA also operates transit service)**. Such declarations may take the place of the narrative explanation, if applicable. Even if such declarations are made, the regional Allocation Package Narrative Explanation will still be a required submission by December 31, 2024, in order to receive a timely allocation of FY24-25 funding from SB 125 sources.

The Allocation Package Narrative Explanation shall include the following:

- i. **An explanation of what funding and service actions are being taken within the region that utilize resources other than SB125 funding.** This explanation incorporates the requirement to provide *a demonstration of how the region will address any operational deficit, using all available funds, through the 2025–26 fiscal year, based on a 2022 service baseline*. Each plan shall provide narrative and data describing the funding approach that addresses expected operational deficits of existing **STA-eligible** transit operators through the 2025-26 fiscal year across all the region's **STA-eligible** transit operators, including strategies to use all available local, state, and federal funds to address such deficits, and the impacts such strategies may have on any capital projects. This section shall focus on the approaches the region is taking and plans to take before the use of SB 125 funds to mitigate operational deficits, both in calendar year 2023 and in future fiscal years through the end of FY25-26. When applicable, this should include reference to delay or elimination of lower priority capital projects to increase funding for operations, utilizing historically high State Transit Assistance funding tied to recent high diesel fuel prices, the use of federal transit formula funding made higher through the Infrastructure Investment and Jobs Act (IIJA) for preventative maintenance expenditures within the operating budget, or the use of higher Local Transportation Fund revenues tied to healthy sales and use tax receipts in certain counties. In some cases, strategies involving the use of non-SB 125 funds to increase transit operator funding may allow SB 125 funds to target capital needs. If utilized, such strategies should be described in this section. To the extent that such deficits cannot be fully addressed with available funds and actions, service impacts relative to the December 31, 2022 service baseline shall be described. *This section shall be analyzed and reviewed for completeness. It is understood to be a summary of major*

actions taken and planned to be taken across the region based on RTPA and/or transit operator decision-making.

- ii. **A description and justification of the RTPA strategy to use SB 125 funding to construct capital projects and fund operating expenses that lead to improved outcomes in its jurisdiction.** This section shall describe the region's overall strategy for choosing to spend the expected SB 125 funds on the capital projects and operational expenses described in its Allocation Package. This section addresses the statutory requirements to provide a *justification for how the region's funding is proposed to be allocated to capital and operational expenses* and provide a *demonstration of how the plan will mitigate service cuts, fare increases, or layoffs relative to a 2022 service baseline to achieve short-term financial sustainability*. This section shall highlight the specific manner in which SB 125 funding requested for operations will reduce or eliminate the need for service cuts, fare increases or layoffs. With recent positive results from efforts designed to increase speed of transit services, allowing similar levels of service with lower operating costs or more service with the same operating budget, this section of the Allocation Package would benefit from describing any such efforts that are proposed for the region and transit operators in question. This can include transit-specific infrastructure, stop consolidation, or other efforts. In addition, this description addresses the statutory requirement to provide a *summary of how the plan will support ridership improvement strategies that focus on riders, such as coordinating schedules and ease of payment and improving cleanliness and safety, to improve the ridership experience*. Since **increasing** ridership and the associated fare revenues is one approach to strengthening the financial performance of each region's transit operators, this section shall highlight any portion of the capital projects or any portion of operating funds that are specifically focused on supporting improvement in ridership. **This section should also describe any efforts to integrate fares among transit agencies in the region or even outside of the region covered by the RTPA.** *This section shall be analyzed and reviewed for completeness.*
- iii. **A detailed breakdown and justification for how the funding is proposed to be distributed between transit operators and among projects, consistent with the legislative intent described in SB 125.** This section shall include a narrative (and appropriate data and tables) describing the justification for the funding distribution to each specific operator and project that is requested. If requesting spending for transit operations, this section shall address the following items identified in the legislative intent language in SB 125:
 1. address operational costs until long-term transit sustainability solutions are identified
 2. assist transit operators in preventing service cuts and increasing ridership
 3. prioritize the availability of transit for riders who are transit dependent
 4. prioritize transit agencies representing a significant percentage of the region's ridership

If requesting funding for both capital projects and transit operations, the justification for the capital project shall include discussion of the high-priority nature of the capital project and the significance of its completion to the region. **In most cases, existing TIRCP-funded capital projects that are already substantially funded and in need of additional resources for completion are expected to be prioritized over beginning new projects.** **This narrative section should address the approach to this issue.** *This section shall be analyzed and reviewed for completeness.*

- C. **An Allocation Package Detailed Project Description**, required of all agencies requesting an allocation, regardless of whether they are required to submit a short-term financial plan by the end of 2023. This detailed project description covers all projects that are recommended by the RTPA for SB 125 funding. It does not need to fully utilize all available funds, as this document may be updated on a rolling basis throughout the period covered by SB125 funding as part of an Updated Allocation Package submission. However, for timely distribution of FY23-24 funds, this portion of the Allocation Package must be submitted by December 31, 2023, and for timely distribution of FY24-25 funds, by December 31, 2024.

The **detailed project description** described above must provide details about how the funding is proposed to be distributed between transit operators and among projects, both capital and operations. *This section shall be analyzed and reviewed for project eligibility and completeness.*

The list is divided into three sections, covering TIRCP Capital, ZETCP Capital and Operations Funding. Required contents for each are below.

TIRCP Capital

1. If an agency is requesting allocations for funding for an **existing TIRCP project** (i.e., a project that has received a previous TIRCP grant, including those involving project development for major projects), they should identify the title of the project and the TIRCP cycle of award (cycles 1-6). They should also identify whether the funds will be used for the full project or for a subcomponent. Each project receiving additional funding shall identify the reason for additional funds being needed, including cost escalation, additional scope requirements or maintaining federal funding commitments. No additional GHG reduction or increased ridership benefits are required to request funds for an existing TIRCP project.
2. If an agency is requesting allocation for funding for **new TIRCP-eligible projects**, they shall include for each requested TIRCP capital project:
 - a. A summary or fact sheet (one- to two-page) that includes the following elements:
 - i. Implementing agency or agencies
 - ii. Project title
 - iii. Dates for the start and end of each project phase
 - iv. Summary of project scope
 - v. Total project costs, **including identification of the amount of funding used for project management as budgeted for the agency or agencies involved (inclusive of RTPA project management)**
 - vi. Identification of the source, type and amount of all funding
 - b. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.
 - c. Project Location – provide a map for each of the following:
 - i. Project location denoting the project site. Provide a KML file for the project with the transit route/project location represented by lines and stops represented by points as applicable.
 - ii. In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density. **This information may come from planning documents and/or zoning code if other approaches are not readily available.**

- iii. In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. **This information may come from planning documents and/or zoning code if other approaches are not readily available.**
 - iv. Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project).
 - d. An explanation of greenhouse gas reducing features of the project such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. For all construction projects, agencies are required to submit a copy of the California Air Resources Board (CARB) Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits identified in Attachment 2.
 - e. An explanation of expected ridership benefits of the project when constructed, **including how the project supports better integration of transit services in the region among modes and providers if applicable.**
 - f. If applicable, an explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550.
3. If agencies plan to use this funding for only **project development activities for a new project**, they are required to show how their project or program of projects will be eligible to apply for TIRCP construction funding in the future. If the project would not be eligible to apply for TIRCP as a new project, it will not qualify for funding for project development. Agencies shall also demonstrate that they have entered into, or have applied to enter into, federal project development processes for at least a portion of the project or program of projects, and that they expect to receive federal funding in the future once complete with project development. If the agency expects to be able to leverage state funding to provide the match necessary to obtain federal planning funds, this should also be identified. The required detail for project development only is as follows:
- a. A summary or fact sheet (one- to two-page) that includes the following elements:
 - i. Implementing agency or agencies
 - ii. Project title
 - iii. Dates for the start and end of each project development phase, as well as the anticipated date of construction
 - iv. Summary of overall project scope for the constructed project, with an emphasis on project development scope
 - v. Total project costs for project development, and an estimate of the fully constructed project cost if available
 - vi. Identification of the source, type and amount of all funding for the project development phase **and intended funding for the construction phase**
 - b. A detailed project schedule for the project development phase, including the project's current status, and the completion dates of all major delivery milestones.
 - c. Description and map designating the project location

- d. An explanation of greenhouse gas reducing features of the project such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. No GHG emissions reduction quantification is required, but can be acknowledged, if available.
- e. An explanation of expected ridership benefits of the project when constructed, **including how the project supports better integration of transit services in the region among modes and providers if applicable.**
- f. If applicable, an explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550.

ZETCP Capital

If an agency is requesting allocation for funding for **ZETCP capital projects**, they shall include for each requested ZETCP capital project:

- a. A summary or fact sheet (one- to two-page) that includes the following elements:
 - i. Implementing agency or agencies
 - ii. Project title
 - iii. Dates for the start and end of each project phase
 - iv. Summary of project scope
 - v. Total project costs, **including identification of the amount of funding used for project management as budgeted for the agency or agencies involved (inclusive of RTPA project management)**
 - vi. Identification of the source, type and amount of all funding
- b. A detailed project schedule, including the project's current status, and the completion dates of all major delivery milestones.
- c. Project Location – provide a map for each of the following, where relevant:
 - i. Project location denoting the project site. Provide a KML file showing project location(s) and impacted transit lines.
 - ii. In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density. **This information may come from planning documents and/or zoning code if other approaches are not readily available.**
 - iii. In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. **This information may come from planning documents and/or zoning code if other approaches are not readily available.**
 - iv. Planned and existing active transportation infrastructure.
- d. An explanation of greenhouse gas reducing features of the project. For all construction projects, agencies are required to submit a copy of the California Air Resources Board (CARB) Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits identified in Attachment 2.
- e. At the time of the Allocation Package submission, applicants are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology

developed by CARB. This tool can be found here:

<https://ww2.arb.ca.gov/resources/documents/ci-methodologies>

- f. An explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low-income communities or low-income households as defined by SB 535 and AB 1550. Agencies must evaluate the criteria detailed by CARB (see Attachment 1) and complete the CARB benefit criteria table in Attachment 3, to determine whether the project meets criteria for providing direct, meaningful, and assured benefits to a disadvantaged community, low-income community, and/or low-income households and address a community need pursuant the CARB's Funding Guidelines, and document the manner in which all or part of the project does so. If an agency plans to engage in additional efforts to consult with disadvantaged or low-income stakeholders as part of project development, a specific task and budget for the proposed activities should be included in the project application.
 - i. It is a goal of programs using GGRF resources to maximize benefits to disadvantaged communities and low-income communities and households. Pursuant to the requirements of SB 535, as amended by AB 1550, the overall California Climate Investments Program funded with Cap-and-Trade auction proceeds must result in: (1) a minimum of 25% of the available moneys in the GGRF to projects located within, and benefiting individuals living in, disadvantaged communities, (2) an additional minimum of 5% to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low-income communities located anywhere in the state, and (3) an additional minimum of 5% either to projects that benefit low-income households that are outside of, but within a 1/2 mile of, disadvantaged communities, or to projects located within the boundaries of, and benefiting individuals living in, low-income communities that are outside of, but within a 1/2 mile of, disadvantaged communities.
 - ii. Information on California Climate Investments to Benefit Disadvantaged Communities with background on SB 535, AB 1550 and the CalEPA California Communities Environmental Health Screening Tool 4.0 (CalEnviroScreen), can be found at: <https://calepa.ca.gov/EnvJustice/GHGIInvest/>
- g. Identification of whether the entire project, or only certain components, address AB 1550 benefits, and identification of the portion of the budget related to those components.
- h. An explanation of expected ridership benefits of the project when constructed, if any.

Transit Operations Funding

If an agency is requesting an allocation of funding for transit operations for one **or more** of the **STA-eligible transit** operators **in its jurisdiction**, it shall include the following information for each operator covered by its request:

1. Name of Transit Operator
2. 2022-23 Ridership for the Operator and Operator's Percent of Region's Total Ridership
3. Amount of Funding Requested, by source (TIRCP or ZETCP) and Budget Year
4. List of Specific Activities Funded by the Request, quantified where possible:
 - a. Amount of service being paid for by the additional funding expressed in both revenue service hours and by nature of service retention, restoration or increase invested in (e.g. preventing a reduction in frequency on one or more routes (or systemwide), frequency increases on particular routes or launch of new routes made possible by the funds). **Costs involved in maintaining current operations may include those necessary for ensuring safety and state of good**

repair of the vehicles and infrastructure necessary to operate service and shall be identified with respect to the current service level they are protecting. In some regions, a different STA-eligible operator may be better able to implement increased or restored service levels than the original operator. This flexibility is allowed and should be noted in the project description when utilized.

