



# Joint Meeting of the Executive & Budget Development Committee

Click link to access the meeting:

<https://us02web.zoom.us/j/94562188418>

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:

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



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



## Phone:

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



## Live Verbal Public Comments:

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

## Public Comments Made Via Zoom

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

## Public Comments Made by Phone Only

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



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

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

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

**Instructions for providing in-person public comments:**

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

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

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

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

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



# Reunión Conjunta del Comité Ejecutivo y de Desarrollo Presupuestario

Haga clic en el enlace para acceder a la reunión:

<https://us02web.zoom.us/j/94562188418>






ID de la reunión en Zoom

## 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.

## Funciones del Seminario En Línea:

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



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



## Teléfono:

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



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

## Comentarios Públicos a Través de Zoom

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

## Comentarios Públicos Realizados Únicamente por Teléfono

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



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



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



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

### Instrucciones para brindar comentarios públicos en persona:

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

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



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



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



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



**Metropolitan  
Transit  
System**

# Joint Meeting of the Executive & Budget Development Committee Agenda

November 2, 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: 945 6218 8418, <https://us02web.zoom.us/j/94562188418>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	<b>Roll Call</b>	
2.	<b>Public Comments</b> This item has a two minute per speaker time limit. If you have a report to present, please give your copies to the Clerk of the Board.	
3.	<b>Approval of Minutes</b> Action would approve the October 12, 2023 Executive Committee and the September 13, 2023 Budget Development Committee meeting Minutes.	Approve
DISCUSSION AND REPORT ITEMS		
4.	<b>Senate Bill (SB) 125 Funding Update (Mike Thompson)</b>	Informational
OTHER ITEMS		
5.	<b>Review of Draft November 9, 2023 MTS Board Agenda</b>	
6.	<b>Next Meeting Date for Executive Committee will be on December 7, 2023, at 9am. The next meeting date for the Budget Development Committee is November 30, 2023 at 9am.</b>	
7.	<b>Adjournment</b>	



## MINUTES

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

#### EXECUTIVE COMMITTEE

October 12, 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 Executive Committee meeting to order at 9:06 a.m. A roll call sheet listing Executive Committee member attendance is attached. At this time, the Committee did not reach a quorum, and the approval of the minutes was postponed until a quorum could be established. It is also noted that Alternate Board Member Koval, City of Santee representative, attended the meeting as a non-voting member.

#### 2. Public Comment

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra expressed concern for community safety with the use of lithium batteries on the bus system.

#### DISCUSSION ITEMS

#### 4. Ridership Recovery Action Plan (Mark Olson and Quincy Marin)

Mark Olson, MTS Director of Marketing and Communication, and Quincy Marin, Creative Design Manager, presented on the ridership recovery action plan. They outlined: ridership update, special events and upcoming 3-year marketing campaign overview.

Sharon Cooney, MTS Chief Executive Officer, noted similar, failed rebranding strategies using Folgers coffee as an example of a marketing campaign where its product had undergone rebranding with no change to the product. The MTS campaign is different in that there is new system features and amenities to showcase. She added that this campaign incorporated employee feedback.

#### Public Comment

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra advocated for additional free ride days and expressed concern about the safety of the bus fleet.

#### Committee Comment

Board Member Moreno asked staff to clarify if the presentation was the Ridership Recovery Action Plan or the campaign for the plan. Mr. Olson explained that the recovery plan is associated with the various projects, and clarified that the marketing campaign was what was just presented. Board Member Moreno asked that the action plan, along with the Social Equity Listening Tour findings, be a centerpiece of the marketing campaign. She noted her past advocacy for amenity upgrades and asked that the targeted audience be existing riders. Board Member Moreno asked about the cost to produce the campaign video. Ms. Cooney replied that the video was produced in-house by MTS Multimedia Designer, Marcial Gutierrez. Board Member Moreno was initially concerned that the production of creating the video was costly and was impressed to find out the cost effectiveness and staff talent. She stated that she would want staff to continue to be mindful about the social media marketing campaign expenses compared in ratio to the campaign projects themselves. She asked that staff present on the action items that the campaign would produce. Ms. Cooney noted that the 30 projects mentioned in the

presentation were not a static list and that additional projects were projected to be identified through the perspective of departmental recommendations. She clarified that the marketing message was to show the community that the agency has improved and is still improving. Board Member Moreno expressed concern about the disconnect between the action projects and the marketing campaign and wanted staff to showcase the action plan in the marketing campaign.

Board Member Bush suggested that Board Member Moreno's points be included in the presentation to the Board as well as information about completed projects. He praised the marketing promotion in general and for special events with simultaneous safety and cleanliness enhancements. Ms. Cooney added that the agency does not solely focus on special events to gain new riders, however marketing for special events acts as an economic driver for the region. Board Member Bush agreed with Ms. Cooney.

Chair Whitburn praised the marketing team and the campaign's delivery. He noted that the plan is geared towards former, current and future riders. He added that marketing and communication was key to ridership recovery, along with the ongoing improvements to the system. He mentioned that advertisement spent at the latter part of the year would be important for both the community and the environment.

Board Member Elo-Rivera asked if the agency partners with social media influencers to promote the system. Mr. Olson mentioned a recent marketing partnership with Coldplay for transit passes to the system, in exchange for the promotion of MTS on their wide-reaching social media platforms. He also mentioned a recent food blog partnership with SD Foodies. Board Member Elo-Rivera asked if there was a program that could provide discounts at restaurants. Mr. Olson noted that a similar partnership was conducted during the recovery of COVID-19 to promote the economic stimulus of both local businesses and ridership. He added that the program could serve as an upcoming campaign for the benefit of local businesses and existing riders. Board Member Elo-Rivera encouraged current riders to recommend projects on the system.

#### **Action Taken**

Informational item only. No action taken.

### **3. Approval of Minutes (TAKEN OUT OF ORDER)**

#### **Public Comment**

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra supported the addition of restrooms. They did not support the reduction of parking allocations or the introduction of artificial intelligence. The Original Dra cautioned the Committee about the health hazards lithium batteries could bring.

#### **Action Taken**

Board Member Elo-Rivera moved to approve the minutes of the September 7, 2023, MTS Executive Committee meeting. Chair Whitburn seconded the motion, and the vote was 4 to 0 in favor with Board Member Vargas, Board Member Hall and Vice Chair Goble absent.

### **5. Operational Update: Refugees and Asylum Seekers (Sharon Cooney)**

Ms. Cooney presented an operational update regarding refugees and asylum seekers. She provided details on: the background, transit center station drop off rates, community based

organizations (CBO) and governmental assistance partnerships, amenity enhancements at stations for CBO and governmental humanitarian assistance, fare enforcement exceptions for asylum seekers, and additional staff availability.

### **Public Comment**

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra did not agree that local resources should be allocated to asylum seekers and believed that the refugees contributed to human trafficking.

### **Committee Comment**

Chair Whitburn thanked various members and constituents of the Board for their efforts in providing resources to asylum seekers. He noted that MTS will continue to assist the humanitarian effort. Chair Whitburn asked the Committee what additional resources MTS should be prioritizing.

Board Member Elo-Rivera thanked staff for their assistance in the coordination of resources.

### **Action Taken**

Informational item only. No action taken.

## OTHER ITEMS

### **6. Review of Draft October 19, 2023 Board Agenda**

#### Recommended Consent Items

#### **3. Approval of Minutes**

Action would approve the September 14, 2023 Board of Directors meeting minutes.

#### **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.

#### **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.

#### **6. Operations Budget Status Report for August 2023**

#### **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 ; 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. Imperial Avenue Division (IAD) Generator Upgrades – Contract Award**  
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.
- 9. El Cajon Third Track Construction Management Services – Work Order Amendment**  
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**  
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**  
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**  
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**

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**

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**

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**

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**

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.

**Staff Comments**

Ms. Cooney added that MTS has attempted to bring forth the trolley to the airport item to the Board however SANDAG staff is not available to present on the item.

**7. Other Staff Communications and Business**

There was no Other Staff Communications and Business discussion.

**8. Committee Member Communications and Other Business**

There was no Committee Member Communications and Other Business discussion.

**9. Next Meeting Date**

The next Executive Committee meeting is scheduled for November 2, 2023, at 9:00 a.m.

**10. Adjournment**

Executive Committee

October 12, 2023

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The meeting was adjourned at 10:17am.

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Chairperson  
San Diego Metropolitan Transit System

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Clerk of the Board  
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE): October 12, 2023 CALL TO ORDER (TIME): 9:06 am  
 RECESS: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 CLOSED SESSION: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 PUBLIC HEARING: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 ORDINANCES ADOPTED: \_\_\_\_\_ ADJOURN: 10:17 am

REPRESENTING	BOARD MEMBER	ALTERNATE	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
Chair	Whitburn <input checked="" type="checkbox"/>	No Alternate <input type="checkbox"/>	9:06 am	10:17 am
City of San Diego	Elo-Rivera <input checked="" type="checkbox"/>	Montgomery Steppe <input type="checkbox"/>	9:06 am	10:17 am
County of San Diego	Vacant <input type="checkbox"/>	Vargas <input type="checkbox"/>	ABSENT	ABSENT
East County	Hall <input type="checkbox"/>	Frank <input type="checkbox"/>	ABSENT	ABSENT
SANDAG Transportation Committee	Moreno <input checked="" type="checkbox"/>	Bush <input type="checkbox"/>	9:06 am	10:17 am
South Bay	Bush <input checked="" type="checkbox"/>	Leyba-Gonzalez <input type="checkbox"/>	9:25 am	10:17 am
Vice Chair	Goble <input type="checkbox"/>	No Alternate <input type="checkbox"/>	ABSENT	ABSENT

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

## MINUTES

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

#### BUDGET DEVELOPMENT COMMITTEE (BDC)

September 13, 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 Moreno called the Budget Development Committee meeting to order at 1:00 p.m. A roll call sheet listing Budget Development Committee member attendance is attached.

#### 2. **Public Comments**

There were no public comments.

#### 3. **Approval of Minutes**

Board Member Goble moved to approve the minutes of the April 27, 2023, MTS Budget Development Committee meeting. Board Member Whitburn seconded the motion, and the vote was 4 to 0 in favor with Board Member Elo-Rivero absent.

#### DISCUSSION ITEMS

#### 4. **Fiscal Year (FY) 2023 Preliminary Operating Budget Results (Gordon Meyer)**

Gordon Meyer, Manager of Financial Planning and Analysis, provided a presentation on the preliminary results for the FY23 Operating Budget ending June 30, 2023. He discussed total operating revenues, expenses, and activities; subsidy revenue category descriptions; total non-operating revenues and expenses; total revenues less expenses, contingency reserve balance, and the staff recommendation.

#### PUBLIC COMMENTS

*Guadalupe Rojas* – Rojas, representing Mid-City CAN, commented on the importance that the Youth Opportunity Pass Program (YOP) has to the youth advocates, including their newest member, Mia. She mentioned Mia depends on public transportation to get to school out in Mission Bay because her local high school does not offer college prep courses. She mentioned that Mia's commute is about two hours long, but is determined to make that commute in order to have a better education. Mia and other youth are eager to be part of the changes that will improve her community. Rojas stated she is happy that programs like YOP give fair chances regardless of the youth socioeconomic background and would like to see a permanent program that will continue to benefit youth for years to come. She noted that is why Mid-City CAN continues to advocate for funds from the state and other local revenue sources. Rojas mentioned that they still need MTS to include the YOP as a budget priority to ensure that youth continue to use public transportation.

### **Action Taken**

Board Member McCann moved to forward a recommendation to the Board of Directors to approve staff recommendations for programming excess revenues less expenses. Board Member Whitburn seconded the motion, and the vote was 4 to 0 in favor with Board Member Elo-Rivera absent.

### **5. Senate Bill (SB) 125 Funding Update (Sharon Cooney)**

Sharon Cooney, Chief Executive Officer, provided a funding update related to SB 125. She discussed the details of the transportation funding; SB 125 legislative intent; draft guidelines; requirements for funding allocation; approval and programming; timeline; proposals for the Zero Emission Transit Capital Program; proposals for the Transit and Intercity Rail Capital Program; impact to the operating budget; and addressing the structural deficit.

### **PUBLIC COMMENTS**

*Manny Rodriguez* – Rodriguez, representing the San Diego Transit Equity Working Group (SDTEWG), mentioned that SB 125 was in response to the Governor's budget, which originally did not include funding for transit. He noted that the mass advocacy efforts pushing for transit funding helped pass SB 125. He mentioned that MTS has been doing a really great job in getting the transit system up and running after the pandemic and he has no doubt that things will only get better with the funding from SB 125. Rodriguez mentioned that the SDTEWG does have some priorities for SB 125 and he would share those at another time. He went on to say that overall, he feels that MTS is doing a good job with using Elevate SD as a blueprint for where to allocate funding. He also mentioned that many transit riders and future transit riders look forward to the increased service frequencies.

### **COMMITTEE COMMENTS**

Board Member Whitburn hoped to increase security enhancements, frequency, overnight bus service, prevent service cuts and mitigating the deficit. Board Member Whitburn suggested staff to bring the SB 125 funding item to the October 19, 2023 Board meeting.

Board Member Goble supported the request to bring the item to the October 19, 2023 Board Meeting. Member Goble asked about the Public Utility Code (PUC) that was favorable to the agency based on population size and not based of the agency's financial need. He asked whether in-house or contracted security positions would receive the funding. Ms. Cooney replied that internal MTS Code Compliance Inspectors would be funded. She added that community feedback preferred more CCIs. Board Member Goble asked staff to clarify that MTS was not contractually obligated to deploy the CCIs and contracted officers in pairs. Ms. Cooney confirmed that this was not the case. He also noted that he would want to pilot a first and last mile program to attract new riders. Board Member Goble expressed concern that SANDAG would expect MTS to operate the people mover to the airport and suggested that costs be anticipated with the SB125 funding. Ms. Cooney noted that the Board would ultimately make any

decisions as to how the funding is prioritized. Ms. Landers clarified that SANDAG does not have the legal authority to delegate what MTS pays for.