- b. Identification of operating expenses invested in increased safety and security measures
- c. Identification of operating expenses that are intended to increase ridership, including those that fund actions to improve coordination of routes and schedules

5. Identification of benefits to transit dependent riders of activities funded by the request

- D. **A summary Excel table including the proposed uses of TIRCP and ZETCP funds by fiscal year of availability**, up to the levels presented in Section 3 above. Uses shall be subdivided between funding for capital projects and funding for operations expenses, with each project and its implementing agency specifically identified, and each operator that will receive operations funding also specifically identified. An Excel template to be used in submitting this required information will be available on the CalSTA website within the Subject Area page dedicated to SB125 Funding. This table should contain data that matches the information submitted in the **Allocation Package Detailed Project Description**. The data table shall indicate the funding year from which funds are encumbered to the project or operating expense by the RTPA. Actual expenditure of funds may be in that year or a future year, as necessary for the project or operation.
- E. Agencies must also submit **regionally representative transit operator data** in coordination with transit operators providing service within the jurisdiction of the regional transportation planning agency. Regionally representative operator data is expected to include all State Transit Assistance-receiving agencies that are also direct reporters to the National Transit Database (NTD), as well as any additional agencies that are expected to receive either operating or capital project funding from the SB 125 funds. Exceptions are noted below. This data collection is aligned with some of the expected data needs for the Transit Transformation Task Force. For agencies to receive an allocation of funds in the 2023-24 fiscal year, the transit operator data must be submitted by December 31, 2023. CalSTA and Caltrans will review the data submissions for completeness, understanding the quality of the data may vary between operators. RTPAs are not required to confirm the data accuracy compiled from their transit operators. If the transit operator data does not meet the following requirements or is incomplete, agencies will have an opportunity to remedy their submission and receive access to the funding after the requirements are met, by no later than April 30, 2024. The regionally representative transit operator data shall include, but is not limited to:
 - i. **Existing fleet and asset management plans by transit operators.** Innovative Clean Transit Plan developed for CARB will be considered an already-responsive component of this requirement. Operators that are required to submit Asset Information Module data to the FTA's National Transit Database (whether on their own or as part of a group plan) should confirm the last time period for which data was submitted, and whether they submitted their data as part of a group plan. If such data is already submitted to the NTD by Caltrans, the most recent submission should be noted and referenced. If the STA-eligible transit operators within an RTPA's jurisdiction have operator-specific fleet and/or asset management plans developed for their own management purposes, or for compliance with FTA Capital Investment Program requirements, the most recent version of such plans should be submitted.
 - ii. **Revenue collection methods and annual costs involved in collecting revenue for**

each transit operator and regional transportation planning agency involved, by payment instrument. The methods (payment instruments) of revenue collection should be noted and described for all operators covered by the data submission requirements, including reference to use of cash fareboxes, transit passes and tickets available for sale at different locations and in different media, use of mobile ticketing and/or use of smart cards or contactless payment. Information on revenue collection costs shall also be submitted for those operators or regional agencies that are able to identify specific costs in their operating or capital budgets associated with such revenue collection costs. Annual cost should be related to annual revenue for each **STA-eligible transit** operator that has relevant data to report. For operators that have no identifiable expenses and are not NTD reporters, fare revenues shall still be submitted for the most recent fiscal year in question. For regional agencies that have revenue collection costs without collecting fare revenues directly, the revenue collection costs should be reported by payment instrument, along with an indication of which operators are served by such revenue collection efforts.

1. The dataset shall include, for each transit operator or regional transportation planning agency involved in revenue collection (as applicable):
 - a. Total cost of revenue collection and total revenue collected for the most recent fiscal year
 - b. Cost of revenue collection by payment instrument (where available, even if only for certain instruments and not all) and total revenue collected by those same payment instruments, for the most recent fiscal year.
 2. Planned capital costs related to fare collection in the next 4 years, if any are planned (including those within expected transit vehicle or other procurements).
- iii. **A statement of existing service plan and planned service changes through the end of 2023-24, and schedule data in General Transit Feed Specification (GTFS) format.** The goal of this data submission is to provide up to date representation of schedules by transit operator. Nearly all transit agencies of the state are providing their data in GTFS format on a regular basis, and are required to start doing so by FTA regulations by 2024. Such data is already visible to the public and to state agencies as indicated below. Compliance with these statutory requirements may be met by each operator confirming that their current schedule data is correct (an accurate representation of the service that the customer will see in operation), and that future service changes will be translated into an updated GTFS format on a timely basis. If a service change is planned during FY 23-24, an estimated date for submission of GTFS data should be indicated.

A brief summary of the existing service plan and changes to the levels of service planned by operator, at a level that is representative of the larger planned changes but does not need to cover minor changes, shall accompany the allocation package. Major frequency changes, or addition or discontinuance of routes, should be reflected, but not minor routing or scheduling changes. In addition, changes in total amount of revenue service hours planned for this current fiscal year shall be reported, along with the timeframe for such a change.

1. Existing service is assumed to have been described in the agencies most recent GTFS feed / GTFS Realtime feed. A list of agencies and associated feeds can be found at <https://data.ca.gov/dataset/cal-itp-gtfs-ingest->

[pipeline-dataset/resource/e4ca5bd4-e9ce-40aa-a58a-3a6d78b042bd](https://dot.ca.gov/caltip/pipeline-dataset/resource/e4ca5bd4-e9ce-40aa-a58a-3a6d78b042bd). If this is in error, please contact hello@calitp.org. More general information specific to reporting in GTFS may be found at <https://dot.ca.gov/caltip/california-minimum-general-transit-feed-specification-gtfs-guidelines>.

2. For the proposed service plan, the ideal format is a GTFS feed, representing, at a minimum, proposed weekday, Saturday and Sunday service, planned scenario. Otherwise, we will accept frequency or new line-based changes. (i.e., line X goes from every 20 minutes to every 10 minutes during peak periods, defined as 6am-9am and 4pm to 7pm).
 3. The phasing plan for any proposed service changes.
- iv. **Expenditures on security and safety measures.** This data should be submitted by those agencies that have current or changed levels of expenditure that are specific to security (including cybersecurity) and safety measures, if applicable to the agency or operators covered by the report. This information is expected to highlight those regions and agencies that are expending significant funding, in order to consider this in the context of the Transit Transformation Task Force and to consider the role such spending may play in restoring and increasing ridership. Not all agencies and operators are expected to have specific data in this area.
 - v. **Opportunities for service restructuring, eliminating service redundancies, and improving coordination amongst transit operators, including, but not limited to, consolidation of agencies or reevaluation of network management and governance structure.** RTPAs with efforts involving these activities across their region or involving specific operators shall provide a summary of the opportunities they are pursuing or have acted upon, including any reports on such opportunities.

Technical assistance in addressing the required contents of the Initial Allocation Package and any future updates may be requested by emailing the SB 125 e-mail address at SB125transit@calsta.ca.gov. Assistance may be provided by CalSTA, Caltrans or CARB, depending on the nature of the specific question.

Applicants are reminded that while initial allocation packages are due by December 31, 2023, they may submit updates to such packages on a rolling basis that CalSTA anticipates reviewing on a 30- to 60-day timeline for approval of additional allocations of funding, up to the limit available for the RTPA at the relevant point in the program.

RTPAs are also required to make publicly available (i.e., posted online) a summary of monthly ridership data, consistent with the data submitted to the FTA's NTD, from all its transit operators and should cover the time period starting on July 1, 2022, through at least June 30, 2028. The monthly reports should include ridership data for each mode of public transportation service that the agency operates. This information will provide the public with monthly trends in ridership and service supplied throughout the year, and also allow for a comparison of ridership recovery compared to this same time last year. Caltrans will provide all RTPAs with a summary report each month that meets the requirements of this statutory provision, drawn from the data reported to the National Transit Database. The data will be drawn from the NTD at: [Complete Monthly Ridership \(with adjustments and estimates\) | FTA \(dot.gov\)](#). RTPAs are required to post a link to this report and data in a manner easily accessed by the public, so that ridership trends within their region can be easily reviewed, in order to receive approval for their allocation packages. **For RTPAs with transit operators who do not report monthly data to the NTD, Caltrans will include the most recent annual ridership numbers provided to the NTD. RTPAs may publish additional ridership data for agencies that do not report monthly to the NTD at their discretion, in order**

to allow public understanding of the changes in ridership experienced over the SB 125 funding time period.

Unrelated to the Allocation Package submissions, agencies are required to submit and receive approval of a one-time, long-term financial plan by June 30, 2026, that addresses the approach to sustain the region's transit operations absent additional discretionary or nonformula state funding to maintain eligibility for future TIRCP funding in the 2026-27 fiscal year and beyond. *This plan will be analyzed and reviewed for completeness.*

Each long-term financial plan shall include, but is not limited to:

- I. Demonstration of the implementation of ridership retention and recovery strategies, including, but not limited to, policies that prioritize safety and cleanliness and streamlined coordination between transit operators, such as schedule coordination, reduced boarding times, operational management, and site sharing, to improve rider experience.
- II. A five-year forecast of operating funding requirements with detail on all sources of funding proposed for operations, including any new local and regional funding sources being pursued and the progress and improvements implemented since the last submitted regional short-term financial plan.

Technical assistance as it relates to the development of long-term financial plans may be offered from CalSTA and/or Caltrans. RTPAs are expected to utilize existing plans and documents that address the requirements of the long-term financial plan where possible, including the use of supplemental materials or addenda that address the long-term plan requirements and reference back to their existing plans as applicable. CalSTA analysis and review for completeness will only extend to content required by the provision of SB 125. Additional guidance will be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125.

7 Approval and Programming

Once an agency's Initial Allocation Package is received, along with verification that monthly ridership data as required by statute is available on each regional agency's website, CalSTA will review and analyze the submitted documents for completeness and for project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding. If all projects are eligible and the documentation is complete, CalSTA will notify the RTPA that its package is approved, publish the information on its SB125 Transit Formula Program subject area page, and authorize disbursement of applied-for funds to the RTPA. If Initial Allocation Packages are incomplete, RTPAs will be promptly notified and allowed to address areas of incompleteness. If any projects are found to be ineligible, RTPAs will be provided an opportunity to choose between either remedying the ineligible project (or replacing it with another) prior to having the entire package approved, or advancing all projects that are eligible and addressing the ineligible project in a future Updated Allocation Package. CalSTA will maintain a Program Allocation Report that will incorporate all approved projects (both capital and operating) that will be updated in any quarter during which additional approvals of Initial Allocation Packages or Updated Allocation Packages have been made.

Agencies are not required to fully apply for all available funding at the time of Initial Allocation Package submission. Unrequested monies, or the request to program interest earned on deposited funds that have not yet been disbursed to implementing agencies, may be requested in a future Updated Allocation Package. If an agency chooses to request previously unrequested funding or reprioritize funding between projects (including the addition or deletion of a project from their approved project list), an Updated Allocation Package shall be submitted for approval, including a Summary of Changes section immediately after the cover letter authorizing submission, and any updates to the project information in the document relative to the request. Such documents will be reviewed and analyzed upon receipt for completeness and

project eligibility with a commitment to facilitate these funds to projects in an expeditious manner and not infringe on the local decision-making processes that determined the specific projects proposed for funding, with the approved changes included in the quarterly updates to the Program Allocation Report. Notification will be provided to each submitting agency within 30 to 60 days of submission of an Updated Allocation Package regardless of whether the next quarterly Program Allocation Plan has been published.

8 Project Delivery and Reporting

To the extent that recipients specify existing TIRCP projects that already have competitive TIRCP funding awards, CalSTA and Caltrans will work with each project sponsor to update project program supplements to reflect the use of these supplemental resources on the project under its delegated authority from CalSTA. The first year of funding for TIRCP and the ZETCP is already available for distribution once required materials are submitted and is expected to be fully encumbered or expended and liquidated by June 30, 2028. FY23-24 funds for TIRCP and the ZETCP must be disbursed to RTPAs by this deadline. Once received by the RTPA there is no deadline for the expenditure of funds. Agencies may spend SB 125 funds in any order relative to other state, federal and local funds.

As a condition of ongoing disbursement of requested SB 125 funds, the RTPAs must submit to CalSTA an Annual Report documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and total amount remaining. Recordkeeping and reporting requirements will apply through the life of the projects.

As previously noted, recipients must deposit funds into a dedicated bank account that will hold only SB 125 funds. If a separate account is not possible, the agency may show documents of a line item or subaccount dedicated to SB 125 funds. These funds must also be spent on eligible projects and will be accounted for when an agency submits its required Annual Report.

A reporting template will be distributed prior to the first annual report being due by December 31, 2024.

A final delivery report for completed capital projects may also be required, to provide notification of the completion of the project and confirmation of its placement into service. Additional guidance may be developed and articulated in future updates to these guidelines, per the legislative intent of SB 125, and may include the development and distribution of a final delivery report template in the future.

Consistent with CARB's Funding Guidelines, local agencies are required to report on job co-benefits, in addition to all other reporting requirements, for funding associated with the ZETCP. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of the Allocation Package submission for the ZETCP, agencies are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the semi-annual reporting process. Note that these requirements are only for the ZETCP and are not necessary for the SB 125 TIRCP funding. Projects accessing funding from the ZETCP may also be required to submit reporting information related to greenhouse gas reductions and priority population benefits in accordance with the CARB's Funding Guidelines (see Attachment 1).

Implementing agencies should note that additional Project Outcome Reporting may be required for TIRCP or ZETCP capital projects. Caltrans may provide assistance through Cal-ITP on scheduling, real-time information and payments to streamline reporting requirements.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of SB 125 projects to evaluate the performance of the project, or compliance with state and federal laws and

regulations, contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the Allocation Package. A report on the projects audited must be submitted by the auditing agency to CalSTA.

In addition, agencies that receive ZETCP funding under this program shall submit a report to CalSTA, no later than October 31, 2024, and annually by October 31st of subsequent years, that includes the following information:

- a. How much funding is to be used for operating costs, if any.
- b. The number, type, date, and location of zero-emission buses, trains or other vehicles purchased, if any.
- c. The number, type, date, Open Charge Point Interface (OCPI) data, and location of electric charging stations or hydrogen fueling stations purchased and installed, if any.
- d. The nameplate capacity of installed equipment in kilowatts for electric charging stations and kilograms per day for hydrogen fueling stations, if any.
- e. The total costs and the source of funding for vehicles and equipment purchased using these funds.

Additional guidance related to the ZETCP annual report will be provided at least six months before its required submission.

9 Project Administration

Projects awarded funding from SB 125 are expected to document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, ZETCP, the California State Transportation Agency as the program sponsor, and the state programs as fund sources, as applicable, in order to ensure transparency regarding the funding of the projects. Additional details may be provided.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by CalSTA and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

If a short-term financial plan does not meet the content and completeness requirements outlined in section 6, or if specific projects described do not meet eligibility requirements, agencies will have an opportunity to remedy their plan and receive access to the funding after the requirements are met.

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the recipient which affects performance of this funding, or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, the agency may be required to fully or partially repay funds from the TIRCP or ZETCP.

Attachment 1: CCI Funding Guidelines for Administering Agencies **(applies to ZETCP Recipients Using GGRF Funds)**

Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in [AB 398](#) and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "[priority populations](#)"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to [priority populations](#) and help ensure that [statutory requirements](#) are met, which are described in AB 1550.

Additional information can be found at the following CARB websites:

<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology

CCI Quantification and Reporting Materials

Administering agencies using ZETCP GGRF funding for capital expenditures must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the [TIRCP QM](#) and associated [Calculator Tool](#) to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

The TIRCP Calculator Tool will be used for most ZETCP capital projects, and also for developing quantification estimates for new TIRCP capital projects using SB 125 funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings (\$), and
- Energy and fuel cost savings (\$).

While many ZETCP and TIRCP projects will use the TIRCP calculator tool, there are some project types that may not be covered by a single tool. CARB staff have developed the ZETCP QM by compiling the calculator tools from TIRCP, LCTOP, the Affordable Housing and Sustainable Communities (AHSC) program, the Low-Income Weatherization Program (LIWP), and the Low Carbon Fuel Production (LCFP) Program. The LIWP calculator can be used to calculate the benefits from solar panel and microgrid installations. The LCFP calculator can be used to calculate the benefits from alternative fuel generation in either a new facility or an expanded, existing facility.

All CARB co-benefit assessment methodologies are available at:
<https://ww2.arb.ca.gov/resources/documents/cci-methodologies>

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP, and are expected to also be used to report on outcomes for ZETCP GGRF-funded projects. Additional quantification tools will be identified by CARB for ZETCP project types that are not covered by current quantification tools, generally

utilizing select tools used by existing GGRF programs.

Additional information can be found at the following CARB website:

<https://ww2.arb.ca.gov/resources/documents/ci-quantification-benefits-and-reporting-materials>

Co-benefit Assessment Methodology

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in [CARB's Funding Guidelines](#).

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.

<https://ww2.arb.ca.gov/resources/documents/ci-methodologies>

Attachment 3: Benefit Criteria Tables

CCI Benefit Criteria Tables

ZETCP will use the Sustainable Transportation [Benefit Criteria Table](#) developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as “priority populations”.

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:

Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.

Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.

Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimum.

Senate Bill (SB) 125 Funding Update

Board of Directors

SB 125 Background & Guidelines

State Budget – Transportation Funding

- \$5.1 billion in State of California funding for transit between FY24-27
 - \$4 billion for Transit and Intercity Rail Capital Program (TIRCP)
 - Population-based distribution (PUC 99313*)
 - Includes flexibility for transit operations
 - \$1.1 billion for Zero-Emission Transit Capital Program (ZETCP)
 - Population- and revenue-based distribution (PUC 99313, 99314*)
 - Includes flexibility for transit operations
- MTS to receive approximately \$284 million over four fiscal years
 - Majority of funding, approximately \$264 million, will be provided in the first two fiscal years

**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.*

SB 125

- Instituted accountability and reform requirements for agencies to access funding included in Budget Act
- Required the California State Transportation Agency (CalSTA) to develop guidelines and administer accountability program to govern the distribution of funds
 - Informal Draft Guidelines released on August 18, 2023
 - Formal Draft Guidelines released on September 1, 2023
 - Final Guidelines released on September 29, 2023

SB 125 – Legislative Intent

- Provide one-time multiyear funding for transit operators to address operational costs until long-term transit sustainability solutions are identified
- Assist transit operators in preventing service cuts and increasing ridership
- Prioritize the availability of transit for riders who are transit dependent

SB 125 Guidelines

- TIRCP eligible projects (capital projects):
 - Funding allocated to capital projects via TIRCP funds must comply with traditional TIRCP guidelines (e.g. demonstrate reduction in greenhouse gas emissions and an increase in ridership)
- ZETCP eligible projects (capital projects):
 - Funding allocated to capital project via ZETCP funds must comply with ZETCP guidelines (e.g. purchase of ZEBs, ZEB infrastructure, zero emission facility modifications, and demonstrate reduction in greenhouse gas emissions)

SB 125 Guidelines

- TIRCP & ZETCP eligible projects (flexible operations funding)
 - Operating expenses may be used in compliance with the legislative intent of SB 125:
 - Retention of service, restoration of service, or increased service (prioritizing transit dependent riders);
 - Ensuring safety and state of good repair of vehicle and infrastructure necessary to operate service;
 - Free and reduced fare programs;
 - Planning expenses related to implementation of ridership recovery and retention strategies;
 - Operating expenses intended to increase ridership; and
 - Operating expenses invested in increased safety and security measures

Requirements for Funding Allocation

- Allocation Package due to CalSTA by December 31, 2023
- Allocation Package should address projects and operations seeking an allocation of funds for at least FY24, but highly recommend showing plans for the entire program period through FY27
 - Must incorporate the following details including, but not limited to, explanation of funding and service actions; breakdown and justification of funding distribution; detailed project descriptions and activities; and various data reports and sources
- Updated Allocation Packages may be submitted on a rolling basis

Approval and Programming

- CalSTA will review Allocation Packages for completeness and project eligibility
- CalSTA will not infringe on local decision-making processes
 - Will ensure Package is compliant with details included in Final Guidelines
- Allocation Packages may be updated by respective agencies and resubmitted on a rolling basis, as needed

Timeline

- August 18, 2023 – release of Informal Draft Guidelines
- August 28, 2023 – explanatory webinar hosted by CalSTA
- September 1, 2023 – release of Formal Draft Guidelines
- September 7, 2023 – Formal Draft Guidelines Workshop
- September 14, 2023 – Closing date for comments
- September 29, 2023 – CalSTA published final SB 125 Guidelines
- ***December 31, 2023 – Allocation Package submittals due***
- ***April 30, 2024 – Requested funding will be allocated by this date***

Funding Allocation Recommendations

Zero-Emission Transit Capital Program

- ZETCP eligible projects (capital projects):
 - Funding allocated to capital project via ZETCP funds must comply with ZETCP guidelines (e.g. purchase of ZEBs, ZEB infrastructure, zero emission facility modifications, and demonstrate reduction in greenhouse gas emissions)
- Staff proposal for ZETCP capital projects funding:
 - Use this funding for ZEB infrastructure projects within the FY25-28 Capital Improvement Program (CIP)

Zero-Emission Transit Capital Program (\$46.3M)

Project Name	FY25	FY26	FY27	FY28
Bus Ops - East County Division Overhead Charging Infrastructure	\$ 5,585	\$ 1,585	\$ 8,680	\$ -
Bus Ops - Imperial Ave Division Overhead Charging Infrastructure	4,090		1,005	2,780
Bus Ops - Copley Park Division Overhead Charging Infrastructure	510	2,180		1,005
Bus Ops - South Bay Division Overhead Charging Infrastructure	7,080	5,920		5,900
Total	\$ 17,265	\$ 9,685	\$ 9,685	\$ 9,685

Transit and Intercity Rail Capital Program

- TIRCP eligible projects (capital projects):
 - Funding allocated to capital projects via TIRCP funds must comply with traditional TIRCP guidelines (e.g. demonstrate reduction in greenhouse gas emissions and an increase in ridership)
- Staff proposal for TIRCP – capital project funding:
 - Orange Line Signal Project - Phase 1 (existing TIRCP project)
 - Existing TIRCP approved capital project expanded to include all signaling equipment along the Orange Line

Transit and Intercity Rail Capital Program

- Staff proposals for TIRCP – flexible operations funding:
 - Security Enhancements
 - Addition of 47 positions for the Security department
 - Approved by the Board on 9/14
 - Trolley Service Enhancements
 - A minimum of 15 minute service all day, every line effective June 2024
 - 7½ minute service between downtown and UTC during the peaks effective June 2025
 - Bus Service Enhancements
 - Replacement of driver related cuts
 - Other span and frequency adjustments
 - Overnight service Downtown to the border
 - Iris Rapid Operations
 - Structural Deficit Balancing

Note: staff is not recommending flexible operations funding for YOP program at this time, as SANDAG is currently exploring alternative funding opportunities.

Transit and Intercity Rail Capital Program – Capital & Operations funding (\$237.3M)

Project Name	FY24	FY25	FY26	FY27	FY28
Orange Line Signal Project - Phase 1 (existing TIRCP project)	\$ -	\$ 26,000	\$ -	\$ -	\$ -
Security Enhancements	1,500	3,500	3,500	3,500	3,500
Trolley Service Enhancements		8,700	11,000	11,000	11,000
Bus Service Enhancements		12,000	12,000	12,000	12,000
Iris Rapid Operations	3,000	4,000	4,000	4,000	4,000
Structural Deficit Balancing				13,418	73,712
Total	\$ 4,500	\$ 54,200	\$ 30,500	\$ 43,918	\$ 104,212

San Diego Transit Equity Working Group (SDTEWG) Comment Letter

- On September 19, the SDTEWG provided a comment letter on SB 125 and included the following funding recommendations:
 - *Environmental Justice-Focused Planning*: Prioritize environmental justice (EJ) communities by identifying projects and service changes that will improve access to transit by 2025
 - *Youth Opportunity Passes (YOP)*: Provide no-cost transit passes for those 24 years of age and under
 - *Bus Service Every Ten Minutes*: Implement bus service every ten minutes on high-ridership lines
 - *24-Hour Service*: Provide 24-hour service on high-ridership routes
 - *All-Electric Bus Fleet*: Accelerate the electrification of buses

Impact of Funding Allocation Proposal on Budget Forecast

Operating Budget Forecast - Original

	FY 2024 Proposed	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Operating Revenues	\$ 103,635	\$ 111,603	\$ 117,929	\$ 123,251	\$ 127,630	\$ 130,181
Subsidy Revenues	252,243	258,742	265,999	272,780	279,156	285,136
Total Recurring Revenues	\$ 355,879	\$ 370,345	\$ 383,929	\$ 396,032	\$ 406,786	\$ 415,316
Total Operating Expenses	406,997	427,365	444,113	459,041	472,673	487,259
Net Operating Deficit	\$ (51,118)	\$ (57,020)	\$ (60,185)	\$ (63,009)	\$ (65,886)	\$ (71,942)
Reserve Revenues	(90)	(122)	(136)	(138)	(130)	(130)
Total Revenues Less Expenses	\$ (51,209)	\$ (57,142)	\$ (60,320)	\$ (63,147)	\$ (66,017)	\$ (72,073)
Federal Stimulus Funding	51,209	57,142	60,320	16,400		
Total Operating Income (Deficit)	\$ -	\$ -	\$ -	\$ (46,747)	\$ (66,017)	\$ (72,073)