Chair Moreno noted that the funding was an opportunity for the agency to invest in the future. She suggested investing in services that generate ridership and suggested transit amenities such as shelters, benches and trashcans at bus stops. Chair Moreno asked that the item be taken to the Board as an informational item, and subsequently return to the Budget Development Committee with more specific actions on how the funds will be spent for the public to be able to participate. She asked staff about AB 761, the Transit Transformational Taskforce and asked if Ms. Cooney was on the Committee. While appointment parameters have not been finalized, Ms. Cooney anticipated to join the committee. Ms. Cooney noted that once the agency lists the proposed funding allocation in December, the document is flexible to change.

**Action Taken**

Informational item only. No action taken.

**OTHER ITEMS**

**6. Next Meeting Date**

The next Budget Development Committee meeting is to be determined.

\*Clerk's note: the next Budget Development Committee meeting was subsequently scheduled for November 2, 2023.

**7. Adjournment**

Chair Moreno adjourned the meeting at 2:00 p.m.

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Chairperson  
San Diego Metropolitan Transit System

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Committee Clerk  
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BUDGET DEVELOPMENT COMMITTEE MEETING

ROLL CALL

MEETING OF (DATE): 09/13/2023 CALL TO ORDER (TIME): 1:00 p.m.

ADJOURN: 2:00 p.m.

BOARD MEMBER		(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
MORENO (Chair)	<input checked="" type="checkbox"/>	(no alternate) <input type="checkbox"/>	1:00 p.m.	2:00 p.m.
ELO-RIVERA	<input type="checkbox"/>	(no alternate) <input checked="" type="checkbox"/>	Absent	Absent
GOBLE	<input checked="" type="checkbox"/>	(no alternate) <input type="checkbox"/>	1:00 p.m.	2:00 p.m.
MCCANN	<input checked="" type="checkbox"/>	(no alternate) <input type="checkbox"/>	1:13 p.m.	2:00 p.m.
WHITBURN	<input checked="" type="checkbox"/>	(no alternate) <input type="checkbox"/>	1:00 p.m.	2:00 p.m.

COMMITTEE CLERK: Lucia I Mansour Digitally signed by Lucia I Mansour  
Date: 2023.09.18 09:33:21 -07'00'





**Metropolitan  
Transit  
System**

## Agenda Item No. 4

JOINT MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
EXECUTIVE COMMITTEE & BUDGET DEVELOPMENT COMMITTEE

November 2, 2023

**SUBJECT:**

Senate Bill (SB) 125 Funding Update (Mike Thompson)

**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 four fiscal years are broken down by year and program as follows:

Program	Year 1	Year 2	Year 3	Year 4
TIRCP	\$118,515,843	\$118,814,323		
ZETCP	\$17,265,263	\$9,685,392	\$9,685,392	\$9,685,392



Staff presented an overview of these new funding sources, including the goals of the programs, eligible projects, compliance requirements and tentative schedule to both the Budget Development Committee and the Board of Directors, as well as received public input. At this meeting, Staff will present updated project options for consideration.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. 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**

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*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

### Contents

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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 1<sup>st</sup> 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/cci-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/GHGInvest/>
- 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](mailto: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](mailto: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 31<sup>st</sup> 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/cqi-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/cqi-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 Proposal**

## **Joint Executive Committee & Budget Development Committee Meeting**

# State Budget – SB 125 Funding

- MTS to receive approximately \$284 million over four fiscal years
  - Augmenting the existing Capital and Operating Budgets
  - Transit Intercity Rail Capital Program (TIRCP) Funding
  - Zero-Emission Transit Capital Program (ZETCP) Funding

<b>Revenue Sources</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Total</b>
TIRCP	\$ 118.5	\$ 118.8	\$ -	\$ -	\$ 237.3
ZETCP	17.3	9.7	9.7	9.7	46.3
<b>Subtotal</b>	<b>\$ 135.8</b>	<b>\$ 128.5</b>	<b>\$ 9.7</b>	<b>\$ 9.7</b>	<b>\$ 283.7</b>

# SB 125 Legislative Intent – Capital Funding

- TIRCP Capital funding
  - Projects must demonstrate reduction in greenhouse gas emissions and an increase in ridership
  - Additional funding for previously approved TIRCP projects
- ZETCP Capital eligible projects
  - Purchase of ZEBs
  - ZEB infrastructure
  - Zero emission facility modifications
  - Projects that demonstrate reduction in greenhouse gas emissions



# SB 125 Legislative Intent – Operations Funding

- TIRCP & ZETCP operations funding
  - 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
  - Operating expenses invested in increased safety and security measures

# SB 125 Legislative Intent – Social Equity

- SB 125 requirements:
  - New TIRCP and ZETCP capital projects must demonstrate how 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
  - Transit operations requests must identify benefits to transit dependent riders of activities funded by the requests
- MTS: Commitment to prioritize disadvantaged communities in expenditure of SB 125 funds
  - Statistical analysis of new projects and services for SB 535 and AB 1550 communities is supplemented by input from social equity working groups at MTS and SANDAG, and results of the Social Equity Listening Tour

# Feedback received

- Meetings with the BDC and Board
  - Outreach during Elevate 2020, Social Equity Listening Tour, Customer Satisfaction Survey, SANDAG Social Equity Working Group
- Major themes:
  - Investing in our existing riders
    - Frequency of service on bus and trolley
    - Increasing span of service on bus
    - Need additional focus on bus stop improvements
  - Look for solutions in Otay Mesa / Cross Border Express
  - Youth Opportunity Pass is important
    - SANDAG leading effort in continuation of program



# Zero-Emission Transit Capital Program

- Staff proposals for ZETCP:
  - Battery electric bus charging infrastructure projects - \$46.3M
  - Planned Buildout through 2029
    - South Bay
      - 2023 – 24 positions
      - 2027 – 49 new and 73 total positions
    - Imperial Avenue
      - 2025 – 30 positions
    - Kearny Mesa
      - 2027 – 27 positions
    - East County
      - 2029 – 32 positions



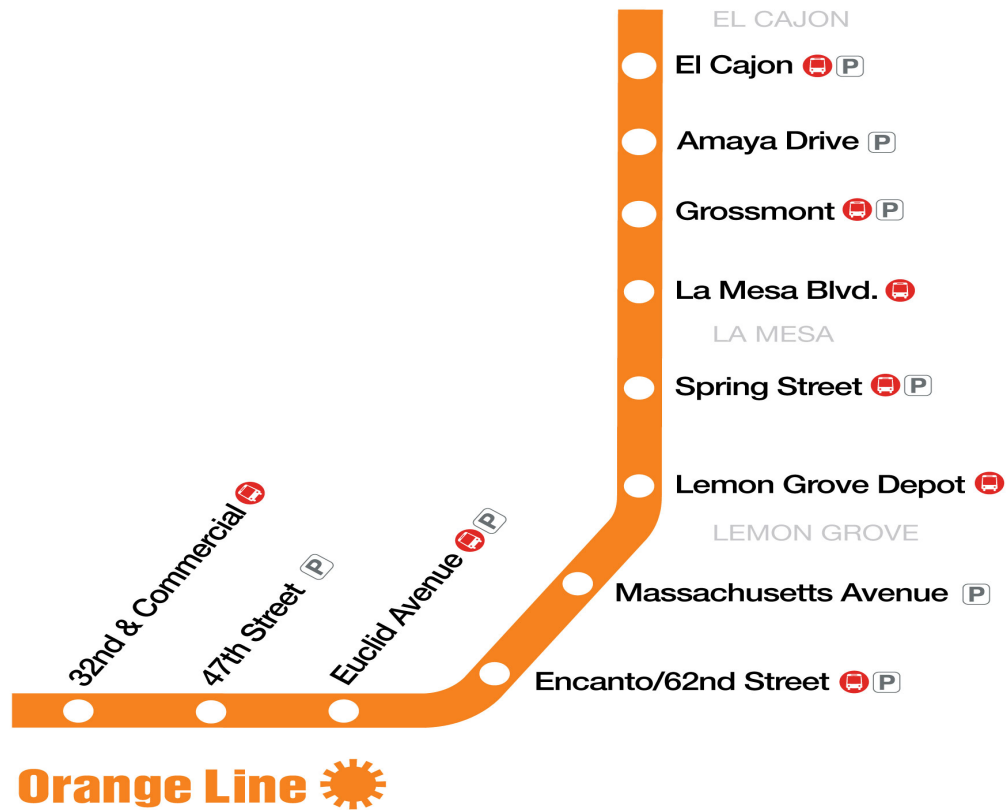
# Transit and Intercity Rail Capital Program (TIRCP) Proposed Projects

# Security Enhancements

- In response to public safety focus groups and customer satisfaction survey
- New positions approved by the Board in September
  - 34 Inspectors and 6 supervisors
    - This would allow for additional train teams and the ability to create additional specialized teams (B.E.S.T, P.S.T., Outreach, etc.)
  - 5 Dispatcher positions
    - Previously contracted position; now hired as MTS employees
  - 1 Asst. Field Ops Manager
  - 1 Admin Support Professional
- Cost \$3.5M per year



# Orange Line Signal Infrastructure Modernization



# Complete Retirement Of 35-year-old Signal System

- Automatic Block Signal Upgrades
  - Replace signal system between 32<sup>nd</sup> and Commercial Street and El Cajon Stations that was installed in the 1980's which has surpassed its useful life cycle
  - Replace relay logic with vital computer processor based system, and replace the copper circuitry with fiber optic network to align with Blue & Green Line signaling
- Twenty three grade crossing warning systems
  - Grade crossing warning systems, new crossing gate arms and associated CPUC hardware to support bi-directional signaling, improving service reliability, efficiency and safety
  - Increase Operating Speeds from 50 MPH to 55 MPH



# Track Improvements

- Seven interlocking for bi-directional operations
  - Increased flexibility to operate around train failures and work crews while enhancing system safety, efficiency, and customer experience
- Six Grade Crossing Improvements
  - University Avenue, Allison Avenue, La Mesa Boulevard, Lemon Avenue, Severin Drive, and Broadway
  - Enhance state of good repair, operational reliability and improve roadway conditions
- Pedestrian crossing Improvements
  - 54<sup>th</sup>, 66<sup>th</sup>, and 68<sup>th</sup>, new track panels, sidewalk improvements to meet ADA, signal warning system replacement with pedestrian gates to provide modern industry safety standards



# VMS & Station Improvements

- Variable Message Signs (VMS)
  - Install new VMS signs at each passenger station. New signs will be color screens, double sided, matching the installations along the new mid-coast line. Each station will get four replacement signs
  - VMS will display next train information and pertinent communications to customers
- Station Trackway Replacement and Pedestrian Channelization Improvements at Stations
  - Massachusetts, La Mesa & El Cajon Stations
  - Passenger safety and operational efficiency improvements

# Orange Line Modernization Project

## Total Budget

Funding Type	Total (\$M)
TIRCP Cycle 5 funds	\$14.6
TIRCP Cycle 6 funds	48.3
MTS CIP Local funds	0.3
SB 125 funds	<u>26.0</u>
<b>Programmed funds</b>	<b>\$89.2</b>
Future CIP Local funds	<u>46.7</u>
<b>Estimated Total Budget</b>	<b>\$135.9</b>



# Trolley Service Enhancements

- All Lines: \$8.0 million/year
  - Frequency increase to 15 minutes all day, every day
  - Currently at 30-minute frequency early and late, esp. on weekends
  - Orange Line weekday night increases to take effect after modernization project is completed
    - Can operate enhance frequencies on Route 4 as a supplement during construction
  - Green Line enhanced frequency to be paused during construction (later phases)
- Blue Line: \$3.7 million/year (starting in June 2025)
  - Weekday frequency increase to 7.5 minutes between Border and UTC during peak periods

# Bus Service Enhancements

- Iris Rapid (Rapid 227) operations: \$4 million/year
- Service restoration in CY 2024: \$8 million/year
  - Restores services cut due to driver shortages
- New Services: \$8 million/year
  - Identified in Elevate SD and includes priorities from Social Equity Listening Tour and MTS Social Equity Working Group
  - Overnight “Blue Line” bus service to border
  - Other span increases for later evening service
  - Increased evening and weekend frequencies
  - Priority for EJ routes and disadvantaged communities



# New Bus Services – Sample Package

## \$8 million annual cost

- **New Downtown – Border Route**
  - 11pm – 4am, every 30 minutes, 7 days/week
- **Route 4** (Imperial Ave. – Lomita):
  - Every 15 minutes peaks and midday between Downtown & Euclid\*
  - Every 30 minutes all day on weekends
- **Routes 28** (Rosecrans St.), **709** (H Street/CV), **901** (Coronado – IB), **961** (NC – Paradise Hills-Encanto):
  - Increase Sunday frequency from 60 to 30 minutes
- **Routes 838** (Lakeside – Alpine), **851** (Spring Valley)
  - Increase weekday frequency from 60 to 30 minutes\*
- **Later service span on Routes 3** (Euclid – Hillcrest), **10** (Old Town – City Heights), **12** (Downtown – Skyline), **Rapid 235** (I-15 Rapid)