Operating Budget Forecast - Revised

	FY 2024 Proposed	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Operating Revenues	\$ 103,635	\$ 111,603	\$ 117,929	\$ 123,251	\$ 127,630	\$ 130,181
Subsidy Revenues	252,243	258,742	265,999	272,780	279,156	285,136
Total Recurring Revenues	\$ 355,879	\$ 370,345	\$ 383,929	\$ 396,032	\$ 406,786	\$ 415,316
Total Operating Expenses	408,497	445,565	464,613	479,541	493,173	507,759
Net Operating Deficit	\$ (52,618)	\$ (75,220)	\$ (80,685)	\$ (83,509)	\$ (86,386)	\$ (92,442)
Reserve Revenues	(90)	(122)	(136)	(138)	(130)	(130)
Total Revenues Less Expenses	\$ (52,709)	\$ (75,342)	\$ (80,820)	\$ (83,647)	\$ (86,517)	\$ (92,573)
Federal Stimulus Funding	48,209	47,142	50,320	39,729		
SB 125 TIRCP	4,500	28,200	30,500	43,918	86,517	17,695
Total Operating Income (Deficit)	\$ -	\$ -	\$ -	\$ (0)	\$ 0	\$ (74,878)

Addressing the Structural Deficit

- Available options:
 - Increasing subsidy revenues
 - Statewide TDA sales tax increase (Transit Transformation Task Force)
 - Seek federal assistance
 - Ballot measure
 - Raise the cost of fares
 - Cut service
 - Defer capital investments
 - Seek relief from Innovative Clean Transit requirements

Questions/Comments



Agenda Item No. 26

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 19, 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 September 12, 2023 – October 10, 2023.

CEO TRAVEL REPORT (since last Board meeting)

October 8-11 APTA TRANSform Conference & Expo Orlando, FL

BOARD MEMBER TRAVEL REPORT (since last Board meeting)

Patricia Dillard:

October 7-11 APTA TRANSform Conference & Expo Orlando, FL

Ronn Hall:

October 7-11 APTA TRANSform Conference & Expo Orlando, FL

Stephen Whitburn:

October 8-11 APTA TRANSform Conference & Expo Orlando, FL



EXPENSE CONTRACTS				
Doc #	Organization	Subject	Amount	Day
G2778.0-24	JMI SPORTS	SPONSORSHIP AGREEMENT	\$15,000.00	9/7/2023
G2499.021WOACM01	PGH WONG	TROLLEY TRACK CM	\$149,474.37	9/13/2023
G2429.1-21	RINCON CONSULTANTS	EX OP YR 1 ADD FORM 700 AMD 1	\$59,295.00	9/14/2023
PWG335.2-21	ESS	ADD FUNDS AMD 2	\$125,000.00	9/21/2023
G2793.0-24	AT&T CORP	FATPIPE 3 YEAR RENEWAL	\$51,996.02	9/22/2023
G2452.2-21	UNITED SITE SERVICES OF CALIFORNIA	AMD 2 BRT QTY INCREASE	\$12,795.12	9/26/2023
G2613.4-22	NMS MANAGEMENT, INC.	ADD LOCATIONS TO SCOPE AMD 4	\$13,316.30	9/28/2023
PWL353.0-22WOAAE1801	DOKKEN ENGINEERING	PROVIDE ENVISION VERIFICATION AMD 1	\$45,903.27	9/29/2023
PWL353.0-22WOAAE0102	DOKKEN ENGINEERINGS	PROVIDE ENVISION VERIFICATION AMD 2	\$50,226.85	10/2/2023
G2069.4-18	CONCENTRA	OCCUPATIONAL MEDICINE SVC AMD 4	\$73,788.00	10/5/2023

REVENUE CONTRACTS AND MOUs				
Doc #	Organization	Subject	Amount	Day
G2772.0-24	SPOILER MEDIA	COMIC CON RADIP ACTIVATION	\$0.00	7/20/2023
L5289.0-23	GILLESPIE CENTER LLC	PROSPECT SQR GRANT DEED 2023-205173	N/A	9/8/2023
L1652.0-24	THE FISHEL COMPANY	C ST & 2ND AVE FIBER ROE	\$969.16	9/20/2023
L1504.3-19	WYYRED GROUP	C ST & 6TH FIBER CONNECTION ROE	\$750.00	9/22/2023
L6786.1-20	MCI METRO	LOS PEN BRDG FBR RELOCATION ROE	\$1,500.00	9/22/2023
S200-23-815	CALTRANS	ROW AGREEMENT	\$5,000.00	9/25/2023
S200-24-830	SWEETWATER AUTHORITY	UNDERGROUND VALVE REPAIR ROE PERMIT	\$750.00	10/6/2023