\* Adds peak buses

# Bus Stop Accessibility Improvements

- Add funds to existing capital project that upgrades bus stops for ADA compliance and placement of future amenities
- Some MTS bus stops pre-date ADA and need improvements for full compliance. Capital project improves a number of stops each year
- Selection of stops prioritized by EJ communities and ridership, plus requests by disabled riders for specific locations
- **\$1 million** in SB 125 funding each year would fund approx. 20 stop improvements
  - Includes ADA compliant boarding area (pavement rehab, size, depth, slope, etc.)
  - Designed to accommodate future bench and/or shelter where possible
- Supplements funds already dedicated through annual CIP process, Social Equity Listening Tour, location-specific grants, and Operating Budget

# Bus Stop Accessibility Improvements

San Vicente St. & Norm St. (Lomita)





# Bus Stop Accessibility Improvements

College Avenue at College Grove Drive



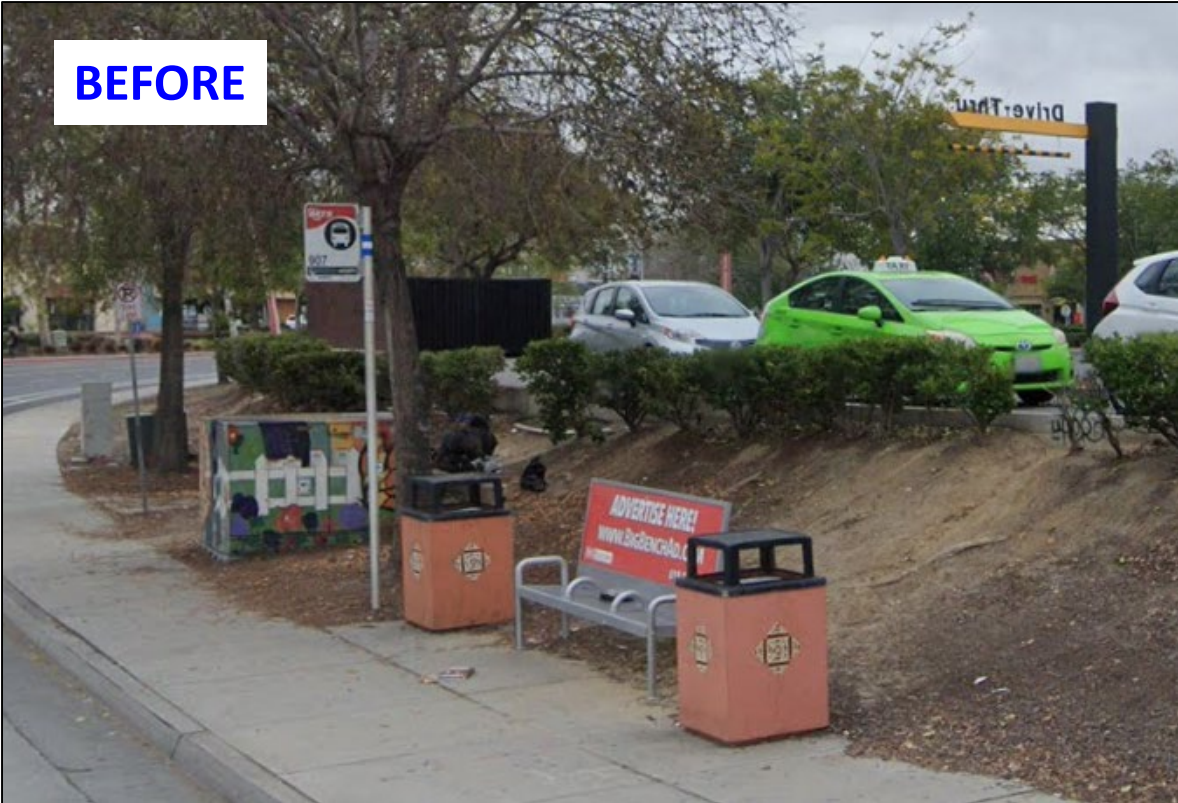
# Bus Stop Accessibility Improvements

San Ysidro Blvd. at  
Cottonwood Road



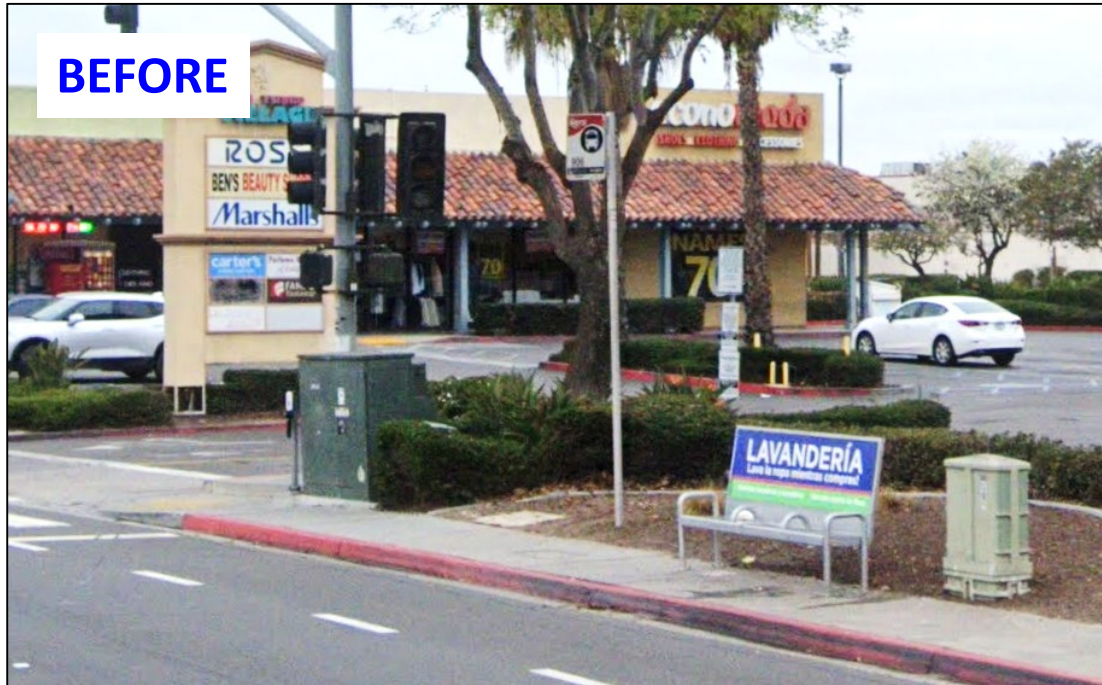
# Bus Stop Accessibility Improvements

EB Camino de la Plaza at Via Nacional (eastbound)



# Bus Stop Accessibility Improvements

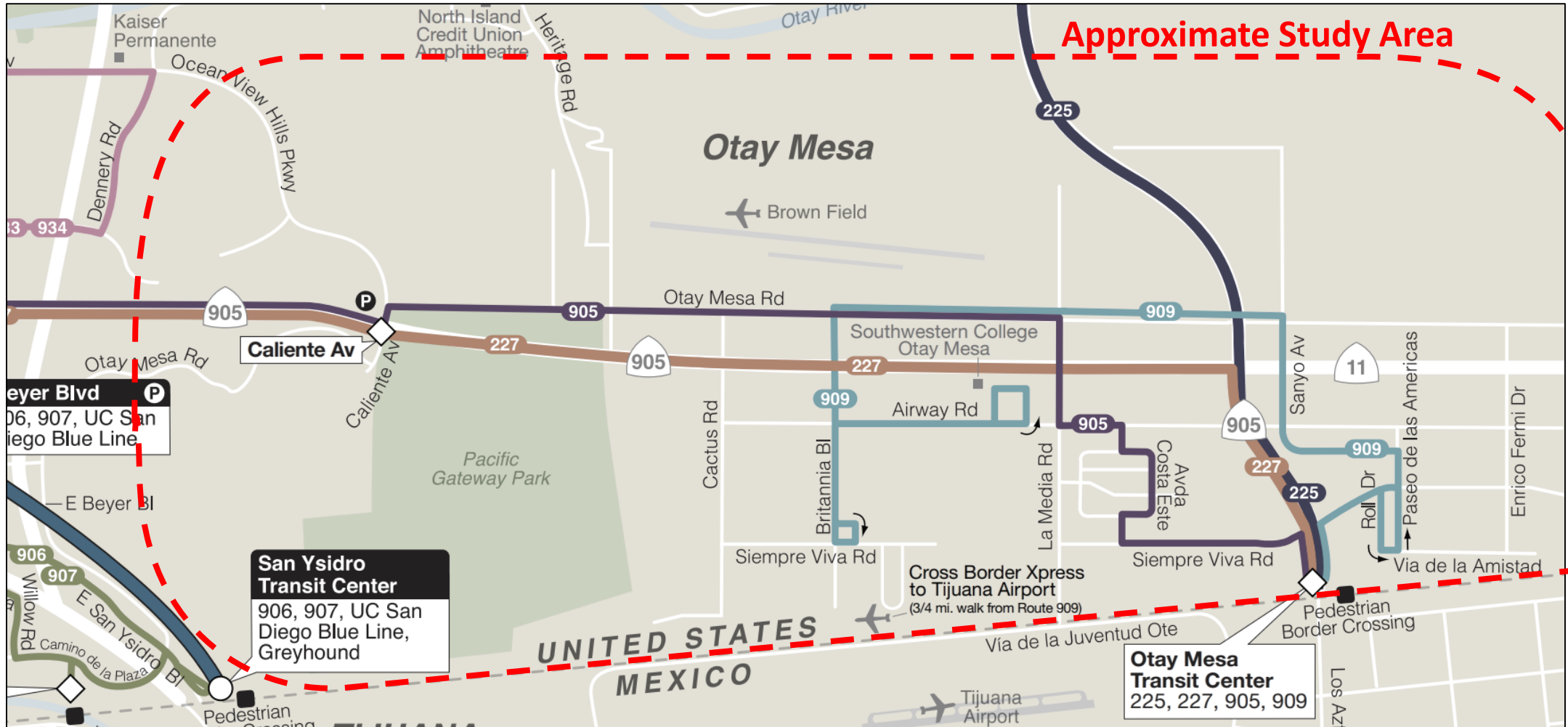
Camino de la Plaza at Via Nacional (westbound)



# Otay Mesa Service Improvements

- Otay Mesa growth has outpaced the region in the last 20 years, without transit funding to keep up
- Upcoming infrastructure changes include Otay Mesa East POE, eastward road extensions, and upgrades to Airway Road
- Several areas and trip generators lack service (Amazon, CBX, Ocean View Hills, etc.)
- Local area transit study would develop recommendations for better serving the area between I-805 and Otay Mesa East POE
  - Funding included to implement new services recommended in the study
- \$500K for study, plus \$1.5 million annual operating costs
  - Ops cost placeholder that may need adjustment in future SB 125 plan revisions
  - Costs for added buses would be added to annual CIP for bus purchases

# Otay Mesa Service Improvements



# Reduced Fare Programs

- Last Friday, SANDAG approved additional YOP funding through FY 2026
- SANDAG is currently working on a Transit Fare Discount Study
  - Plan to conduct a survey to gather public feedback on various programs that would make transit more affordable, including free or discounted transit passes for certain groups of people
  - Study is expected to be completed by the end of the year and will help guide future policy decisions on implementing or expanding reduced fare programs
- MTS conducting a Customer Satisfaction Survey to gather data to better inform next steps related to service, increasing ridership, fares, etc.
  - Customer Satisfaction Survey is expected to be completed by end of June 2024
- PRONTO Extend Program has been included in regular MTS operating budget
- SB 125 Allocation Package is a living document. All projects and funding requests can be amended as needed

# SB 125 Program – Capital & Operations Funding

Project Name	FY24	FY25	FY26	FY27	FY28	Total
ZEB Overhead Charging Infrastructure	\$ -	\$17,265	\$ 9,685	\$ 9,685	\$ 9,685	46,321
Orange Line Modernization Project	-	26,000	-	-	-	26,000
Security Enhancements	1,500	3,500	3,500	3,500	3,500	15,500
Trolley Service Enhancements		8,015	9,880	10,511	10,511	38,917
Bus Service Enhancements		6,000	16,000	16,000	16,000	54,000
Iris Rapid Operations	3,000	4,000	4,000	4,000	4,000	19,000
Otay Mesa (CBX, etc.) Service Improvements		500	1,500	1,500	1,500	5,000
Bus Stop Improvements		1,000	1,000	1,000	1,000	4,000
Structural Deficit Balancing				13,418	61,495	74,913
<b>Total</b>	<b>\$ 4,500</b>	<b>\$66,280</b>	<b>\$45,565</b>	<b>\$59,614</b>	<b>\$107,692</b>	<b>\$ 283,652</b>

- Structural Deficit expected to be balanced through FY28



# Next Steps

- Preparation of the first Allocation Package
  - Allocation Package is a living document and can be updated as needed
- November 8, 2023 – Meeting with the MTS Community Advisory Committee for feedback
- November 30, 2023 – Update to the BDC, if needed
- December 5, 2023 – Meeting with the San Diego Transportation Equity Working Group for feedback
- December 7, 2023 – Update to the EC, if needed
- December 14, 2023 – Allocation Package approval by Board
- December 31, 2023 – Allocation Package submittals due
- April 30, 2024 – Requested funding will be allocated by this date

# Questions/Comments

**From:** Jay Robinson-Duff <jard1990@gmail.com>  
**Sent:** Tuesday, October 31, 2023 4:13 PM  
**To:** ClerkoftheBoard  
**Subject:** Spending Priorities

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

Hello,

MTS should prioritize spending on increased hours of operation. The public transit system shuts down too early to be utilized as a replacement for Uber when going out.

Sincerely,  
Jay



# Board of Directors Agenda

November 9, 2023 at 9:00 a.m.