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002557	100	9/12/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 1,941.12	\$ -	\$ -
4400002558	100	9/12/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 1,259.06	\$ -	\$ -
4400002559	100	9/12/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 140.61	\$ -	\$ -
4400002560	100	9/12/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 540.03	\$ -	\$ -
4400002561	100	9/13/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 464.29	\$ -	\$ -
4400002562	100	9/13/2023	W.W. Grainger Inc		M140-WAYSIDE SIGNALS	\$ 3,320.03	\$ -	\$ -
4400002563	100	9/13/2023	Mcmaster-Carr Supply Co		R230-RAIL/LRV MECHANICAL	\$ 421.21	\$ -	\$ -
4400002564	100	9/13/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 98.87	\$ -	\$ -
4400002565	100	9/13/2023	Mcmaster-Carr Supply Co		M120-OVRHEAD CATENARY SYS	\$ 179.43	\$ -	\$ -
4400002566	100	9/14/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 1,067.81	\$ -	\$ -
4400002567	100	9/15/2023	ODP Business Solutions, LLC		I110-INFORMATION TECH	\$ 21.54	\$ -	\$ -
4400002568	100	9/19/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 57.48	\$ -	\$ -
4400002569	100	9/20/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 601.79	\$ -	\$ -
4400002570	100	9/21/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 788.85	\$ -	\$ -
4400002571	100	9/21/2023	Mcmaster-Carr Supply Co		G150-FASTENERS	\$ 64.19	\$ -	\$ -
4400002572	100	9/21/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 32.01	\$ -	\$ -
4400002573	100	9/21/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 334.23	\$ -	\$ -
4400002574	100	9/21/2023	Mcmaster-Carr Supply Co		F140-SHELVING AND RACK	\$ 494.56	\$ -	\$ -
4400002575	100	9/22/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 292.98	\$ -	\$ -
4400002576	100	9/22/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 2,677.03	\$ -	\$ -
4400002577	100	9/26/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 92.93	\$ -	\$ -
4400002578	100	9/26/2023	Mcmaster-Carr Supply Co		G150-FASTENERS	\$ 117.76	\$ -	\$ -
4400002579	100	9/27/2023	ODP Business Solutions, LLC		I110-INFORMATION TECH	\$ 354.94	\$ -	\$ -
4400002580	100	9/27/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 159.23	\$ -	\$ -
4400002581	100	9/28/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 88.37	\$ -	\$ -
4400002582	100	9/29/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 527.76	\$ -	\$ -
4400002583	100	10/3/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 67.04	\$ -	\$ -
4400002584	100	10/3/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 270.13	\$ -	\$ -
4400002585	100	10/3/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 48.45	\$ -	\$ -
4400002586	100	10/3/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 831.81	\$ -	\$ -
4400002587	100	10/4/2023	W.W. Grainger Inc		G120-SECURITY	\$ 2,666.55	\$ -	\$ -
4400002588	100	10/9/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 339.45	\$ -	\$ -
4400002589	100	10/9/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 1,593.63	\$ -	\$ -
4400002590	100	10/9/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 189.41	\$ -	\$ -
4500056583	310	9/12/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,829.06	\$ -	\$ -
4500056584	310	9/12/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,561.75	\$ -	\$ -
4500056585	140	9/12/2023	Synco Chemical Corporation		G170-LUBRICANTS	\$ 16,426.27	\$ -	\$ -
4500056586	310	9/12/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 709.11	\$ -	\$ -
4500056587	150	9/12/2023	San Diego County		P490-MANAGEMENT TRAINING	\$ 115.20	\$ -	\$ -
4500056588	310	9/12/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 4,868.19	\$ -	\$ -
4500056589	140	9/12/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 3,172.48	\$ -	\$ -
4500056590	310	9/12/2023	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	\$ 13,892.64	\$ -	\$ -
4500056591	140	9/12/2023	Alstom Signaling Operation LLC		M150-PWR SWITCHES/LOCKS	\$ 617.77	\$ -	\$ -
4500056592	140	9/12/2023	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$ 67.89	\$ -	\$ -
4500056593	140	9/12/2023	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	\$ 700.34	\$ -	\$ -
4500056594	140	9/12/2023	The Carpenter Group		M120-OVRHEAD CATENARY SYS	\$ 3,463.32	\$ -	\$ -
4500056595	140	9/12/2023	SMC Electrical Products Inc		M110-SUB STATION	\$ 5,333.63	\$ -	\$ -
4500056596	140	9/12/2023	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 155.67	\$ -	\$ -
4500056597	140	9/12/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 2,395.33	\$ -	\$ -
4500056598	140	9/12/2023	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$ 1,020.04	\$ -	\$ -
4500056599	140	9/12/2023	Home Depot USA Inc		G130-SHOP TOOLS	\$ 4,282.29	\$ -	\$ -
4500056600	140	9/12/2023	Altec Inc		G130-SHOP TOOLS	\$ 1,263.52	\$ -	\$ -
4500056601	140	9/12/2023	Shilpark Paint Corporation		F180-BUILDING MATERIALS	\$ 219.17	\$ -	\$ -
4500056602	310	9/12/2023	Gillig LLC		B120-BUS MECHANICAL PARTS	\$ 3,270.06	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056603	310	9/12/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 675.28	\$ -	\$ -
4500056604	310	9/12/2023	AirSupply Tools, Inc		B130-BUS BODY	\$ 81.55	\$ -	\$ -
4500056605	310	9/12/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 513.95	\$ -	\$ -
4500056606	310	9/12/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 4,868.19	\$ -	\$ -
4500056607	310	9/12/2023	All The King's Flags		M200-YARD FACILITIES	\$ 1,230.93	\$ -	\$ -
4500056608	310	9/12/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 3,492.74	\$ -	\$ -
4500056609	360	9/12/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 191.36	\$ -	\$ -
4500056610	150	9/13/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 2,995.46	\$ -	\$ -
4500056611	150	9/13/2023	Kaeser & Blair, Inc		G260-MEDIA	\$ 3,358.48	\$ -	\$ -
4500056612	310	9/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 45.68	\$ -	\$ -
4500056613	310	9/13/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,059.85	\$ -	\$ -
4500056614	140	9/13/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 1,442.99	\$ -	\$ -
4500056615	310	9/13/2023	Transit Holdings Inc		B130-BUS BODY	\$ 9,438.59	\$ -	\$ -
4500056616	360	9/13/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 130,035.44	\$ -	\$ -
4500056617	140	9/13/2023	Recaro Automotive North America Inc		R200-RAIL/LRV SEATING	\$ 357.73	\$ -	\$ -
4500056618	360	9/13/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 2,535.69	\$ -	\$ -
4500056619	310	9/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,752.50	\$ -	\$ -
4500056620	310	9/13/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 89.34	\$ -	\$ -
4500056621	310	9/13/2023	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 1,108.54	\$ -	\$ -
4500056622	310	9/13/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 19.95	\$ -	\$ -
4500056623	310	9/13/2023	Norman Industrial Materials Inc.		B250-BUS REPAIR PARTS	\$ 35.95	\$ -	\$ -
4500056624	140	9/13/2023	United Fastener Inc		R220-RAIL/LRV TRUCKS	\$ 4,040.63	\$ -	\$ -
4500056625	160	9/13/2023	All Source Coatings, Inc		C110-GENERAL CONTRACTORS	\$ 8,200.00	\$ -	\$ -
4500056626	310	9/13/2023	URBN Catering LLC		P440-CATERING SERVICES	\$ 10,085.40	\$ -	\$ -
4500056627	310	9/13/2023	Taymark		G200-OFFICE SUPPLIES	\$ 813.29	\$ -	\$ -
4500056628	310	9/13/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 51.06	\$ -	\$ -
4500056629	310	9/13/2023	United Fastener Inc		B250-BUS REPAIR PARTS	\$ 228.97	\$ -	\$ -
4500056630	310	9/13/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 2,852.78	\$ -	\$ -
4500056631	310	9/13/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 3,492.74	\$ -	\$ -
4500056632	310	9/14/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 645.86	\$ -	\$ -
4500056633	310	9/14/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 56.76	\$ -	\$ -
4500056634	310	9/14/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,538.49	\$ -	\$ -
4500056635	140	9/14/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 1,538.41	\$ -	\$ -
4500056636	310	9/14/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,797.24	\$ -	\$ -
4500056637	310	9/14/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,861.15	\$ -	\$ -
4500056638	310	9/14/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,718.62	\$ -	\$ -
4500056639	140	9/14/2023	Sloan Electric Corporation		F120-BUS/LRV PAINT BOOTHS	\$ 2,785.34	\$ -	\$ -
4500056640	310	9/14/2023	Inland Kenworth (US) Inc		P210-NON-REV VEH REPAIRS	\$ 74.57	\$ -	\$ -
4500056641	310	9/14/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 106.57	\$ -	\$ -
4500056642	310	9/14/2023	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 2,282.25	\$ -	\$ -
4500056643	310	9/14/2023	J H Platinum		P330-UNIFORM RENT/CLEAN	\$ 2,700.00	\$ -	\$ -
4500056644	310	9/14/2023	Trane U.S. Inc.		F110-SHOP/BLDG MACHINERY	\$ 1,359.00	\$ -	\$ -
4500056645	310	9/14/2023	Ace Uniforms LLC	Small Business	B250-BUS REPAIR PARTS	\$ 2,926.49	\$ -	\$ -
4500056646	310	9/14/2023	Telemedia, LLC		P540-MAINTENANCE TRAINING	\$ 5,000.00	\$ -	\$ -
4500056647	310	9/14/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 34.94	\$ -	\$ -
4500056648	310	9/14/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 497.01	\$ -	\$ -
4500056649	310	9/14/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 197.13	\$ -	\$ -
4500056650	150	9/14/2023	Healy Newspapers Inc		G260-MEDIA	\$ 1,450.00	\$ -	\$ -
4500056651	150	9/14/2023	Data Controls Printworks, Inc.	Small Business	G230-PRINTED MATERIALS	\$ 269.38	\$ -	\$ -
4500056652	310	9/14/2023	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	\$ 11,175.13	\$ -	\$ -
4500056653	310	9/14/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 202.89	\$ -	\$ -
4500056654	150	9/14/2023	The Segal Co (Western States) Inc		P450-PERSONNEL SVCS	\$ 518,028.45	\$ -	\$ -
4500056655	310	9/14/2023	Gillig LLC		B140-BUS CHASSIS	\$ 455.24	\$ -	\$ -
4500056656	150	9/14/2023	Reid and Clark Screen Arts Co		C120-SPECIALTY CONTRACTOR	\$ 38.79	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056657	150	9/14/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 226.26	\$ -	\$ -
4500056658	140	9/14/2023	W.W. Grainger Inc		R170-RAIL/LRV HVAC	\$ 4,106.57	\$ -	\$ -
4500056659	310	9/15/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,272.72	\$ -	\$ -
4500056660	310	9/15/2023	Transit Holdings Inc		B210-BUS TIRES & TUBES	\$ 6,731.89	\$ -	\$ -
4500056661	310	9/15/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 67.52	\$ -	\$ -
4500056662	140	9/15/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 8,968.34	\$ -	\$ -
4500056663	140	9/15/2023	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$ 1,566.90	\$ -	\$ -
4500056664	140	9/15/2023	Wesco Distribution Inc		M180-STATION ELECTRICAL	\$ 8,001.99	\$ -	\$ -
4500056665	140	9/15/2023	Alpine Fence Inc.		F190-LANDSCAPING MAT'LS	\$ 4,737.88	\$ -	\$ -
4500056666	140	9/15/2023	OneSource Distributors, LLC		G130-SHOP TOOLS	\$ 3,937.77	\$ -	\$ -
4500056667	140	9/15/2023	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	\$ 4,403.26	\$ -	\$ -
4500056668	140	9/15/2023	Day Management Corp		R150-RAIL/LRV COMM EQUIP	\$ 257.83	\$ -	\$ -
4500056669	140	9/15/2023	B Hepworth & Co LTD of CT		R120-RAIL/LRV CAR BODY	\$ 4,867.65	\$ -	\$ -
4500056670	140	9/15/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 900.36	\$ -	\$ -
4500056671	140	9/15/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 2,598.93	\$ -	\$ -
4500056672	140	9/18/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 101.54	\$ -	\$ -
4500056673	310	9/18/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,640.67	\$ -	\$ -
4500056674	310	9/18/2023	Muncie Reclamation and Supply Co		B250-BUS REPAIR PARTS	\$ 18.73	\$ -	\$ -
4500056675	310	9/18/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,047.01	\$ -	\$ -
4500056676	310	9/18/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 14.01	\$ -	\$ -
4500056677	140	9/18/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 292.35	\$ -	\$ -
4500056678	140	9/18/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 32,131.05	\$ -	\$ -
4500056679	310	9/18/2023	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	\$ 48.65	\$ -	\$ -
4500056680	310	9/18/2023	Transit Holdings Inc		B130-BUS BODY	\$ 73.27	\$ -	\$ -
4500056681	150	9/18/2023	San Diego Community		P490-MANAGEMENT TRAINING	\$ 920.00	\$ -	\$ -
4500056682	140	9/18/2023	Robcar Corporation	Woman Owned Business	M200-YARD FACILITIES	\$ 129.30	\$ -	\$ -
4500056683	150	9/18/2023	Steven R Timme		G230-PRINTED MATERIALS	\$ 540.00	\$ -	\$ -
4500056684	310	9/18/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,695.83	\$ -	\$ -
4500056685	310	9/18/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,213.69	\$ -	\$ -
4500056686	140	9/18/2023	Daniels Tire Service, Inc		P210-NON-REV VEH REPAIRS	\$ 43.89	\$ -	\$ -
4500056687	140	9/18/2023	JKL Cleaning Systems	Small Business	G120-SECURITY	\$ 35.39	\$ -	\$ -
4500056688	140	9/18/2023	Hanning & Kahl LP		M150-PWR SWITCHES/LOCKS	\$ 509.36	\$ -	\$ -
4500056689	140	9/18/2023	Western Sierra Supply Inc		M120-OVRHEAD CATENARY SYS	\$ 2,313.45	\$ -	\$ -
4500056690	140	9/18/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 491.01	\$ -	\$ -
4500056691	140	9/18/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 1,903.00	\$ -	\$ -
4500056692	370	9/18/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,637.35	\$ -	\$ -
4500056693	370	9/18/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 17,996.68	\$ -	\$ -
4500056694	140	9/18/2023	Fastenal Company		R220-RAIL/LRV TRUCKS	\$ 3,570.51	\$ -	\$ -
4500056696	310	9/18/2023	CDW LLC		I110-INFORMATION TECH	\$ 4,729.34	\$ -	\$ -
4500056697	310	9/18/2023	Tolar Manufacturing Company Inc		P280-GENERAL SVC AGRMNTS	\$ 4,997.27	\$ -	\$ -
4500056698	310	9/18/2023	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 53.89	\$ -	\$ -
4500056699	310	9/18/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 205.55	\$ -	\$ -
4500056700	310	9/18/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,739.61	\$ -	\$ -
4500056701	310	9/18/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 3,650.12	\$ -	\$ -
4500056702	310	9/18/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 550.90	\$ -	\$ -
4500056703	140	9/19/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 3,329.00	\$ -	\$ -
4500056704	310	9/19/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 144.14	\$ -	\$ -
4500056705	310	9/19/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,458.03	\$ -	\$ -
4500056706	310	9/19/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,767.36	\$ -	\$ -
4500056707	140	9/19/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 2,722.57	\$ -	\$ -
4500056708	310	9/19/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 1,369.22	\$ -	\$ -
4500056709	310	9/19/2023	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 45.37	\$ -	\$ -
4500056710	310	9/19/2023	Genfare, LLC		B190-BUS FARE EQUIP	\$ 4,531.22	\$ -	\$ -
4500056711	140	9/19/2023	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	\$ 1,116.94	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056712	310	9/19/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 45.42	\$ -	\$ -
4500056713	310	9/19/2023	Motion Industries, Inc.		G140-SHOP SUPPLIES	\$ 698.17	\$ -	\$ -
4500056714	310	9/19/2023	Gillig LLC		B140-BUS CHASSIS	\$ 2,714.30	\$ -	\$ -
4500056715	310	9/19/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 187.92	\$ -	\$ -
4500056716	310	9/19/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 1,047.07	\$ -	\$ -
4500056717	310	9/19/2023	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 1,353.98	\$ -	\$ -
4500056718	310	9/19/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,002.09	\$ -	\$ -
4500056719	310	9/19/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 459.25	\$ -	\$ -
4500056720	310	9/19/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 92.23	\$ -	\$ -
4500056721	320	9/19/2023	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	\$ 9,474.71	\$ -	\$ -
4500056722	310	9/19/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 112.41	\$ -	\$ -
4500056723	310	9/19/2023	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,479.94	\$ -	\$ -
4500056724	140	9/19/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 1,680.93	\$ -	\$ -
4500056725	350	9/19/2023	SANDAG		B240-BUS/VEHICLE PROCRMNT	\$ 693,076.42	\$ -	\$ -
4500056726	310	9/20/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,772.92	\$ -	\$ -
4500056727	310	9/20/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 502.54	\$ -	\$ -
4500056728	310	9/20/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,959.47	\$ -	\$ -
4500056729	310	9/20/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 12.42	\$ -	\$ -
4500056730	310	9/20/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 894.33	\$ -	\$ -
4500056731	310	9/20/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 674.88	\$ -	\$ -
4500056732	310	9/20/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,749.00	\$ -	\$ -
4500056733	310	9/20/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,249.21	\$ -	\$ -
4500056734	310	9/20/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 366.62	\$ -	\$ -
4500056735	310	9/20/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 862.00	\$ -	\$ -
4500056737	140	9/20/2023	Willy's Electronic Supply Co Inc	Small Business	G290-FARE REVENUE EQUIP	\$ 618.06	\$ -	\$ -
4500056738	140	9/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 19,884.35	\$ -	\$ -
4500056739	140	9/20/2023	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$ 805.97	\$ -	\$ -
4500056740	140	9/20/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 111.42	\$ -	\$ -
4500056741	140	9/20/2023	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	\$ 847.80	\$ -	\$ -
4500056742	140	9/20/2023	Siemens Mobility, Inc.		M170-IMPEDANCE BOND	\$ 27,028.01	\$ -	\$ -
4500056743	140	9/20/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 22,187.88	\$ -	\$ -
4500056744	140	9/20/2023	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$ 4,133.29	\$ -	\$ -
4500056745	140	9/20/2023	Smith Systems Inc		R220-RAIL/LRV TRUCKS	\$ 1,256.05	\$ -	\$ -
4500056746	140	9/20/2023	Jamison Professional Services, LLC	DBE	G160-PAINTS & CHEMICALS	\$ 108.22	\$ -	\$ -
4500056747	140	9/20/2023	Sid Tool Co., Inc.		G130-SHOP TOOLS	\$ 1,796.24	\$ -	\$ -
4500056748	140	9/20/2023	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$ 366.56	\$ -	\$ -
4500056749	140	9/20/2023	General Signals Inc		M130-CROSSING MECHANISM	\$ 5,625.22	\$ -	\$ -
4500056750	140	9/20/2023	Virginia Electronic & Lighting LLC		M140-WAYSIDE SIGNALS	\$ 3,232.50	\$ -	\$ -
4500056751	140	9/20/2023	CRH California Water, Inc.		M140-WAYSIDE SIGNALS	\$ 22.63	\$ -	\$ -
4500056752	140	9/20/2023	B&H Foto & Electronics Corp		R160-RAIL/LRV ELECTRICAL	\$ 2,262.11	\$ -	\$ -
4500056753	140	9/20/2023	Super Welding of Southern	Small Business	G130-SHOP TOOLS	\$ 1,939.50	\$ -	\$ -
4500056754	140	9/20/2023	Graybar Electric Co Inc		M140-WAYSIDE SIGNALS	\$ 1,466.90	\$ -	\$ -
4500056755	140	9/20/2023	Schunk Carbon Technology LLC		G170-LUBRICANTS	\$ 913.92	\$ -	\$ -
4500056756	140	9/20/2023	Data Alliance Inc		R150-RAIL/LRV COMM EQUIP	\$ 102.35	\$ -	\$ -
4500056757	140	9/20/2023	Applied Industrial		G140-SHOP SUPPLIES	\$ 1,133.31	\$ -	\$ -
4500056758	310	9/20/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 3,894.00	\$ -	\$ -
4500056759	310	9/20/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 199.84	\$ -	\$ -
4500056760	310	9/20/2023	TK Services Inc		B110-BUS HVAC SYSTEMS	\$ 23.40	\$ -	\$ -
4500056761	310	9/20/2023	Motion Industries, Inc.		B200-BUS PWR TRAIN EQUIP	\$ 107.81	\$ -	\$ -
4500056762	310	9/20/2023	San Diego Pump, Inc.	Small Business	C130-CONSTRUCTION SVCS	\$ 19,069.67	\$ -	\$ -
4500056763	310	9/20/2023	Genfare, LLC		B190-BUS FARE EQUIP	\$ 4,531.22	\$ -	\$ -
4500056764	310	9/20/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 96.59	\$ -	\$ -
4500056765	310	9/20/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 3,533.51	\$ -	\$ -
4500056766	310	9/20/2023	Allied Refrigeration Inc		B250-BUS REPAIR PARTS	\$ 73.38	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056767	310	9/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 850.00	\$ -	\$ -
4500056768	310	9/20/2023	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 45.37	\$ -	\$ -
4500056769	310	9/20/2023	Harbor Diesel & Equipment, Inc		G170-LUBRICANTS	\$ 9,305.40	\$ -	\$ -
4500056770	310	9/20/2023	AirSupply Tools, Inc		G140-SHOP SUPPLIES	\$ 163.48	\$ -	\$ -
4500056771	310	9/20/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,271.62	\$ -	\$ -
4500056772	310	9/20/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 308.68	\$ -	\$ -
4500056773	310	9/20/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 716.89	\$ -	\$ -
4500056774	310	9/20/2023	Charter Industrial Supply Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 172.15	\$ -	\$ -
4500056775	310	9/20/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 2,480.30	\$ -	\$ -
4500056776	310	9/20/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 12.37	\$ -	\$ -
4500056777	310	9/20/2023	Tribologik Corporation		G140-SHOP SUPPLIES	\$ 3,388.11	\$ -	\$ -
4500056778	310	9/20/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,440.32	\$ -	\$ -
4500056779	310	9/20/2023	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$ 43.82	\$ -	\$ -
4500056780	310	9/20/2023	Freeby Signs		B130-BUS BODY	\$ 78.44	\$ -	\$ -
4500056781	170	9/20/2023	DI Technology Group, Inc	Small Business	I120-INFO TECH, SVCS	\$ 368,725.00	\$ -	\$ -
4500056782	310	9/20/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 385.64	\$ -	\$ -
4500056783	310	9/20/2023	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	\$ 759.36	\$ -	\$ -
4500056784	310	9/20/2023	White Cap, LP		F110-SHOP/BLDG MACHINERY	\$ 55.27	\$ -	\$ -
4500056785	310	9/20/2023	Hi-Tec Enterprises		R160-RAIL/LRV ELECTRICAL	\$ 78,064.88	\$ -	\$ -
4500056786	140	9/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 40,608.07	\$ -	\$ -
4500056787	140	9/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 56,208.46	\$ -	\$ -
4500056788	140	9/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 16,240.88	\$ -	\$ -
4500056789	140	9/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 30,529.67	\$ -	\$ -
4500056790	310	9/21/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,924.17	\$ -	\$ -
4500056791	310	9/21/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,078.92	\$ -	\$ -
4500056792	310	9/21/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 488.76	\$ -	\$ -
4500056793	310	9/21/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,297.60	\$ -	\$ -
4500056794	310	9/21/2023	National Safety Council		G250-NOVELTIES & AWARDS	\$ 1,201.31	\$ -	\$ -
4500056795	340	9/21/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 98.06	\$ -	\$ -
4500056796	340	9/21/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 107.45	\$ -	\$ -
4500056797	340	9/21/2023	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	\$ 358.81	\$ -	\$ -
4500056798	150	9/21/2023	Thomas International USA Inc.		P470-NEW EE TESTING	\$ 4,560.00	\$ -	\$ -
4500056799	140	9/21/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 65,449.51	\$ -	\$ -
4500056800	340	9/21/2023	San Diego Friction Products, Inc.		B110-BUS HVAC SYSTEMS	\$ 171.53	\$ -	\$ -
4500056801	340	9/21/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 168.18	\$ -	\$ -
4500056802	340	9/21/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 79.95	\$ -	\$ -
4500056803	310	9/21/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 141.02	\$ -	\$ -
4500056804	340	9/21/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 2,753.32	\$ -	\$ -
4500056805	150	9/21/2023	James C. Jennewein		G260-MEDIA	\$ 995.00	\$ -	\$ -
4500056806	150	9/21/2023	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$ 11,615.58	\$ -	\$ -
4500056807	140	9/21/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 273.59	\$ -	\$ -
4500056808	350	9/21/2023	Altec Inc		P210-NON-REV VEH REPAIRS	\$ 201.29	\$ -	\$ -
4500056809	310	9/22/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 752.80	\$ -	\$ -
4500056810	310	9/22/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 20.67	\$ -	\$ -
4500056811	310	9/22/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,875.19	\$ -	\$ -
4500056812	140	9/22/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 3,573.12	\$ -	\$ -
4500056813	150	9/22/2023	BriceHouse Outdoor Inc.		G260-MEDIA	\$ 14,380.00	\$ -	\$ -
4500056814	150	9/22/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 193.96	\$ -	\$ -
4500056815	150	9/22/2023	Otay Mesa Chamber of Commerce		G260-MEDIA	\$ 700.00	\$ -	\$ -
4500056816	150	9/22/2023	BriceHouse Outdoor Inc.		G230-PRINTED MATERIALS	\$ 1,800.00	\$ -	\$ -
4500056817	150	9/22/2023	Steven R Timme		G230-PRINTED MATERIALS	\$ 289.38	\$ -	\$ -
4500056818	310	9/22/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,702.80	\$ -	\$ -
4500056819	340	9/22/2023	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$ 90.51	\$ -	\$ -
4500056820	340	9/22/2023	Mcmaster-Carr Supply Co		R220-RAIL/LRV TRUCKS	\$ 352.94	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056821	150	9/22/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 312.00	\$ -	\$ -
4500056822	340	9/22/2023	Winzer Franchise Company		G270-ELECTRICAL/LIGHTING	\$ 365.81	\$ -	\$ -
4500056823	340	9/22/2023	Genuine Parts Company Inc		B250-BUS REPAIR PARTS	\$ 219.75	\$ -	\$ -
4500056824	140	9/22/2023	Cembre Inc		M170-IMPEDANCE BOND	\$ 276.83	\$ -	\$ -
4500056825	150	9/22/2023	Marine Corps Community Services		P450-PERSONNEL SVCS	\$ 150.00	\$ -	\$ -
4500056826	160	9/22/2023	All Source Coatings, Inc		C120-SPECIALTY CONTRACTOR	\$ 1,746,000.00	\$ -	\$ -
4500056827	170	9/22/2023	Datel Systems Incorporated	Small Business	I110-INFORMATION TECH	\$ 36,869.18	\$ -	\$ -
4500056828	310	9/24/2023	Gillig LLC		B130-BUS BODY	\$ 3,999.35	\$ -	\$ -
4500056829	310	9/24/2023	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 348.28	\$ -	\$ -
4500056830	310	9/24/2023	Reg-A-Car Inc		B250-BUS REPAIR PARTS	\$ 450.00	\$ -	\$ -
4500056831	310	9/24/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 619.87	\$ -	\$ -
4500056832	310	9/24/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 92.34	\$ -	\$ -
4500056833	310	9/24/2023	Kiel NA LLC		B250-BUS REPAIR PARTS	\$ 62.50	\$ -	\$ -
4500056835	310	9/24/2023	Harbor Diesel & Equipment, Inc		B120-BUS MECHANICAL PARTS	\$ 830.30	\$ -	\$ -
4500056836	310	9/24/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 411.91	\$ -	\$ -
4500056837	310	9/24/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 4,325.32	\$ -	\$ -
4500056838	310	9/24/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 2,007.65	\$ -	\$ -
4500056839	310	9/24/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 4,052.61	\$ -	\$ -
4500056840	310	9/24/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 229.66	\$ -	\$ -
4500056841	310	9/24/2023	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 56.79	\$ -	\$ -
4500056842	310	9/24/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 504.27	\$ -	\$ -
4500056843	310	9/24/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 396.59	\$ -	\$ -
4500056844	310	9/24/2023	Genuine Parts Company Inc		G140-SHOP SUPPLIES	\$ 41.99	\$ -	\$ -
4500056845	310	9/24/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,406.30	\$ -	\$ -