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

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

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	<b>Roll Call</b>	
2.	<b>Public Comments</b> This item is limited to five speakers with two minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.	
SPECIAL ITEMS		
3.	<b>Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees for 2024 (Sharon Cooney)</b> Action would appoint an Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of the Chair Pro-Tem as well as MTS and non-MTS committees for 2024.	Appoint
CONSENT ITEMS		
4.	<b>Approval of Minutes</b> Action would approve the October 19, 2023 Board of Director meeting minutes.	Approve
5.	<b>Adoption of the 2024 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule</b> Action would adopt the 2024 Executive Committee and Board of Directors meeting schedule	Approve
6.	<b>Repeal of MTS Board Policy No. 24, "Regional Transit Service Dispute Resolution"</b> Action would repeal MTS Board Policy No. 24, "Regional Transit Service Dispute Resolution" as of January 1, 2024.	Approve
7.	<b>Quarter Ending September 30, 2023 – Investment Report</b>	Informational



8. **Pay Phone Services – Contract Award** Approve
  
9. **Bus Operator and Supervisor Uniforms – Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0756.0-23, with Bordova Innovations Inc., for the purchase of bus operator and supervisor uniforms, for five (5) years effective January 1, 2024 through December 31, 2028, in the amount of \$2,612,786.76.
  
10. **Railroad Ties – Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. L1651.0-24, with Phoenix Contracting in the amount of \$182,700.90 for railroad ties.
  
11. **Heating, Ventilation and Air Conditioning (HVAC) Preventative Inspection and Maintenance Services and As-Needed Repairs – Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWG372.0-23, with Comfort Mechanical, Inc., a Small Business (SB), for HVAC preventative inspection and maintenance services and as-needed repairs for a three (3) year base period, with two (2) 1-year options for a total of \$715,596.93; and 2) Exercise the option years at the CEO’s discretion.
  
12. **Davra Network RuBAN Software Support and Development – Sole Source Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2795.0-24, with Davra Networks (Davra), in the amount of \$1,288,800.00 , for a period of three (3) base years, and two (2) one-year options for the provision of RuBAN software licensing support and development; and 2) Exercise the option years at the CEO’s discretion.
  
13. **Janitorial Services – Contract Amendment** Approve  
Action would 1) Ratify Amendment 4 to MTS Doc. No. G2613.4-22 with NMS Management Inc. (NMS), a Disadvantage Business Enterprise (DBE), in the amount of \$13,316.30; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment 5 to MTS Doc. No. G2613.5-22 with NMS, in the amount of \$274,423.08.
  
14. **Landscape Maintenance Services – Contract Amendment** Approve  
Action would 1) Ratify Amendment 2 to MTS Doc No. PWG302.2-20 with Aztec Landscaping, Inc. (Aztec) in the amount of \$50,000.00 for as-needed landscaping services at multiple Bus Rapid Transit (BRT) locations; 2) Ratify Amendment 3 to MTS Doc No. PWG302.4-20 with Aztec, at no additional cost, for as-needed landscaping services at the Pyramid Building; and 3) Ratify Amendment 4 to MTS Doc No. PWG302.4-20 with Aztec in the amount of \$26,877.00 for as-needed landscaping services for the channel clearing of nonnative, invasive, and channel blocking landscaping in the Alvarado Creek near Grantville Transit Center, and to San Diego River property near Hotel Circle for as needed landscaping services for the Land Management (LM)

program; and 4) Authorize the Chief Executive Officer (CEO) to execute Amendment 5 to MTS Doc No. PWG302.5-20 with Aztec in the amount of \$100,083.00 for as-needed landscaping services for the Coronado track line and Palomar station cleanups for the LM program.

- 15. Baltimore Junction and Euclid Avenue Planning Study – Work Order Agreement** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-32 under MTS Doc. No. PWL355.0-22 with Psomas, in the amount of \$699,915.43 to provide engineering planning services for the Baltimore Junction and Euclid Grade Study.
- 16. Federal Fiscal Year (FFY) 2022 Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities (FTA Section 5310) – Amended and Restated Grant Award** Approve

DISCUSSION AND REPORT ITEMS

- 17. SANDAG report on Airport Transit Connection** Informational
- 18. FY 2023 ACFR** Approve
- 19. Passenger Support Report** Informational
- 20. Year End Operations Report** Informational

OTHER ITEMS

- 21. Chair, Board Member and Chief Executive Officer’s (CEO’s) Communications and CEO Report** Informational
- 22. 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.

ADJOURNMENT

- 23. Next Meeting Date**  
The next Board of Director’s meeting is scheduled for November 14, 2023 at 9:00am.
- 24. Adjournment**



**Metropolitan  
Transit  
System**

## **Agenda Item No. 3**

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

November 9, 2023

**SUBJECT:**

Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees for 2024 (Sharon Cooney)

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors appoint an Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of the Chair Pro-Tem as well as MTS and non-MTS committees for 2024.

Budget Impact

None.

**DISCUSSION:**

Each year, the Board makes appointments to the following committees:

- Accessible Services Advisory Committee (ASAC)
- Airport Authority Advisory Committee
- Audit Oversight Committee
- Budget Development Committee
- Executive Committee
- Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN)
- Public Security Committee
- San Diego Association of Governments (SANDAG) Board
- SANDAG Regional Planning Committee
- SANDAG Transportation Committee
- San Diego Regional Building Authority
- Taxicab Advisory Committee

The Executive Committee membership is governed by MTS Board Policy 22.8. The Audit Oversight Committee membership is governed by MTS Board Policy 22.9. Attachment B is a table of committee appointments for 2023.



The Ad Hoc Nominating Committee shall review the list of MTS committees and make recommendations to the Board with respect to the appointment of members of the Board to serve on each committee. The Ad Hoc Nominating Committee is also tasked with reviewing the list of outside boards and/or committees and making recommendations to the Board with respect to the appointment of members of the Board to represent MTS on each outside Board or committee.

The Ad Hoc Nominating Committee normally meets in late December or early January, after the upcoming appointments to the MTS Board are generally known, and forwards its recommendations for appointments of officers and committee members on or before the first Board meeting in January.

The election procedures to appoint an Ad Hoc Nominating Committee pursuant to Robert's Rules of Order are as follows:

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

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Board Policy No. 22  
B. Table of MTS Committees for 2023





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

# Policies and Procedures

# No. 22

**Board Approval:** 6/13/19

**SUBJECT:**

**RULES OF PROCEDURE FOR THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) BOARD OF DIRECTORS**

**PURPOSE:**

To define and clarify Board Rules of Procedure and incorporate them in Board Policy.

**BACKGROUND:**

In 1977, the Board adopted Rules of Procedure by resolution and from time to time amendments have been adopted. The Rules shall be contained in Board Policy for ease of reference and periodic updating. The Board is established and governed by the Mills-Deddeh Transit Development Act, set forth in the Sections 120000 through 120702 of the California Public Utilities Code (“MTS Enabling Legislation”). Section 120101 requires to the Board to “establish rules for its proceedings.” In the event the rules of procedure set forth herein conflict with the MTS Enabling Legislation, or other applicable law, the applicable law shall supersede these rules.

**22.1 Membership and Organization**

22.1.1 Membership in this Board is established by Sections 120050 through 120051.6 of the MTS Enabling Legislation.

22.1.2 The Board consists of 15 members selected as follows:

- a. One member of the County of San Diego Board of Supervisors appointed by the Board of Supervisors.
- b. Four members of the City Council of the City of San Diego, one of whom shall be the mayor, appointed by the City Council.
- c. One member of each city council appointed individually by the City Councils of the Cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.



- d. Two members of the City Council of the City of Chula Vista, one of whom shall be the mayor, appointed by the City Council.
- e. The chairperson of the board shall be selected from the board membership by a two-thirds vote of the board, a quorum being present. The chairperson shall serve for a term of two years, except that he or she is subject to removal at any time by a two-thirds vote of the board, a quorum being present.

22.1.3 [RESERVED]

22.1.4 Alternate members of the Board shall be appointed as follows:

- a. The County of San Diego Board of Supervisors shall appoint as its alternate member a county supervisor not already appointed as the primary board member under Section 22.1.2(a), who represents one of the two supervisorial districts within MTS's jurisdiction with the greatest percentage of its area within the incorporated area of the County of San Diego.
- b. The City Councils of the Cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego and Santee shall each individually appoint a member of their respective city councils not already appointed as a primary board member to serve as an alternate member for each member of the city on the board.
- c. At its discretion, a city council or the county board of supervisors may appoint a second alternate member to serve on the board in the event that neither a member nor the alternate member is able to attend a meeting of the board.

22.1.5 This Board shall exercise all powers authorized by the laws of the State of California.

22.1.6 Only the duly selected official representative, or in his or her absence his or her duly selected alternate, shall be entitled to represent a member agency in the deliberations of the Board.

22.1.7 Names of the official representatives and alternates shall be communicated in writing to the Board by each participating member agency and shall thereafter be annually communicated or reaffirmed prior to the February meeting of the Board and at such other times as changes in representation are made by member agencies.

- 22.1.8 The Board shall have the authority to appoint committees or subcommittees and may provide for the appointment of alternates to these committees or subcommittees.
- 22.1.9 Standing committees shall be appointed by the Board as may be required to carry out general and continuing functions and shall be abolished only upon specific action by the Board.
- 22.1.10 Ad hoc specialized subcommittees may be appointed by the Board as the need arises to accomplish specific tasks. Upon completion of its assignment, each ad hoc subcommittee shall disband.
- 22.1.11 Board members serving on such subcommittees shall be compensated as provided by Board ordinance. The Chief Executive Officer is authorized to enter into agreements to compensate individuals who were Board members at the time of their appointments to such subcommittees and who continue to serve on such subcommittees after their terms of office as Board members, subject to the same limitations as exist for compensation of Board members, and subject to replacement by the Board.

22.2 Meetings

- 22.2.1 On or before the first regular meeting of the Board in December of each year, the Board shall adopt a schedule of its meetings by date, time, and location for the coming year. The schedule of the meetings shall be published in the local newspaper of general circulation prior to the next regular meeting. The schedule of meetings shall also be published on the MTS website and posted at the MTS Executive Offices.
- 22.2.2 The Board may, when necessary, change the time and place of regular meetings. Notice of such change shall be posted pursuant to the Ralph M. Brown Act.
- 22.2.3 The Clerk of the Board shall forward written notice of the annual schedule of regular meetings and any changes thereto stating the dates, times, and locations to each member's agency and to the respective members and alternates of the Board and the standing committees.
- 22.2.4 Special meetings may be called and noticed under the provisions of the Ralph M. Brown Act as applicable and, specifically, Section 54956 of the California Government Code. The call and notice shall be posted in an area accessible to the public at least 24 hours prior to the meeting.

Special meetings normally shall be called by a majority of the Board or Executive Committee only upon a finding that

extraordinary circumstances require Board action prior to the next scheduled Board meeting, such as to discuss a work stoppage or significant litigation, or that a special meeting is necessary to hold a workshop, a joint meeting with another agency, or for other special purposes at a future date beyond the next Board meeting. The Chair may call such meetings only when such extraordinary circumstances arise after the last Board or Executive Committee meeting and Board action is required prior to the next regularly scheduled Board or Executive Committee meeting.

- 22.2.5 A majority of the members of the Board shall constitute a quorum for the transaction of business, and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board present.
- a. After a vote of the members is taken, a weighted vote may be called by the members of any two jurisdictions in accordance with Section 120102.5 of the MTS Enabling Legislation and MTS Board Policy No. 27 (Weighted Vote).
- 22.2.6 Parliamentary procedure at all meetings shall be governed by Robert's Rules of Order Newly Revised except as otherwise modified herein.
- 22.2.7 Prior to each regular meeting, the Clerk of the Board shall forward a copy of the agenda to each member in accordance with the schedule adopted by the Board. The agendas shall also be mailed to each person or entity previously requesting such in writing. The Clerk shall post the agenda in an area accessible to the public at least 72 hours before the meeting in accordance with the Ralph M. Brown Act. Agenda materials shall be available as public record in accordance with the Ralph M. Brown Act and, specifically, Section 54957.5 of the California Government Code.
- 22.2.8 The Board may take action on items of business not appearing on the posted agenda in accordance with the Ralph M. Brown Act.
- 22.2.9 Requests for Board action may be initiated by any member of the Board or any staff officer.
- 22.2.10 Communication requests may be initiated by an individual and submitted to the Clerk by letter or on forms provided by the Clerk and must state the subject matter and the action which the writer wishes the Board to take. The Clerk shall review all communication requests so received and shall list them on the Board's docket under those items which the Clerk deems to be proper areas of discussion or action by the Board. When a Communications item is listed on the docket, it is not debatable and must be referred to an appropriate committee, other public agency, or to staff to prepare a report or response.

22.2.11 Any permanent rule of the Board as set forth herein and unless otherwise established by law may be suspended temporarily by a two-thirds vote of the members present.

22.3 Amendments

22.3.1 The Board shall be responsible for making all amendments to these rules.

22.3.2 Proposed amendments may be originated by the Board, or any member of such, or by the Chief Executive Officer.

22.3.3 Each proposed amendment shall be considered by the Board and a copy thereof forwarded by the Clerk of the Board to the official representative of each member agency.

22.4 Ordinances

22.4.1 Every ordinance shall be signed by the Chairperson of the Board and attested by the Clerk of the Board.

22.4.2 On the passage of all ordinances, the votes of the several members of the Board shall be entered on the minutes.

22.4.3 Ordinances shall not be passed at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed at a special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Board members present, all ordinances shall be read in full either at the time of introduction or passage. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section.

22.4.4 Consistent with Section 120109 of the MTS Enabling Legislation, the Clerk of the Board shall cause a proposed ordinance or proposed amendment to an ordinance, and any ordinance adopted by the Board, to be published at least once, in a newspaper of general circulation published and circulated in the Board's area of jurisdiction.

22.4.5 The publication of an ordinance, as required by subdivision 22.4.4, may be satisfied by either of the following actions:

- a. The Board may publish a summary of a proposed ordinance or proposed amendment to an ordinance. The summary shall be prepared by the Clerk of the Board and General Counsel. The summary shall be published and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the

Clerk of the Board at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, the Board shall publish a summary of the ordinance or amendment with the names of those Board members voting for and against the ordinance or amendment, and the Clerk of the Board shall post in the office of the clerk a certified copy of the full text of the adopted ordinance or amendment along with the names of those Board members voting for and against the ordinance or amendment.

- b. If the person designated by the Board determines that it is not feasible to prepare a fair and adequate summary of the proposed ordinance or amendment, and if the Board so orders, a display advertisement of at least one-quarter of a page in a newspaper of general circulation in the Board's area of jurisdiction shall be published at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter of a page shall be published. The advertisement shall indicate the general nature of, and provide information regarding, the adopted ordinance or amendment, including information sufficient to enable the public to obtain copy of the complete text of the ordinance or amendment and the name of those Board members voting for and against the ordinance amendment.

22.4.6 Ordinances shall take effect thirty days after their final passage. An ordinance takes effect immediately, if it is an ordinance for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency and is passed by a four-fifths vote of the Board.

## 22.5 Public Comment

22.5.1 At a public hearing of the Board, persons wishing to provide comment and testimony shall be permitted to address the Board after submitting a written request to speak to the Clerk identifying the person and the subject agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.2 Persons wishing to comment on agenda items other than a public hearing must submit a written request to speak in advance to the Clerk identifying the person and the subject agenda item. Comments must be limited to issues relevant to the particular agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers

representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.3 Public comment on matters not on the agenda will be permitted on items of interest to the public that are within the subject matter jurisdiction of the Board. Persons wishing to comment must submit a written request in advance to the Clerk identifying the person and subject matter. The Chairperson may limit the time for each speaker. Ordinarily, each speaker will be allowed no more than three minutes.

22.6 Chairperson

Prior to the expiration of a Chairperson's term, the Executive Committee shall make a recommendation to the Board on whether to reelect the current Chairperson. In the event that the Board does not reelect a chairperson, or in the event of a vacancy in the position of Chairperson, the Executive Committee shall create an ad hoc nominating committee that shall, by whatever means it deems appropriate, recommend to the Board a candidate or candidates for the position of Chairperson. The Board shall then vote to elect a Chairperson in accordance with Section 22.1.2(e).

22.7 Election of Board Officers and Appointments to Committees

22.7.1 On or before the Board's first meeting in November, the Board shall appoint less than a quorum of members to an Ad Hoc Nominating Committee. The Ad Hoc Nominating Committee shall review the list of MTS committees and make recommendations to the Board with respect to the appointment of members of the Board or former Board members to serve on each MTS committee.

22.7.2 The Ad Hoc Nominating Committee shall also review the list of outside boards and/or committees and make recommendations to the Board with respect to the appointment of members of the Board to represent MTS on each outside board or committee.

22.7.3 The Ad Hoc Nominating Committee shall also make a recommendation to the Board with respect to the appointment of the Vice Chairperson and the Chair Pro Tem and any other board officers.

22.7.4 The Ad Hoc Nominating Committee shall forward its recommendations for appointments of officers and committee members on or before the first Board meeting in January.

22.7.5 At its first meeting in January, the Board shall elect a Vice Chairperson and a Chair Pro Tem from amongst its members. The Vice Chairperson shall preside in the absence of the Chairperson. In the event of the absence or inability to act by the Chairperson and Vice Chairperson, the Chair Pro Tem shall preside.

22.7.6 The Board shall then vote on the recommendations made by the Ad Hoc Nominating Committee with respect to all other committee appointments.

22.7.7 In the event that a Board member vacates his or her position on the Board, at the next meeting, the Chairperson shall take nominations from the floor to fill any opening in any Committee positions vacated by that Board member.

22.8 Executive Committee

22.8.1 The Executive Committee of the Board shall consist of the Chairperson, the Vice Chairperson (if he or she is not already a voting member), a member from the County of San Diego, a member from the City of San Diego, the Transportation Committee Representative (if he or she is not already a voting member), one member who represents the cities of Chula Vista, National City, Coronado, and Imperial Beach (the “South Bay Cities’ representative”), and one member who represents the cities of Lemon Grove, La Mesa, El Cajon, Poway, and Santee (the “East County Cities’ representative”). The South Bay Cities’ representative and the East County Cities’ representative shall serve as members of the Executive Committee for a term of two years each. The terms of these two members shall be staggered so as to avoid replacement of both members at the same time.

22.8.2 The East County and South Bay representatives shall serve in the following order:

East County: El Cajon, La Mesa, Lemon Grove, Santee, Poway—each serving a two-year term.

South Bay: Chula Vista, Coronado, Imperial Beach, National City—each serving a two-year term.

After each member has served as either the East County or South Bay representative, the rotation schedule shall repeat.

22.8.3 The alternates to the Executive Committee members shall be as follows:

22.8.3.1 The alternate for the County of San Diego shall be the alternate appointed by the County of San Diego to serve as the alternate for the Board.

2.8.3.2 The alternate for the City of San Diego shall be selected by the City of San Diego from amongst the three remaining City of San Diego Board members.



- 2.8.3.3 The alternates for the East County Cities' and the South Bay Cities' representatives shall be the representative from the city that is next in the rotation order set forth in section 22.8.2 above (for example, if the City of El Cajon is currently the primary Executive Committee member, then the City of La Mesa member shall be the alternate Executive Committee member). Alternates shall be appointed for a term of two years or such lesser term as necessary to coincide with the term of the member for whom the alternate is appointed.
- 22.8.4 The Vice Chairperson shall attend each Executive Committee meeting as a voting member. The Vice Chairperson shall serve as the alternate to the Chairperson in his or her absence and as a second alternate at large for any of the Executive Committee representatives and shall be a voting member when serving in this capacity.
- 22.8.5 At its first meeting in January, the Board shall vote on the Ad Hoc Nominating Committee's recommendation for the representative and alternate to the San Diego Association of Governments (SANDAG) Transportation Committee to serve for a term of one year. In the event that the Board votes to appoint a member of the Board who does not serve on the Executive Committee, then the appointed SANDAG Transportation Committee representative, or the alternate in his or her absence, shall attend the Executive Committee meetings as a voting member.
- 22.8.6 The primary purpose of the Executive Committee shall be to review and recommend consent items for the agenda of the next MTS Board of Directors meeting; add or delete items as appropriate; and provide input and direction on emerging policies, plans, and issues, in advance, for Board consideration. The Executive Committee shall have the authority to create ad hoc subcommittees for purposes of carrying out its duties and responsibilities.
- 22.8.7 Three members shall constitute a quorum of the Executive Committee, and a majority vote of the members present shall be required to approve any item. In the absence of a quorum, the Chairperson may review and recommend consent items for the agenda, establish the order of items, and add or delete items.
- 22.8.8 The Executive Committee shall adopt operating procedures as are necessary for the conduct of its business.
- 22.9 Audit Oversight Committee
- 22.9.1 The Audit Oversight Committee shall be comprised of the same members that make up the Executive Committee and such other

individuals as the Board may appoint at the first MTS Board meeting each calendar year. The Board may also appoint individuals who are not members of the Board to serve as non-voting advisory members to the Audit Oversight Committee

22.9.2 No additional compensation shall be paid to the members of the Audit Oversight Committee unless a meeting takes place on a day other than a regularly scheduled MTS Board meeting or MTS Executive Committee meeting. Compensation shall be paid to any additional voting members who are appointed to serve on the Audit Oversight Committee. No compensation shall be paid to any non-voting advisory member appointed by the MTS Board.

22.9.3 The primary duties and responsibilities of the Audit Oversight Committee shall be to ensure that management is maintaining a comprehensive framework of internal control, to ensure that management's financial reporting practices are assessed objectively, and to determine to its own satisfaction that the financial statements are properly audited and that any problems uncovered in the course of the audit are properly reported and resolved.

22.9.4 The Audit Oversight Committee shall:

- a. Review the scope of the annual financial statement audit and any other audits the committee feels are appropriate. The financial statement or CAFR audit should be conducted by an external, independent, public accounting firm experienced in municipal financial audits (external auditor).
- b. Review the purpose and scope of any nonaudit services to be performed by the external auditor.
- c. Oversee the procurement of the external auditor and any related advisory services with final approval by the Board.
- d. Oversee the preparation of annual financial statements, the annual financial reporting process, internal controls, and the external auditor using an appropriate degree of professional skepticism.
- e. Assess the performance of the external auditor.
- f. Provide a forum for internal auditor(s) to report findings during committee meetings. Internal auditor(s) are MTS employee(s) who report to management and primarily perform operational and compliance audits. In unusual circumstances involving significant fraud, waste, or abuse, the internal auditors must contact the Chairperson of the Audit Oversight Committee.

- g. Establish a procedure for receipt, retention, and treatment of complaints regarding accounting, internal controls, or auditing matters.

22.9.5

The Audit Oversight Committee shall perform the following tasks each year and, to the extent possible, adhere to this timetable:

- a. Prior to the fiscal year end, review the independent audit engagement letter.
- b. Prior to the fiscal year end establish a plan for review of the audits with external auditor.
- c. In October or November, review a draft of the Comprehensive Annual Financial Report
- d. Prior to the fiscal year end, review the management letter and management's response to the letter from the previous year.

22.9.6

At a minimum, and no later than the MTS Board meeting for the CAFR final adoption, the Audit Oversight Committee shall publically ask the following questions of MTS management and/or the external auditors:

- a. What is the name of the audit firm performing the audit, and how long has such firm been under contract to perform such audits?
- b. Was the audit performed in accordance with generally accepted auditing standards and generally accepted government auditing standards? If not, why?
- c. Has the external auditor prepared an unqualified opinion regarding the financial statements? If not, what type of opinion was issued and why?
- d. Did the external auditor issue a management letter?
- e. Did the external auditor find any nonmaterial weaknesses or reportable conditions?
- f. How did the external audit firm maintain its independence during the course of the audit?
- g. Describe, in general, the audit procedures performed.
- h. Were any new accounting principles adopted? If so, what was their effect?

- i. Does the external auditor recommend any changes in the accounting policies used or their application? Did management apply the best accounting principles or merely permitted ones?
- j. Describe any significant accounting adjustments affecting the financial statements (prior year as well as current year).
- k. Did the external auditor encounter any difficulties in dealing with management in performing the audit?
- l. Were there any disagreements with management regarding any accruals, estimates, reserves, or accounting principles?
- m. Did the external auditor have the full cooperation of MTS management and staff?
- n. Assess the quality of the accounting, internal controls, and the competency of staff.
- o. Were there any accounting issues on which the audit firm sought the advice of other audit firms or regulatory bodies?
- p. Are there new pronouncements and/or risks affecting future financial statements which the Audit Oversight Committee should be aware of?

22.9.8 A majority of the members of the Audit Oversight Committee shall constitute a quorum, and a majority vote of the members present shall be required to approve any item.

22.9.9 The Audit Oversight Committee shall adopt operating procedures as are necessary for the conduct of its business.

22.10 Board Member Standards of Conduct

22.10.1 The purpose of this policy is to emphasize that each Board member occupies a position of public trust that demands the highest moral and ethical standard of conduct.

22.10.2 This policy shall be supplemental and in addition to the Conflict of Interest Code of the Board and any applicable laws or regulations (including, but not limited to, the Brown Act, Government Code section 1090 and the Political Reform Act) and is not intended to supersede any provisions thereof.

22.10.3 Board members shall not engage in any business or transaction or have a financial or other personal interest, actual, potential, or

apparent, which is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of such duties. Such business, transaction, or interest shall constitute a conflict of interest.

22.10.4

No Board member shall engage in any enterprise or activity that shall result in any of the following:

- a. Using the prestige or influence of the Board office for private gain or advantage of the member or another person.
- b. Using time, facilities, equipment, or supplies of the Board for the private gain or advantage of the member or another person.
- c. Using official information not available to the general public for private gain or advantage of the member or another person.
- d. Receiving or accepting money or other consideration from anyone other than the Board for the performance of acts done in the regular course of duty.
- e. Receiving or accepting, directly or indirectly, any gift or favor from any one doing business with the Board under circumstances from which it could reasonably be inferred that such was intended to influence such person in such person's duties or as a reward for official action.
- f. Soliciting any gift or favor in such person's official capacity, either directly or indirectly, when such solicitation might reasonably be inferred as to have a potential effect on such person's duties or decision, or when the individual's position as a Board member would in any way influence the decision of the person being solicited.
- g. Engaging in or accepting private employment or rendering services for private interest, direct or indirect, which may conflict with such person's responsibility or duty, or which, because of that person's position, may influence a decision to the benefit of the organization in which such person has an interest.

22.10.5

If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item, and the Board will make a decision regarding this agenda item during an open session meeting, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. If the Board member has a conflict, he

or she may observe, but not participate, in the decision-making process.