4500056846	310	9/24/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 4,094.49	\$ -	\$ -
4500056847	310	9/24/2023	Motion Industries, Inc.		B200-BUS PWR TRAIN EQUIP	\$ 144.40	\$ -	\$ -
4500056848	310	9/24/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	\$ -	\$ -
4500056849	310	9/25/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,790.59	\$ -	\$ -
4500056850	150	9/25/2023	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	\$ 15,016.05	\$ -	\$ -
4500056851	310	9/25/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,750.13	\$ -	\$ -
4500056852	310	9/25/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 9,886.95	\$ -	\$ -
4500056853	150	9/25/2023	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 43.05	\$ -	\$ -
4500056854	170	9/25/2023	AT&T Corp		I110-INFORMATION TECH	\$ 51,996.02	\$ -	\$ -
4500056855	140	9/25/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 1,711.07	\$ -	\$ -
4500056856	310	9/25/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 8,638.86	\$ -	\$ -
4500056857	370	9/25/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,575.70	\$ -	\$ -
4500056858	370	9/25/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 17,614.45	\$ -	\$ -
4500056859	140	9/25/2023	Citywide Auto Glass Inc		P210-NON-REV VEH REPAIRS	\$ 958.10	\$ -	\$ -
4500056860	310	9/25/2023	Buchanan Auto Electric Inc	Small Business	B250-BUS REPAIR PARTS	\$ 6,271.84	\$ -	\$ -
4500056861	310	9/25/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,699.00	\$ -	\$ -
4500056862	310	9/25/2023	Gillig LLC		B130-BUS BODY	\$ 4,769.72	\$ -	\$ -
4500056863	310	9/25/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 4.63	\$ -	\$ -
4500056864	310	9/25/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 610.13	\$ -	\$ -
4500056865	310	9/25/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 2,889.34	\$ -	\$ -
4500056866	310	9/25/2023	Freeby Signs		B130-BUS BODY	\$ 21.57	\$ -	\$ -
4500056867	310	9/25/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 4,298.16	\$ -	\$ -
4500056868	310	9/26/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 1,749.12	\$ -	\$ -
4500056869	310	9/26/2023	Transit Holdings Inc		B130-BUS BODY	\$ 441.84	\$ -	\$ -
4500056870	310	9/26/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,187.03	\$ -	\$ -
4500056871	340	9/26/2023	E W Truck & Equipment Co Inc		B120-BUS MECHANICAL PARTS	\$ 4,948.63	\$ -	\$ -
4500056872	350	9/26/2023	GDN Southwest LLC	Small Business	P130-EQUIP MAINT REPR SVC	\$ 2,153.73	\$ -	\$ -
4500056873	310	9/27/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 199.31	\$ -	\$ -
4500056874	310	9/27/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,412.67	\$ -	\$ -
4500056875	310	9/27/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,467.38	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056876	140	9/27/2023	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 443.29	\$ -	\$ -
4500056877	310	9/27/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 20.67	\$ -	\$ -
4500056878	310	9/27/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 1,072.93	\$ -	\$ -
4500056879	350	9/27/2023	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 412.26	\$ -	\$ -
4500056880	310	9/27/2023	Freeby Signs		B130-BUS BODY	\$ 94.56	\$ -	\$ -
4500056881	310	9/27/2023	Dunn-Edwards Corporation		G140-SHOP SUPPLIES	\$ 7.16	\$ -	\$ -
4500056882	350	9/27/2023	Mid-Eastern Partners		G260-MEDIA	\$ 9,563.26	\$ -	\$ -
4500056883	310	9/27/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 65.06	\$ -	\$ -
4500056884	310	9/27/2023	VGP Holdings LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,647.50	\$ -	\$ -
4500056885	310	9/27/2023	Home Depot USA Inc		G140-SHOP SUPPLIES	\$ 115.68	\$ -	\$ -
4500056886	310	9/27/2023	Mcmaster-Carr Supply Co		F110-SHOP/BLDG MACHINERY	\$ 75.64	\$ -	\$ -
4500056887	310	9/27/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 2,804.99	\$ -	\$ -
4500056888	310	9/27/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 218.16	\$ -	\$ -
4500056889	310	9/27/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 196.72	\$ -	\$ -
4500056890	310	9/27/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 515.06	\$ -	\$ -
4500056891	310	9/27/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 260.73	\$ -	\$ -
4500056892	310	9/27/2023	San Diego Pump, Inc.	Small Business	C130-CONSTRUCTION SVCS	\$ 75.43	\$ -	\$ -
4500056893	140	9/28/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 577.00	\$ -	\$ -
4500056894	310	9/28/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,155.63	\$ -	\$ -
4500056895	310	9/28/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,035.82	\$ -	\$ -
4500056896	310	9/28/2023	Trolley Support LLC		B250-BUS REPAIR PARTS	\$ 4,509.34	\$ -	\$ -
4500056897	310	9/28/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 137.28	\$ -	\$ -
4500056898	310	9/28/2023	Transit Holdings Inc		G290-FARE REVENUE EQUIP	\$ 1,206.99	\$ -	\$ -
4500056899	310	9/28/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 795.28	\$ -	\$ -
4500056900	310	9/28/2023	Trolley Support LLC		B250-BUS REPAIR PARTS	\$ 1,503.12	\$ -	\$ -
4500056901	310	9/28/2023	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$ 57.80	\$ -	\$ -
4500056902	340	9/28/2023	E W Truck & Equipment Co Inc		B120-BUS MECHANICAL PARTS	\$ 4,948.63	\$ -	\$ -
4500056903	340	9/28/2023	San Diego Community		P490-MANAGEMENT TRAINING	\$ 46.00	\$ -	\$ -
4500056904	340	9/28/2023	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 124.89	\$ -	\$ -
4500056905	340	9/28/2023	Clear Channel Outdoor LLC	Small Business	G230-PRINTED MATERIALS	\$ 3,900.00	\$ -	\$ -
4500056906	140	9/28/2023	B&H Foto & Electronics Corp		P540-MAINTENANCE TRAINING	\$ 1,261.94	\$ -	\$ -
4500056907	140	9/28/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 357.41	\$ -	\$ -
4500056908	150	9/28/2023	International Code Council, Inc.		P340-LEGAL	\$ 317.00	\$ -	\$ -
4500056909	140	9/28/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 59.52	\$ -	\$ -
4500056910	140	9/28/2023	SiteOne Landscape Supply Holding		F180-BUILDING MATERIALS	\$ 198.93	\$ -	\$ -
4500056911	140	9/28/2023	California Air Compressor Company		F110-SHOP/BLDG MACHINERY	\$ 1,387.70	\$ -	\$ -
4500056912	140	9/28/2023	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	\$ 709.80	\$ -	\$ -
4500056913	310	9/29/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 14,511.62	\$ -	\$ -
4500056914	310	9/29/2023	Muncie Reclamation and Supply Co		B250-BUS REPAIR PARTS	\$ 1,062.91	\$ -	\$ -
4500056915	310	9/29/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,568.06	\$ -	\$ -
4500056916	310	9/29/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 365.81	\$ -	\$ -
4500056917	140	9/29/2023	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 257.80	\$ -	\$ -
4500056918	310	9/29/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,503.57	\$ -	\$ -
4500056919	310	9/29/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,032.97	\$ -	\$ -
4500056920	310	9/29/2023	La Mesa Glass, Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$ 1,042.00	\$ -	\$ -
4500056921	310	9/29/2023	La Mesa Glass, Inc.	Small Business	F110-SHOP/BLDG MACHINERY	\$ 1,393.00	\$ -	\$ -
4500056922	310	9/29/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 997.92	\$ -	\$ -
4500056923	310	9/29/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 62.41	\$ -	\$ -
4500056924	310	9/29/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 35.69	\$ -	\$ -
4500056925	310	9/29/2023	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 4,174.10	\$ -	\$ -
4500056926	310	9/29/2023	Daniels Tire Service, Inc		P210-NON-REV VEH REPAIRS	\$ 2,432.00	\$ -	\$ -
4500056927	350	9/29/2023	GDN Southwest LLC	Small Business	P130-EQUIP MAINT REPR SVC	\$ 1,010.77	\$ -	\$ -
4500056928	140	9/29/2023	Bender CCP, Inc.	Small Business	G130-SHOP TOOLS	\$ 1,000.00	\$ -	\$ -
4500056929	350	9/29/2023	L&W Industries LLC		M130-CROSSING MECHANISM	\$ 1,259.73	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056930	140	9/29/2023	Robcar Corporation	Woman Owned Business	G160-PAINTS & CHEMICALS	\$ 300.63	\$ -	\$ -
4500056931	350	9/29/2023	Cembre Inc		G140-SHOP SUPPLIES	\$ 949.81	\$ -	\$ -
4500056932	140	9/29/2023	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	\$ 150.85	\$ -	\$ -
4500056933	350	9/29/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 2,367.08	\$ -	\$ -
4500056934	140	9/29/2023	Hi-Tec Enterprises		R180-RAIL/LRV LIGHTING	\$ 199.34	\$ -	\$ -
4500056935	210	9/29/2023	ADT LLC		G120-SECURITY	\$ 152.04	\$ -	\$ -
4500056936	140	9/29/2023	Shilpark Paint Corporation		G140-SHOP SUPPLIES	\$ 871.42	\$ -	\$ -
4500056937	140	9/29/2023	JKL Cleaning Systems	Small Business	F110-SHOP/BLDG MACHINERY	\$ 361.95	\$ -	\$ -
4500056938	310	9/29/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 572.52	\$ -	\$ -
4500056939	310	9/29/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 40.67	\$ -	\$ -
4500056940	310	9/29/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 391.06	\$ -	\$ -
4500056941	140	9/29/2023	Daniels Tire Service, Inc		P210-NON-REV VEH REPAIRS	\$ 38.62	\$ -	\$ -
4500056942	140	9/29/2023	Continental Locks		P120-BLDG/FACILITY REPRS	\$ 215.00	\$ -	\$ -
4500056943	140	9/29/2023	Fastenal Company		G170-LUBRICANTS	\$ 474.53	\$ -	\$ -
4500056944	140	9/29/2023	Winzer Franchise Company		G140-SHOP SUPPLIES	\$ 561.74	\$ -	\$ -
4500056945	310	9/29/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,219.30	\$ -	\$ -
4500056946	310	9/29/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,931.72	\$ -	\$ -
4500056947	310	9/29/2023	W.W. Grainger Inc		B130-BUS BODY	\$ 3,071.11	\$ -	\$ -
4500056948	310	9/29/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 482.43	\$ -	\$ -
4500056949	310	9/29/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 140.43	\$ -	\$ -
4500056950	310	10/1/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 99.60	\$ -	\$ -
4500056951	310	10/1/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 66.27	\$ -	\$ -
4500056952	310	10/1/2023	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	\$ 4,100.00	\$ -	\$ -
4500056953	310	10/1/2023	Global Equipment Company	Small Business	F110-SHOP/BLDG MACHINERY	\$ 19.95	\$ -	\$ -
4500056954	310	10/1/2023	Fastenal Company		R230-RAIL/LRV MECHANICAL	\$ 3,585.92	\$ -	\$ -
4500056955	310	10/1/2023	Genfare, LLC		B250-BUS REPAIR PARTS	\$ 1,369.22	\$ -	\$ -
4500056956	310	10/1/2023	San Diego Seal, Inc.	Small Business	R220-RAIL/LRV TRUCKS	\$ 1,659.83	\$ -	\$ -
4500056957	310	10/1/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 2,134.42	\$ -	\$ -
4500056958	310	10/1/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 129.81	\$ -	\$ -
4500056959	310	10/1/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 235.12	\$ -	\$ -
4500056960	310	10/1/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 353.10	\$ -	\$ -
4500056961	310	10/1/2023	Prudent Publishing Co Inc		G250-NOVELTIES & AWARDS	\$ 254.23	\$ -	\$ -
4500056962	310	10/1/2023	Transit Holdings Inc		G190-SAFETY/MED SUPPLIES	\$ 630.73	\$ -	\$ -
4500056963	310	10/1/2023	Transit Products and Services		B130-BUS BODY	\$ 7,542.50	\$ -	\$ -
4500056964	310	10/1/2023	AirSupply Tools, Inc		G140-SHOP SUPPLIES	\$ 395.52	\$ -	\$ -
4500056965	310	10/1/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 373.64	\$ -	\$ -
4500056966	310	10/1/2023	San Diego Seal, Inc.	Small Business	R220-RAIL/LRV TRUCKS	\$ 1,659.83	\$ -	\$ -
4500056967	310	10/1/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 48.88	\$ -	\$ -
4500056968	140	10/1/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 2,837.87	\$ -	\$ -
4500056969	310	10/1/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 3,365.14	\$ -	\$ -
4500056970	310	10/1/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 4,310.09	\$ -	\$ -
4500056971	310	10/1/2023	Mohawk Mfg & Supply Co		B160-BUS ELECTRICAL	\$ 739.50	\$ -	\$ -
4500056972	310	10/1/2023	Romaine Electric Corporation	Small Business	M130-CROSSING MECHANISM	\$ 2,349.46	\$ -	\$ -
4500056973	140	10/1/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,710.20	\$ -	\$ -
4500056974	310	10/1/2023	TK Services Inc		B110-BUS HVAC SYSTEMS	\$ 67.82	\$ -	\$ -
4500056975	310	10/1/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 264.56	\$ -	\$ -
4500056976	310	10/1/2023	Cummins Inc		B160-BUS ELECTRICAL	\$ 239.65	\$ -	\$ -
4500056977	310	10/1/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 859.31	\$ -	\$ -
4500056978	310	10/1/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 2,924.34	\$ -	\$ -
4500056979	310	10/1/2023	CRH California Water, Inc.		M140-WAYSIDE SIGNALS	\$ 33.94	\$ -	\$ -
4500056980	310	10/1/2023	San Diego Compressed Air Power LLC		F180-BUILDING MATERIALS	\$ 592.63	\$ -	\$ -
4500056981	310	10/1/2023	Compressed Air Systems		G140-SHOP SUPPLIES	\$ 161.63	\$ -	\$ -
4500056982	310	10/1/2023	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,359.90	\$ -	\$ -
4500056983	310	10/1/2023	Wesco Distribution Inc		F110-SHOP/BLDG MACHINERY	\$ 358.81	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500056984	310	10/1/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 334.17	\$ -	\$ -
4500056985	310	10/1/2023	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 1,011.28	\$ -	\$ -
4500056986	310	10/1/2023	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 164.01	\$ -	\$ -
4500056987	310	10/1/2023	B & S Graphics Inc		B130-BUS BODY	\$ 53.88	\$ -	\$ -
4500056988	310	10/1/2023	Southern Counties Lubricants LLC		G170-LUBRICANTS	\$ 2,348.96	\$ -	\$ -
4500056989	310	10/2/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 6.21	\$ -	\$ -
4500056990	310	10/2/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 4,478.82	\$ -	\$ -
4500056991	310	10/2/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 150.25	\$ -	\$ -