- 22.10.6 If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item to be discussed during a closed session meeting, the Board member shall be disqualified and not present during such discussion so as not to make, participate in making, or in any way attempt to use his or her official position to influence the discussion or decision. In such case, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. In accordance with the Brown Act, the Board member would be entitled to any information that is publicly reported. The Board member would not, however, be privy to any confidential or privileged information or communications pertaining to the closed session agenda item.
- 22.10.7 No Board member shall disclose to any person, other than members of the Board and other Board staff designated to handle such confidential matters, the content or substance of any information presented or discussed during a closed session meeting unless the Board authorizes such disclosure by the affirmative vote by a majority of the Board.
- 22.10.8 No Board member may disclose confidential or privileged information or communications to any person other than a Board member, General Counsel to the Board, or other Board staff designated to handle such matters, unless disclosure is mandated by law or the Board authorizes such disclosure by the affirmative vote of a majority of the Board.
- 22.10.9 A Board member shall not be privy to confidential or privileged information or communications concerning threatened, anticipated, or actual litigation affecting the Board where the Board member has an actual, potential, or apparent conflict of interest. In the case of uncertainty as to whether a conflict of interest exists, the Board's General Counsel shall issue a binding determination.
- 22.10.10 No Board member shall represent a position on an issue to be the Board's unless the Board has formally adopted such position at a public meeting.
- 22.10.11 Any violation of this policy shall constitute official misconduct if determined by an affirmative vote of the majority of the Board in an open and public meeting. The Board may elect to censure the Board member and the violation may be subject to criminal and/or civil penalties as provided for by applicable law.

Original Policy approved on 4/5/84.  
Policy revised on 1/12/84.

Policy revised on 7/11/85.  
Policy revised on 1/8/87.  
Policy revised on 1/11/90.  
Policy revised on 8/23/90.  
Policy revised on 1/10/91.  
Policy revised on 3/24/94.  
Policy revised on 1/14/99.  
Policy revised on 6/14/01.  
Policy revised on 1/10/02.  
Policy revised on 1/24/02.  
Policy revised on 5/8/03.  
Policy revised 2/26/04.  
Policy revised 1/12/06.  
Policy revised 3/9/06.  
Policy revised 3/23/06.  
Policy revised 6/14/07.  
Policy revised 7/19/07.  
Policy revised 2/21/08.  
Policy revised 12/11/08.  
Policy revised 2/12/15.  
Policy revised 11/10/16.  
Policy revised 11/9/2017, changes effective 1/1/2018.  
Policy revised 6/13/2019.

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

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





**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

## **Agenda Item No. 5**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Adoption of the 2024 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule

**RECOMMENDATION:**

That the MTS Board of Directors adopt the 2024 Executive Committee and Board of Directors meeting schedule (Attachment A).

Budget Impact

None.

**DISCUSSION:**

The MTS Board of Directors annually adopts its meeting schedule for the next calendar year. The meeting schedule reflects Executive Committee and Board of Directors meetings throughout the 2024 calendar year (Attachment A).

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. 2024 MTS Executive Committee and Board of Directors Meeting Schedule

**1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • [sdmts.com](http://sdmts.com)**

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





**Metropolitan  
Transit  
System**

**2024**

**BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE MEETING SCHEDULE**

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

Virtual Participation: 1(669) 444-9171; **EC** Webinar ID: 945 6218 8418; **Board** Webinar ID: 982 8803 2362

Executive Committee Meetings Thursdays at 9:00 a.m.	Board Meetings Thursdays at 9:00 a.m.
January 11	January 18
February 1	February 8
March 7	March 14 (Finance Workshop)
April 11	April 25 (Finance Workshop)
May 9	May 16 (Public Hearing)
June 13	June 20
July 11	July 18
August NO MEETING	August NO MEETING
September 5	September 12
October 10	October 17
November 7	November 14
December 12	December 19

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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.



A-1



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

## **Agenda Item No. 6**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Repeal of MTS Board Policy No. 24, "Regional Transit Service Dispute Resolution"

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors repeal MTS Board Policy No. 24, "Regional Transit Service Dispute Resolution" as of January 1, 2024 (Attachment A).

Budget Impact

None.

**DISCUSSION:**

The San Diego area transit dispute resolution process was enacted in the service area of MTS through legislation (Ch.745, Statutes of 1983). The objective then was to address the possible need to provide a means to resolve possible regional disputes between regional operators and MTS. These regional services included Chula Vista Transit and National City Transit, for example. MTS now provides the sole service in the MTS jurisdiction and the other regional transit systems are no longer operative.

In an effort to maintain and update MTS policies and statutes, MTS submitted a request through the California Senate Transportation Committee to include striking the statutes relative to the transit service dispute resolution process within the Transportation Omnibus Bill, Senate Bill (SB) 891 (Attachment B). Subsequently, the Governor approved SB 891, which will take effect as of January 1, 2024.

Therefore, staff recommends that the MTS Board of Directors repeal MTS Board Policy No. 24, "Regional Transit Service Dispute Resolution" as of January 1, 2024.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Repealed MTS Board Policy No. 24 (watermarked to show repeal)

**1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • [sdmts.com](http://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.



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619/231-1466  
FAX 619/234-3407

## Policies and Procedures No. 24

SUBJECT:

**Board Approval: 2/26/04**

REGIONAL TRANSIT SERVICE DISPUTE RESOLUTION

PURPOSE:

To establish the rules and regulations to be used by the MTS Board of Directors to resolve regional transit service disputes.

BACKGROUND:

Senate Bill (SB) 510 (1983) added Sections 120475-120479 to the Public Utilities Code summarized as follows:

- Section 120475. The Board shall coordinate the operation of all regional public transit services that operate within the area under the jurisdiction of the Board so as to achieve efficient operation thereof and shall establish procedures to resolve disputes between public transit operators and local agencies.
- Section 120476. The Board shall act in full cooperation and coordination with regional operators, local operators, and local public agencies in such matters as schedules, routes, and exchange of transfers.
- Section 120477. The Board shall resolve regional transit service disputes between local agencies and transit operators that provide services in the area pursuant to the rules and regulations adopted by the Board.

The provisions in this policy regarding private Enterprise Transit Service Disputes relate only to those services provided by MTS or those provided with federal financial assistance.

POLICY ELEMENTS:

- 24.1 Definition of Regional Transit Service. Regional service shall be generally characterized by operating speed above the system average, limited stops, and moderate service frequencies connecting different communities or cities. Annually, with MTS Board adoption of the Short-Range Transit Plan, the Board shall also adopt a current-year map of regional transit services.



- 24.2 Definition of a Regional Transit Service Dispute. A regional transit service dispute is defined to be any disagreement between parties (local agencies or operators) regarding routes on the adopted regional transit service map. Specific items that would characterize a dispute include, but are not limited to, the following: fare levels, service levels, routings, stop locations, transfer provisions, and funding.
- 24.3 Definition of Private Enterprise Transit Service. Private enterprise transit services shall consist of any bus route, local or regional, that is considered by the MTS Board pursuant to the provisions of Policy No. 31 for possible operation by private enterprise providers, whether or not that route is ultimately chosen by the Board for private enterprise bidding.
- 24.4 Definition of a Private Enterprise Transit Service Dispute. A private enterprise transit service dispute is defined to be any disagreement between public and private enterprise transit providers and/or local agencies and/or operators regarding services provided by MTS or with federal financial assistance concerning:
- a. whether or not a route should be offered for public bid.
  - b. any matter relating to the nature of such a bid or bid process.
- 24.5 Initial Step Toward Resolution. In order to trigger provisions of this Policy, a written notice of dispute shall be provided to the MTS Chief Executive Officer and all parties by one or more of the parties. In all cases of dispute, MTS staff will meet with the parties and endeavor to work out a solution satisfactory to all parties as an initial step. If the dispute is not resolved at this level, then the procedures in Policy Element 24.6 shall be followed.
- 24.6 Formation of a Mediation Panel. MTS will adhere to the following order of procedures in reviewing and resolving a dispute:
1. MTS staff will prepare an informational report for Board review summarizing the issues of the dispute. A draft of this report shall be made available to each of the affected parties for review and comment prior to transmittal to the Board. The Board shall not take any action on the matter at this first meeting, unless each party agrees, and except for direction regarding data to be assembled.
  2. After this first hearing, the Board shall appoint a three-person panel consisting of Board members. The panel will meet with the parties and attempt to mediate the dispute and have parties agree to a resolution. Panel members should not be representatives from the involved jurisdictions, unless equally represented.
  3. If mediation fails, the panel will schedule and hold a public meeting on the regional transit service dispute in the locality of the dispute and make a report of its findings of fact and its recommendations regarding the dispute to the Board.
  4. A report containing the recommendations of the panel will be transmitted

to the parties prior to MTS Board action.

- 24.7 Procedures Involving San Diego Transit. Procedures for the review and resolution of regional transit service disputes involving the San Diego Transit Corporation shall require mutual agreement by the parties to the dispute.
- 24.8 Procedures if a Party is Outside of the MTS Area. If the regional transit service dispute involves one or more local agencies not within the area governed by the Board, procedures for the review and resolution of the dispute shall require mutual agreement by the parties to the dispute.

TFL:paw/smc/jg  
POLICY.24.REG TRANSIT SVC DISPUTE RESOLUTION  
7/14/06

Original Policy approved on 1/26/84.  
Policy revised 12/10/87.  
Policy revised on 2/26/04.  
Policy repealed on 1/1/2024.

REPEALED

**Senate Bill No. 891**

CHAPTER 219

An act to amend Section 132351.4 of, and to repeal Article 10 (commencing with Section 120475) of Chapter 4 of Division 11 of, the Public Utilities Code, to amend Section 149.5 of the Streets and Highways Code, and to amend Sections 560 and 27903 of, to add Sections 27470 and 34500.7 to, to repeal Section 34005 of, and to repeal and add Section 34003 of, the Vehicle Code, relating to transportation.

[Approved by Governor September 22, 2023. Filed with  
Secretary of State September 22, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 891, Committee on Transportation. Transportation: omnibus bill.

(1) The Mills-Deddeh Transit Development Act establishes the San Diego Metropolitan Transit Development Board, also known as the San Diego Metropolitan Transit System (MTS), with specified powers and duties related to the operation of public transit services in a portion of the County of San Diego. Existing law requires MTS to coordinate the operation of all regional public transportation services in the area under its jurisdiction and to establish and adopt regulations to resolve disputes between public transit operators and local agencies.

This bill would repeal the requirement for MTS to coordinate the operation of all regional public transportation services in the area under its jurisdiction and to establish and adopt regulations for the dispute resolution process.

(2) The San Diego Regional Transportation Consolidation Act creates the consolidated agency, commonly known as the San Diego Association of Governments (SANDAG), through the consolidation of certain regional transportation planning, programming, and related functions in the County of San Diego from various agencies including MTS. Existing law provides for SANDAG to have 5 standing policy advisory committees including the transportation committee. Existing law requires SANDAG to submit a report to the Legislature on or before July 1 of each year, developed by its transportation committee, that outlines various matters related to public transit.

This bill would change the deadline for this annual report to December 31.

(3) Existing law authorizes the Sunol Smart Carpool Lane Joint Powers Authority, consisting of the Alameda County Transportation Commission and the Santa Clara Valley Transportation Authority, to conduct, administer, and operate a value pricing high-occupancy vehicle program, on the Sunol Grade segment of State Highway Route 680 in the Counties of Alameda

and Santa Clara, that may authorize the entry and use of high-occupancy vehicle lanes by single-occupant vehicles for a fee.

This bill would instead authorize the Sunol Smart Carpool Lane Joint Powers Authority or the Alameda County Transportation Commission to conduct, administer, and operate the program in the County of Alameda and the Sunol Smart Carpool Lane Joint Powers Authority or the Santa Clara Valley Transportation Authority to conduct, administer, and operate the program in the County of Santa Clara.

(4) Existing law specifies standards and requirements for the equipment of motor vehicles, including tires. Existing law requires a vehicle transporting specified hazardous materials to display placards and markings pursuant to federal regulations, but subject to state regulations on radioactive material cargo. Existing law exempts a trap wagon or spray rig that is empty or transporting not more than 1,000 gallons of flammable liquids or combustible liquids from statutes regulating the transport of those liquids. Under existing law, it is an infraction for a person to violate, or fail to comply with, a provision of the Vehicle Code, unless otherwise specified.

This bill would generally require motor carriers, drivers, and vehicles to comply with the Federal Motor Carrier Safety Regulations, subject to department regulations. The bill would require nonpneumatic tires to comply with federal safety standards, and would authorize the department to adopt regulations relating to standards for nonpneumatic tires. The bill would conform placard and marking requirements for a vehicle transporting specified hazardous materials to federal requirements. The bill would delete the exemption from statutes regulating the transport of flammable liquids or combustible liquids for a trap wagon or spray rig that is empty or transporting not more than 1,000 gallons of those liquids. Because a violation of these provisions would be a crime, the bill would impose a state-mandated local program. The bill would also conform related definitions to those used in federal regulations.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

*The people of the State of California do enact as follows:*

SECTION 1. Article 10 (commencing with Section 120475) of Chapter 4 of Division 11 of the Public Utilities Code is repealed.

SEC. 2. Section 132351.4 of the Public Utilities Code is amended to read:

132351.4. (a) The consolidated agency shall have five standing policy advisory committees named the executive, transportation, regional planning, borders, and audit committees. The responsibilities of the committees shall be established by the board. Committee membership may be expanded by



the consolidated agency, and shall be selected in accordance with a process established by the consolidated agency. The membership shall be as follows:

(1) The executive committee shall consist of six voting members with board members representing east county, north county coastal, north county inland, south county, and the representative, or the representative's alternate in their absence, from the City of San Diego and the county. The chairperson and the vice chairperson of the consolidated agency shall each be one of the six voting members.

(2) (A) The transportation committee shall consist of 10 voting members with board members or alternates representing east county, north county coastal, north county inland, south county and the mayor or a council member from the City of San Diego, a supervisor from the County of San Diego, a member of the board of the MTDB appointed by the board of the MTDB, a member of the board of the NCTD appointed by the board of the NCTD, a member of the governing board of the San Diego Unified Port District appointed by the board of the port, and a member of the San Diego County Regional Airport Authority appointed by the airport authority.

(B) Among its transportation responsibilities, the transportation committee shall provide a strong focus and commitment to meeting the public transit needs of the San Diego region, set transit funding criteria and recommend transit funding levels, and undertake transit responsibilities resulting from consolidation, as delegated by the board.

(C) The board shall provide a report, developed by the transportation committee, to the Legislature on or before December 31 of each year that outlines the public transit needs, transit funding criteria, recommended transit funding levels, and additional work on public transit, as delegated to the transportation committee by the board. The report shall specify the funds spent explicitly on public transportation. The report shall be submitted consistent with Section 9795 of the Government Code.

(3) The regional planning committee shall consist of six voting members with board members or alternates representing east county, north county coastal, north county inland, south county, and the mayor or a council member from the City of San Diego, and a supervisor from the County of San Diego.

(4) The borders committee shall consist of seven voting members with board members or alternates representing east county, north county coastal, north county inland, south county, the mayor or a council member from the City of San Diego, a supervisor from the County of San Diego, and a mayor, council member, or supervisor from the County of Imperial.

(5) The audit committee shall consist of five voting members with two board members and three members of the public to be appointed by the board. The audit committee shall recommend to the board the contract of the firm conducting the annual financial statement audits and the hiring of the independent performance auditor and approve the annual audit plan after discussion with the independent performance auditor pursuant to subdivision (b) of Section 132354.1.

(b) The board may appoint other standing and ad hoc working groups to advise it in carrying out its responsibilities.

(c) No board member may serve as a member of more than two standing policy advisory committees at any one time, except those board members serving on the audit committee.

SEC. 3. Section 149.5 of the Streets and Highways Code is amended to read:

149.5. (a) (1) (A) Notwithstanding Sections 149 and 30800 of this code, and Section 21655.5 of the Vehicle Code, the Sunol Smart Carpool Lane Joint Powers Authority (SSCLJPA) or the Alameda County Transportation Commission may conduct, administer, and operate a value pricing high-occupancy vehicle program on the Sunol Grade segment of State Highway Route 680 (Interstate 680) in the County of Alameda and the Alameda County Transportation Commission may conduct, administer, and operate a program on a corridor within the County of Alameda for a maximum of two transportation corridors in the County of Alameda pursuant to this section in coordination with the Metropolitan Transportation Commission and consistent with Section 21655.6 of the Vehicle Code.

(B) Notwithstanding Sections 149 and 30800 of this code, and Section 21655.5 of the Vehicle Code, the SSCLJPA or the Santa Clara Valley Transportation Authority may conduct, administer, and operate a value pricing high-occupancy vehicle program on the Sunol Grade segment of State Highway Route 680 (Interstate 680) in the County of Santa Clara pursuant to this section.

(2) The program, under the circumstances described in subdivision (b), may direct and authorize the entry and use of the high-occupancy vehicle lanes in the corridors identified in paragraph (1) by single-occupant vehicles for a fee. The fee structure for each corridor shall be established from time to time by the administering agency. A high-occupancy vehicle lane may only be operated as a high-occupancy toll (HOT) lane during the hours that the lane is otherwise restricted to use by high-occupancy vehicles.

(3) The administering agency for each corridor shall enter into a cooperative agreement with the Bay Area Toll Authority to operate and manage the electronic toll collection system.

(b) Implementation of the program shall ensure that Level of Service C, as measured by the most recent issue of the Highway Capacity Manual, as adopted by the Transportation Research Board, is maintained at all times in the high-occupancy vehicle lanes, except that, subject to a written agreement between the department and the administering agency that is based on operating conditions of the high-occupancy vehicle lanes, Level of Service D shall be permitted on the high-occupancy vehicle lanes. If Level of Service D is permitted, the department and the administering agency shall evaluate the impacts of these levels of service on the high-occupancy vehicle lanes, and indicate any effects on the mixed-flow lanes. Continuance of Level of Service D operating conditions shall be subject to the written agreement between the department and the administering agency. Unrestricted access to the lanes by high-occupancy vehicles shall be available

at all times, except that the program may require a high-occupancy vehicle to have an electronic transponder or other electronic device for law enforcement purposes. At least annually, the department shall audit the level of service during peak traffic hours and report the results of that audit at meetings of the administering agency.

(c) Single-occupant vehicles that are certified or authorized by the administering agency for entry into, and use of, the high-occupancy vehicle lanes identified in paragraph (1) of subdivision (a) are exempt from Section 21655.5 of the Vehicle Code, and the driver shall not be in violation of the Vehicle Code because of that entry and use.

(d) The administering agency shall carry out the program in cooperation with the department pursuant to a cooperative agreement that addresses all matters related to design, construction, maintenance, and operation of state highway system facilities in connection with the value pricing high-occupancy vehicle program. With the assistance of the department, the administering agency shall establish appropriate traffic flow guidelines for the purpose of ensuring optimal use of the high-occupancy toll lanes by high-occupancy vehicles without adversely affecting other traffic on the state highway system.

(e) (1) Agreements between the administering agency, the department, and the Department of the California Highway Patrol shall identify the respective obligations and liabilities of those entities and assign them responsibilities relating to the program. The agreements entered into pursuant to this section shall be consistent with agreements between the department and the United States Department of Transportation relating to programs of this nature. The agreements shall include clear and concise procedures for enforcement by the Department of the California Highway Patrol of laws prohibiting the unauthorized use of the high-occupancy vehicle lanes, which may include the use of video enforcement. The agreements shall provide for reimbursement of state agencies, from revenues generated by the program, or other funding sources that are not otherwise available to state agencies for transportation-related projects, for costs incurred in connection with the implementation or operation of the program.

(2) The revenue generated from the program shall be available to the administering agency for the direct expenses related to the operation (including collection and enforcement), maintenance, construction, and administration of the program. Administrative expenses shall not exceed 3 percent of the revenues.

(3) All net revenue generated by the program that remains after payment of direct expenses pursuant to paragraph (2) shall be allocated pursuant to an expenditure plan adopted biennially by the administering agency for transportation purposes within the program area. The expenditure plan may include funding for the following:

(A) The construction of high-occupancy vehicle facilities, including the design, preconstruction, construction, and other related costs of the northbound Interstate 680 Sunol Smart Carpool Lane project.

(B) Transit capital and operations that directly serve the authorized corridors.

(f) (1) The administering agency may issue bonds, refunding bonds, or bond anticipation notes, at any time to finance construction and construction-related expenditures of programs adopted pursuant to subdivision (a) and construction and construction-related expenditures that are included in the expenditure plan adopted pursuant to paragraph (3) of subdivision (e), payable solely from the revenues generated from the respective programs.

(2) The maximum bonded indebtedness that may be outstanding at any one time shall be an amount equal to the sum of the principal of, and interest on, the bonds, but not to exceed the estimated revenues generated from the respective programs.

(3) Bonds shall be issued pursuant to a resolution adopted by a two-thirds vote of the governing board of the administering agency. The resolution shall state all of the following:

(A) The purposes for which the proposed debt is to be incurred.

(B) The estimated cost of accomplishing those purposes.

(C) The amount of the principal of the indebtedness.

(D) The maximum term the bonds proposed to be issued shall run before maturity.

(E) The maximum rate of interest to be paid, which shall not exceed the maximum allowable by law.

(F) The denomination or denominations of the bonds, which shall not be less than five thousand dollars (\$5,000).

(G) The form of the bonds, including, without limitation, registered bonds and coupon bonds, to the extent permitted by federal law, the registration, conversion, and exchange privileges, if any pertaining thereto, and the time when all of, or any part of, the principal becomes due and payable.

(H) Any other matters authorized by law.

(4) The bonds shall bear interest at a rate or rates not exceeding the maximum allowable by law, payable at intervals determined by the administering agency.

(5) The full amount of bonds may be divided into two or more series and different dates of payment fixed for the bonds of each series. A bond shall not be required to mature on its anniversary date.

(6) Any bond issued pursuant to this subdivision shall contain on its face a statement to the following effect:

“Neither the full faith and credit nor the taxing power of the State of California is pledged to the payment of principal of, or the interest on, this bond.”

(g) Not later than three years after the administering agency first collects revenues from the program authorized by this section, the administering agency shall submit a report to the Legislature on its findings, conclusions, and recommendations concerning the demonstration program authorized by this section. The report shall include an analysis of the effect of the HOT lanes on the adjacent mixed-flow lanes and any comments submitted by the

department and the Department of the California Highway Patrol regarding operation of the lane.

SEC. 4. Section 560 of the Vehicle Code is amended to read:

560. A “solid tire” is a tire of rubber or other resilient material which does not depend upon compressed air for the support of the load. A nonpneumatic tire, as defined in Section 571.129 of Title 49 of the Code of Federal Regulations, is not a “solid tire” for purposes of complying with Division 12.

SEC. 5. Section 27470 is added to the Vehicle Code, to read:

27470. (a) A nonpneumatic tire shall comply with the standards contained in Part 571 of Title 49 of the Code of Federal Regulations.

(b) A nonpneumatic tire shall be considered a pneumatic tire for purposes of Sections 27454, 27459, 27459.5, 27460, 27460.5, 27461, 27465, and 27502.

(c) The department may adopt regulations relating to standards for nonpneumatic tires for a vehicle type as it determines necessary to provide for public safety.

(1) A person shall not install or use on a highway a nonpneumatic tire that is not in conformance with the regulations adopted pursuant to this subdivision.

(2) In adopting regulations, the department shall consider Part 571 of Title 49 of the Code of Federal Regulations and guidance issued by the National Highway Traffic Safety Administration.

(d) For purposes of this section, “nonpneumatic tire” has the same meaning as defined in Section 571.129 of Title 49 of the Code of Federal Regulations.

SEC. 6. Section 27903 of the Vehicle Code is amended to read:

27903. (a) A vehicle transporting an explosive, blasting agent, flammable liquid, flammable solid, oxidizing material, corrosive, compressed gas, poison, radioactive material, or other hazardous materials, of the type and in quantities that require the display of placards or markings on the vehicle exterior by the United States Department of Transportation pursuant to Parts 172, 173, and 177 of Title 49 of the Code of Federal Regulations shall display those placards and markings in the manner and under conditions prescribed by those regulations.

(b) Notwithstanding subdivision (a), a vehicle shall not display hazardous materials placards or markings unless permitted or required by Subparts D and F of Part 172 of Title 49 of the Code of Federal Regulations.

(c) This section does not apply to any of the following:

(1) A vehicle transporting not more than 20 pounds of smokeless powder or not more than five pounds of black sporting powder or any combination thereof.

(2) The operation of a vehicle excepted by subdivision (b) of Section 34501.

SEC. 7. Section 34003 of the Vehicle Code is repealed.

SEC. 8. Section 34003 is added to the Vehicle Code, to read:

34003. For purposes of this division:

(a) “Cargo tank” has the same meaning as defined in Section 171.8 of Title 49 of the Code of Federal Regulations.

(b) “Cargo tank vehicle” means a truck, trailer, or semitrailer with one or more permanently attached cargo tanks to or forming an integral part of the vehicle.

(c) “Flammable liquids” and “combustible liquids” have the same meanings as defined in Section 173.120 of Title 49 of the Code of Federal Regulations.

SEC. 9. Section 34005 of the Vehicle Code is repealed.

SEC. 10. Section 34500.7 is added to the Vehicle Code, to read:

34500.7. (a) Subject to Section 34500, motor carriers, drivers, and vehicles shall comply with the Federal Motor Carrier Safety Regulations in Parts 385, 392, 393, 396, and 397 of Title 49 of the Code of Federal Regulations.

(b) Notwithstanding subdivision (a), Daily Vehicle Inspection Reports are required for intrastate drivers and motor carriers pursuant to Section 1215 of Title 13 of the California Code of Regulations.

SEC. 11. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

## **Agenda Item No. 7**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Quarter Ending September 30, 2023 – Investment Report

**INFORMATIONAL ONLY**

Budget Impact

None.

**DISCUSSION:**

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of September 30, 2023. The combined total of all investments has increased quarter to quarter from \$260.3M to \$278.8M. This \$18.5M increase is attributable to \$66.0M in Federal Transit Administration (FTA) preventative maintenance, \$14.4M in American Rescue Plan Act (ARPA) of 2021 revenue, partially offset by \$56.9M in capital expenditures, as well as normal timing differences between other payments and receipts.

The first column provides details about investments restricted for Capital Improvement Projects (CIP) and PRONTO Stored Value.

The second column, unrestricted investments, reports the working capital for MTS operations allowing payments for employee payroll and vendors' goods and services.

MTS remains in compliance with MTS Board Policy No. 30 "Investment Policy" and is able to meet expenditure requirements for a minimum of the next six months as required.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Investment Report for the Quarter Ending September 30, 2023

**1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • [sdmts.com](http://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.