4500056992	150	10/2/2023	JCREW, Inc		P440-CATERING SERVICES	\$ 1,427.65	\$ -	\$ -
4500056993	150	10/2/2023	City of El Cajon		G260-MEDIA	\$ 50.00	\$ -	\$ -
4500056995	310	10/2/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 978.78	\$ -	\$ -
4500056996	310	10/2/2023	Transit Holdings Inc		B130-BUS BODY	\$ 761.01	\$ -	\$ -
4500056997	310	10/2/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 91.31	\$ -	\$ -
4500056998	370	10/2/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 14,056.20	\$ -	\$ -
4500056999	370	10/2/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,819.22	\$ -	\$ -
4500057000	310	10/2/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 73.36	\$ -	\$ -
4500057001	150	10/2/2023	Discovery Health Services		P480-EE MAINTENANCE	\$ 12,235.00	\$ -	\$ -
4500057002	310	10/2/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 6,894.25	\$ -	\$ -
4500057003	340	10/2/2023	Emilia P. Ringpis		G260-MEDIA	\$ 258.00	\$ -	\$ -
4500057004	340	10/2/2023	Getty Images (US) Inc		G230-PRINTED MATERIALS	\$ 325.00	\$ -	\$ -
4500057005	340	10/2/2023	Davey Auto Body		C120-SPECIALTY CONTRACTOR	\$ 4,971.31	\$ -	\$ -
4500057006	150	10/2/2023	Univision Communications Inc.		G260-MEDIA	\$ 4,900.00	\$ -	\$ -
4500057007	340	10/2/2023	Home Depot USA Inc		G210-OFFICE FURNITURE	\$ 3,125.80	\$ -	\$ -
4500057008	310	10/3/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 139.35	\$ -	\$ -
4500057009	310	10/3/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,543.25	\$ -	\$ -
4500057010	310	10/3/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,996.31	\$ -	\$ -
4500057011	310	10/3/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 739.70	\$ -	\$ -
4500057012	310	10/3/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 612.81	\$ -	\$ -
4500057013	140	10/3/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 1,481.57	\$ -	\$ -
4500057014	340	10/3/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 480.43	\$ -	\$ -
4500057015	340	10/3/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 299.01	\$ -	\$ -
4500057016	340	10/3/2023	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	\$ 485.31	\$ -	\$ -
4500057017	340	10/3/2023	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 1,611.73	\$ -	\$ -
4500057018	350	10/3/2023	Southwest Lift & Equipment Inc.	Small Business	F130-VEH HOISTS, JACKS	\$ 182,382.56	\$ -	\$ -
4500057019	340	10/3/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 1,603.32	\$ -	\$ -
4500057020	340	10/3/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 549.06	\$ -	\$ -
4500057021	340	10/3/2023	Brady Industries of California, LLC		G190-SAFETY/MED SUPPLIES	\$ 775.80	\$ -	\$ -
4500057022	340	10/3/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 1,523.19	\$ -	\$ -
4500057023	340	10/3/2023	Fastenal Company		G190-SAFETY/MED SUPPLIES	\$ 588.32	\$ -	\$ -
4500057024	310	10/4/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 28.55	\$ -	\$ -
4500057025	310	10/4/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,234.60	\$ -	\$ -
4500057026	310	10/4/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,618.21	\$ -	\$ -
4500057027	310	10/4/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6.57	\$ -	\$ -
4500057028	310	10/4/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,597.26	\$ -	\$ -
4500057029	310	10/4/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 21,551.05	\$ -	\$ -
4500057030	310	10/4/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 894.33	\$ -	\$ -
4500057031	310	10/4/2023	Reg-A-Car Inc		B250-BUS REPAIR PARTS	\$ 520.50	\$ -	\$ -
4500057032	310	10/4/2023	FinishMaster Inc		F120-BUS/LRV PAINT BOOTHS	\$ 1,604.07	\$ -	\$ -
4500057033	320	10/4/2023	McDougal Boehmer Foley Lyon		P370-RISK MANAGEMENT	\$ 677,725.00	\$ -	\$ -
4500057034	140	10/4/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 106,041.63	\$ -	\$ -
4500057035	310	10/4/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 6.86	\$ -	\$ -
4500057036	310	10/4/2023	TK Services Inc		INSURANCE-Insurance Stock	\$ 23,974.38	\$ -	\$ -
4500057037	310	10/4/2023	Motion Industries, Inc.		B140-BUS CHASSIS	\$ 3,493.94	\$ -	\$ -
4500057038	310	10/4/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 351.33	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057039	310	10/4/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 4,014.25	\$ -	\$ -
4500057040	140	10/4/2023	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	\$ 523.65	\$ -	\$ -
4500057041	140	10/4/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 41,260.53	\$ -	\$ -
4500057042	310	10/4/2023	Transit Holdings Inc		B130-BUS BODY	\$ 4,525.50	\$ -	\$ -
4500057043	310	10/4/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 59.55	\$ -	\$ -
4500057044	310	10/4/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 12,633.31	\$ -	\$ -
4500057045	310	10/4/2023	Westinghouse Air Brake		B250-BUS REPAIR PARTS	\$ 651.89	\$ -	\$ -
4500057046	310	10/4/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 134.72	\$ -	\$ -
4500057047	310	10/4/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 2,211.88	\$ -	\$ -
4500057048	140	10/4/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 3,750.44	\$ -	\$ -
4500057049	310	10/4/2023	Ace Uniforms LLC	Small Business	G250-NOVELTIES & AWARDS	\$ 864.02	\$ -	\$ -
4500057050	310	10/4/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,525.75	\$ -	\$ -
4500057051	310	10/4/2023	Freeby Signs		B250-BUS REPAIR PARTS	\$ 156.78	\$ -	\$ -
4500057052	310	10/4/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 1,265.38	\$ -	\$ -
4500057053	310	10/4/2023	The Janek Corporation		B250-BUS REPAIR PARTS	\$ 619.57	\$ -	\$ -
4500057054	310	10/4/2023	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 612.48	\$ -	\$ -
4500057055	310	10/4/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 4,596.74	\$ -	\$ -
4500057056	310	10/4/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 3,569.57	\$ -	\$ -
4500057057	310	10/4/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 4,298.16	\$ -	\$ -
4500057058	310	10/5/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 14.40	\$ -	\$ -
4500057059	310	10/5/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 7.45	\$ -	\$ -
4500057060	310	10/5/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,393.31	\$ -	\$ -
4500057061	310	10/5/2023	Transit Holdings Inc		B130-BUS BODY	\$ 165.89	\$ -	\$ -
4500057062	310	10/5/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 517.20	\$ -	\$ -
4500057063	310	10/5/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 217.17	\$ -	\$ -
4500057064	310	10/5/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,108.11	\$ -	\$ -
4500057065	310	10/5/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 297.50	\$ -	\$ -
4500057066	140	10/5/2023	Willy's Electronic Supply Co Inc	Small Business	R150-RAIL/LRV COMM EQUIP	\$ 1,457.20	\$ -	\$ -
4500057067	310	10/5/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 1,365.00	\$ -	\$ -
4500057068	310	10/5/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 884.84	\$ -	\$ -
4500057069	310	10/5/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 2,699.32	\$ -	\$ -
4500057070	310	10/5/2023	Allied Refrigeration Inc		B250-BUS REPAIR PARTS	\$ 146.75	\$ -	\$ -
4500057071	310	10/5/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 2,924.34	\$ -	\$ -
4500057072	310	10/5/2023	Gillig LLC		B110-BUS HVAC SYSTEMS	\$ 1,332.73	\$ -	\$ -
4500057073	140	10/5/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 706.44	\$ -	\$ -
4500057074	350	10/5/2023	Home Depot USA Inc		G130-SHOP TOOLS	\$ 456.52	\$ -	\$ -
4500057075	310	10/6/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,139.66	\$ -	\$ -
4500057076	310	10/6/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 33.29	\$ -	\$ -
4500057077	310	10/6/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,927.47	\$ -	\$ -
4500057078	310	10/6/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 428.66	\$ -	\$ -
4500057079	310	10/6/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,971.40	\$ -	\$ -
4500057080	140	10/6/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 676.67	\$ -	\$ -
4500057081	140	10/6/2023	W.W. Grainger Inc		M110-SUB STATION	\$ 134.47	\$ -	\$ -
4500057082	310	10/6/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 339.14	\$ -	\$ -
4500057083	310	10/6/2023	Transit Products and Services		B130-BUS BODY	\$ 7,542.50	\$ -	\$ -
4500057084	340	10/6/2023	Nuffer, Smith, Tucker, Inc.		P410-CONSULTING	\$ 1,217,060.00	\$ -	\$ -
4500057085	310	10/9/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,904.03	\$ -	\$ -
4500057086	310	10/9/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 5,961.80	\$ -	\$ -
4500057087	140	10/9/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 1,859.98	\$ -	\$ -
4500057088	140	10/9/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 5,846.52	\$ -	\$ -
4500057089	310	10/9/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,184.51	\$ -	\$ -
4500057090	310	10/9/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,491.09	\$ -	\$ -
4500057091	140	10/9/2023	Newark Corporation		M130-CROSSING MECHANISM	\$ 1,527.03	\$ -	\$ -
4500057092	140	10/9/2023	Professional Contractors Supplies		G140-SHOP SUPPLIES	\$ 1,707.36	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057093	310	10/9/2023	Gillig LLC		B130-BUS BODY	\$ 1,446.48	\$ -	\$ -
4500057094	370	10/9/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 3,002.36	\$ -	\$ -
4500057095	350	10/9/2023	Kenneth Place		G140-SHOP SUPPLIES	\$ 1,279.38	\$ -	\$ -
4500057096	370	10/9/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,505.46	\$ -	\$ -
4500057097	310	10/9/2023	Bonsall Petroleum Construction Inc		F110-SHOP/BLDG MACHINERY	\$ 1,068.35	\$ -	\$ -
4500057098	140	10/9/2023	Shilpark Paint Corporation		G140-SHOP SUPPLIES	\$ 756.15	\$ -	\$ -
4500057099	140	10/9/2023	Home Depot USA Inc		F190-LANDSCAPING MAT'LS	\$ 182.33	\$ -	\$ -
4500057100	340	10/9/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 743.48	\$ -	\$ -
4500057101	340	10/9/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 2,230.43	\$ -	\$ -
4500057102	340	10/9/2023	James C. Jennewein		P310-ADVERTISING SERVICES	\$ 995.00	\$ -	\$ -
4500057103	310	10/9/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 317.70	\$ -	\$ -
4500057104	310	10/9/2023	Patco Industries Inc		M140-WAYSIDE SIGNALS	\$ 3,125.00	\$ -	\$ -
4500057105	340	10/9/2023	SDSU Foundation		P310-ADVERTISING SERVICES	\$ 1,000.00	\$ -	\$ -
4500057106	340	10/9/2023	Healy Newspapers Inc		P310-ADVERTISING SERVICES	\$ 1,450.00	\$ -	\$ -
4500057107	310	10/9/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 385.71	\$ -	\$ -
4500057108	310	10/9/2023	Uline Inc		G200-OFFICE SUPPLIES	\$ 657.14	\$ -	\$ -
4500057109	310	10/9/2023	CDW LLC		P540-MAINTENANCE TRAINING	\$ 141.84	\$ -	\$ -
4500057110	310	10/9/2023	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	\$ 69.49	\$ -	\$ -
4500057111	310	10/9/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 37.60	\$ -	\$ -
4500057112	310	10/9/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 356.30	\$ -	\$ -
4500057113	310	10/9/2023	Willy's Electronic Supply Co Inc	Small Business	B250-BUS REPAIR PARTS	\$ 11.93	\$ -	\$ -
4500057114	310	10/9/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 180.76	\$ -	\$ -
4500057115	310	10/9/2023	Gillig LLC		B130-BUS BODY	\$ 3,963.86	\$ -	\$ -
4500057116	310	10/9/2023	Magaldi & Magaldi Inc		B250-BUS REPAIR PARTS	\$ 80.82	\$ -	\$ -
4500057117	310	10/9/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 757.78	\$ -	\$ -
4500057118	310	10/9/2023	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,359.90	\$ -	\$ -
4500057119	310	10/9/2023	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$ 492.77	\$ -	\$ -
4500057120	310	10/9/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 2,565.18	\$ -	\$ -
4500057121	310	10/9/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 290.34	\$ -	\$ -
4500057122	310	10/9/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,695.88	\$ -	\$ -
4500057123	310	10/9/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,643.91	\$ -	\$ -
4500057124	310	10/9/2023	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 843.72	\$ -	\$ -
4500057125	310	10/9/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 1,262.15	\$ -	\$ -
4500057126	310	10/9/2023	Uline Inc		G140-SHOP SUPPLIES	\$ 802.00	\$ -	\$ -
4500057127	140	10/9/2023	Airgas Inc		R160-RAIL/LRV ELECTRICAL	\$ 2,918.55	\$ -	\$ -
4500057128	310	10/9/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 119.55	\$ -	\$ -
4500057129	310	10/10/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 98.00	\$ -	\$ -
4500057130	310	10/10/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,411.63	\$ -	\$ -
4500057131	310	10/10/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,165.46	\$ -	\$ -
4500057132	140	10/10/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 4,326.17	\$ -	\$ -
4500057133	310	10/10/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 8,949.51	\$ -	\$ -
4500057134	310	10/10/2023	Transit Holdings Inc		B130-BUS BODY	\$ 6,598.46	\$ -	\$ -
4500057135	320	10/10/2023	Kahana & Feld LLP		P370-RISK MANAGEMENT	\$ 677,725.00	\$ -	\$ -
4500057136	140	10/10/2023	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$ 56,299.38	\$ -	\$ -
4500057137	140	10/10/2023	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	\$ 1,571.57	\$ -	\$ -
4500057138	140	10/10/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 38,706.58	\$ -	\$ -
4500057139	340	10/10/2023	Nexstar Media Inc		P310-ADVERTISING SERVICES	\$ 5,000.00	\$ -	\$ -
4500057140	360	10/10/2023	The Gordian Group, Inc.		T150-TRACK, BRIDGES	\$ 2,922.80	\$ -	\$ -
4500057141	140	10/10/2023	SiteOne Landscape Supply Holding		F190-LANDSCAPING MAT'LS	\$ 1,979.73	\$ -	\$ -