**San Diego Metropolitan Transit System  
Investment Report  
September 30, 2023**

<u>Institution / Issuer</u>	<u>Function</u>	<u>Investment Type</u>	<u>Restricted</u>	<u>Unrestricted</u>	<u>Total</u>	<u>Avg. Rate of Return</u>	<u>Benchmark</u>
J.P. Morgan Chase	Operating Funds	Depository Bank	-	30,535,586	30,535,586	2.67%	* 0.620% WSJ Money Market
U.S. Bank - Retention Trust Account	Restricted for Capital Support	Depository Bank	5,494,527	-	5,494,527	N/A	** -
Local Agency Investment Fund (LAIF)	Restricted (Stored Value)	Investment Pool	6,805,108	-	6,805,108	3.534%	4.421% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	State Grant Funds	Investment Pool	19,828,698	-	19,828,698	3.390%	4.421% S&P US T-Bill 0-3 Mth Index
<b>Subtotal: Restricted for Capital Support / Stored Value</b>			<b>32,128,332</b>	<b>-</b>	<b>32,128,332</b>		
Local Agency Investment Fund (LAIF)	Investment of Surplus Funds	Investment Pool	-	55,048,956	55,048,956	3.534%	4.421% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	Investment of Surplus Funds	Investment Pool	-	161,046,023	161,046,023	3.390%	4.421% S&P US T-Bill 0-3 Mth Index
<b>Subtotal: Investment Surplus Funds</b>			<b>-</b>	<b>216,094,979</b>	<b>216,094,979</b>		
<b>Grand Total Cash and Investments</b>			<b>\$ 32,128,332</b>	<b>\$ 246,630,565</b>	<b>\$ 278,758,897</b>		

\*-The 2.67% is an annual percentage yield on the average daily balance that exceeds \$3 million

\*\* - Per trust agreements, interest earned on retention account is allocated to trust beneficiary (contractor)





**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

**Agenda Item No. 8**

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

November 9, 2023

**SUBJECT:**

Pay Phone Services – Contract Award

**AGENDA ITEM WILL  
BE PROVIDED  
BEFORE BOARD  
MEETING**

**1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • [sdmts.com](http://sdmts.com)**

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





**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

## **Agenda Item No. 9**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Bus Operator and Supervisor Uniforms – 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. B0756.0-23 (in substantially the same format as Attachment A), with Bordova Innovations Inc., for the purchase of bus operator and supervisor uniforms, for five (5) years effective January 1, 2024 through December 31, 2028, in the amount of \$2,612,786.76.

**Budget Impact**

The total contract cost of these materials is estimated to be \$2,612,786.76 (\$2,424,860.10 + \$187,926.66 sales tax) (Attachment C). The contract will be funded by Bus Transportation Operations Budget account 213014–571280.

**DISCUSSION:**

MTS Bus operators and supervisors are provided with a selection of articles of clothing for purchase with a company-provided allowance each year. All new bus operators are provided with a set of uniforms at no cost. In addition, there are special orders throughout the year for special awards and other ongoing campaigns. The Contractor will provide all of these articles of clothing including alterations, patches and embroidery.

On July 24, 2023, MTS issued an Invitation for Bids (IFB) for bus operator and supervisor uniforms. Per MTS Board Policy No. 52, "Procurement of Goods and Services", for purposes of determining lowest price, the amount of sales tax is excluded from the total amount of the bid. A total of four (4) bids were received by the due date of September 12, 2023 as shown below:



<b>Bus Operator Uniforms IFB</b>		
<b>Company Name</b>	<b>Firm Certification</b>	<b>Bid Amount</b>
MTS Independent Cost Estimate (ICE)		\$2,739,652.29
<b>Bordova Innovations, Inc.</b>	<b>N/A</b>	<b>\$2,424,860.10</b>
Sinatra Uniforms, Inc.	N/A	\$2,521,453.65
ACE Uniforms	N/A	\$2,585,018.96
Galls, LLC	N/A	\$3,461,560.04

Based on the bid summary above, and in comparison, with the ICE, MTS deems Bordova Innovations Inc.'s price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0756.0-23 (in substantially the same format as Attachment A), with Bordova Innovations Inc., for the purchase of bus operator and supervisor uniforms, for five (5) years effective January 1, 2024 through December 31, 2028, in the amount of \$2,612,786.76.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. B0756.0-23  
B. Scope of Work  
C. Bid Pricing



# Metropolitan Transit System

## STANDARD AGREEMENT FOR MTS DOC. NO. B0756.0-23

### BUS OPERATOR AND SUPERVISOR UNIFORMS

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2024 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: Bordova Innovations, Inc. Address: 915 Elizabeth Avenue

Linden NJ 07036  
City State Zip

Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.)  
Telephone: 718-480-0290

Email: [dov@bordovabrand.com](mailto:dov@bordovabrand.com)

Authorized person to sign contracts Dov Appel CEO  
Name Title

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

The contract term is for five (5) years effective January 1, 2024 through December 31, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$2,612,786.76 without the express written consent of MTS.

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



# SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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## 4.1. OVERVIEW

The San Diego Metropolitan Transit System (MTS) is soliciting bids from qualified firms to supply bus operator and supervisor uniforms for its in-house bus operations.

MTS Bus directly operates 27 fixed-routes in Southern San Diego County with a fleet of 265 buses. The Contractor will provide initial and replacement uniform articles for approximately 540 bus operators to ensure a uniform and professional image. The Contractor will provide everything necessary including but not limited to long sleeve shirts, short sleeve shirts, polo shirts, microfiber pants, heavier pants, cotton pants, shorts, jackets, sweaters, vests, hats, beanies, and belts as required herein, in accordance with schedules established in this IFB.

Should MTS need to add new uniform articles to the agreement, MTS will provide the description and quantities to the Contractor for a quote. MTS will then review the quote for price fair and reasonableness. If approved, MTS will notify the Contractor and an amendment to the agreement will be issued and executed by both parties. MTS reserves the right to get quotes from other firms for the new uniform articles should it determine that the Contractor's quote is not fair and reasonable.

## 4.2. SCHEDULE

This contract is for five (5) years effective January 1, 2024 through December 31, 2028.

## 4.3. MINIMUM TECHNICAL SPECIFICATIONS

A. MTS has provided the Bid Form (Attachment A) with the complete list of items and quantities. The quantities provided are estimates based on historical usage and are used for bidding purposes only. Actual usage may be more or less than indicated.

B. The Contractor will provide bus operator and supervisor uniforms to MTS Bus Operations' two (2) divisions below:

Imperial Avenue Division (IAD)  
100 16<sup>th</sup> Street  
San Diego, CA 92101

Kearny Mesa Division (KMD)  
4630 Ruffner Street  
San Diego, CA 92111

C. The Contractor must be able to fulfill the following:

- i. Uniform needs of up to 540 bus operators (MTS is currently employing 470 operators with a goal to increase to 540).
- ii. Uniform needs of approximately 30 supervisors.
- iii. Once annually in/around July, Contractor shall provide Safe Driver Award event shirts, patches and hats.
- iv. Generate individual operator orders on the invoices for billing purposes. Upon award, the Contractor shall work with MTS on developing a customized order form that will list all available items and sales tax. All orders must be individually invoiced and individually packaged even if multiple orders are combined for shipping purposes.

- v. MTS Procurement staff, MTS Bus Division Managers and the Transportation Administrator Admin Assistant will be the only personnel authorized by MTS to order bus operator employee uniforms under this contract.

D. MTS uniform purchase requirements shall consist of the following components below:

- i. The initial provision of five (5) shirts, three (3) pants, and one (1) jacket for approximately 120 new hires per year.
- ii. Replacement allowance for employees occurs January 1<sup>st</sup> of each year as follows:
  - a) \$250 per full-time employee (approximately 540 operators).
  - b) \$125 per part-time employee.

E. MTS anticipates that 80% of its 540 bus operators will qualify for the annual replacement allowance.

F. MTS is estimating bid quantities for 300 male and 200 female bus operators although this should not be considered as a minimum order level.

G. The Contractor shall provide a complete fit line (male and female) at each MTS division at no additional cost to MTS for sizing purposes. MTS has provided approximate sizing requests in the Bid Form.

H. The Contractor shall hem and alter the article of clothing, as necessary, based on the employee's order. All orders will be subject to an initial acceptance period of 30 days where the Contractor shall make any necessary alterations or supply a replacement for any article that doesn't fit properly. After 30 days, any alterations or replacements shall be the responsibility of the MTS bus operator.

#### **4.4. BRAND NAMES, REQUEST FOR APPROVED EQUALS (RFA) AND DISCONTINUED ITEMS**

Section 3.12 contains information on Brand Names.

Section 3.25 shows the RFA information, and Section 8 of the Forms is the RFA Form. Bidders interested in submitting any RFAs should submit complete documentation in support of any requests for MTS review and response, and **must** be submitted by the deadline provided in the calendar of events. Any RFAs submitted with the bid package at bid opening will not be accepted.

During the contract term, in all cases, materials used must be furnished as specified in these specifications. If a product line is discontinued, the Contractor shall work with MTS to identify a viable exchange item. MTS will be the final approver of the exchange.

#### **4.5. PACKAGING AND DELIVERY**

Contractor shall ship/deliver the ordered items in **individual packages** with a label bearing the operator's name, to the location specified by MTS.

Deliveries must be made between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, to the IAD location at: 100 16<sup>th</sup> Street, San Diego, CA 92101.

Accuracy and timeliness of deliverables is an important requirement under this contract and are part of Contractor's overall performance. Late deliveries may impact operations. Lead time for

delivery shall be within forty five (45) calendar days from the order date. Contractor shall stock up the items to avoid late deliveries.

**4.6. BID PRICING (ALL-INCLUSIVE COSTS)**

Bidders shall submit pricing using the Bid Form provided as Attachment 1.

Pricing shall be all-inclusive, including but not limited to all labor costs, sewing patches, packaging and shipping/delivery to the MTS IAD location. **MTS will not pay additional costs so Bidders should bid accordingly.** (Note: Pricing should **not** include California sales tax. MTS will add tax at PO issuance.)

Pricing must include all costs associated with the sewing necessary in matching red thread to attach one fabric patch onto the right shoulder area of all non-polo shirts. Patch size is approximately 4¼" x 3".

Please note that the polo shirts require the sewing of red thread to attach one 4¼" x 3" MTS fabric patch onto the right shoulder and one ATU Local 1309 Union fabric patch not to exceed the dimensions of 4 ¼" x 4 ¼" on the left shoulder area.

In addition to patch applications, MTS requires that all polos, cardigans and vests have the MTS logo and "Bus Operator" embroidered above the left breast area in red thread.

**All patches will be supplied by Contractor.**

**4.7. ALTERATIONS PERIOD**

The Contractor shall hem and alter the article of clothing, as necessary, based on the employee's order. All orders will be subject to an initial acceptance period of 30 days where the Contractor shall make any necessary alterations or supply a replacement for any article that doesn't fit properly. After 30 days, any alterations or replacements shall be the responsibility of the MTS bus operator.

Any items found defective upon delivery shall be sent back to the Contractor for replacement at no cost to MTS.

**4.8. SPECIFIC RESPONSIBILITIES**

Responsibilities of Contractor:

- A. Maintain written and verbal communications with MTS relating to the status of the contract.
- B. Assist MTS staff in developing improvements to the products and/or services contracted.
- C. Respond promptly and precisely to MTS staff needs and requests for information within two (2) business days.
- D. Quality and on time delivery shall be a priority on all orders.

Responsibilities of MTS:

- A. Establish operating requirements for the Contractor, including any amendments or supplemental agreements to the contract.
- B. Administer and monitor the contract, ensuring Contractor's compliance with the specifications and the contract terms.

- C. Audit all of the Proposer's records, including but not limited to, cost, operational performance, and compliance with contractual requirements.
- D. Process Contractor invoice(s) upon acceptance by MTS for products and/or services delivered.

**4.9. [NOT APPLICABLE] BUY AMERICA**

**4.1.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS**

**4.1.2. [NOT APPLICABLE] MANUFACTURED PRODUCT**

**4.1.3. [NOT APPLICABLE] ROLLING STOCK**

**4.1.4. [NOT APPLICABLE] IRON OR STEEL**

**4.10. INVOICES**

Invoices must be sent to the MTS Accounting Department, via email, at [ap@sdmts.com](mailto: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.

**4.11. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)**

**4.12. [NOT APPLICABLE] WARRANTY**

**4.13. [NOT APPLICABLE] REPLACEMENT PARTS**

**4.14. DELIVERY AND ACCEPTANCE**

Equipment or any deliverable provided under this contract shall be delivered F.O.B to the addresses shown in the Scope of Work, unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

Contractor shall indicate delivery date on the Bid Form unless already specified, in which case, shall be made within the time set forth. Delivery is part of the consideration and must be adhered to as specified.

Contractor will not be held liable for failure to make delivery because of strikes, construction of property, governmental regulations, acts of God or any other causes beyond his control, provided a written extension of time is obtained from MTS.

Upon delivery, MTS will acknowledge receipt of said items or products. Delivery shall not constitute acceptance. Upon inspection and testing (if necessary) by MTS, a determination will be made whether said items or products are in conformance with contract requirements. If found in conformance, MTS shall approve the Contractor's invoice for payment; thereby constituting acceptance. Payment terms begin from this point. If the delivered items or products are found not



in compliance, MTS will immediately notify the Contractor, and furnish all details of deficiencies. Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS), and resubmit for inspection and testing (if necessary).

**4.15. [NOT APPLICABLE] LIQUIDATED DAMAGES**

**4.16. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK**

- Enclosures:
- Attachment A – Patches
  - Attachment B – Arons Belt Specifications
  - Attachment C – Visor and Cap
  - Attachment D – Safe Driver Patches
  - Attachment E – Safe Driver Hat

DRAFT

**ATTACHMENT A**

**PATCHES**



**ATTACHMENT B**

## ARONS MANUFACTURING CO.

### Belt Specifications

#### 1. Materials

1. 7 to 8 oz. leather
2. Grade A (TR or 1)

#### 2. Description

- A. Finish: Drum Die Black Struck through.
- B. Width: (as per your instructions).
- C. Creasing: Throughout length with smooth crease (or embossing where appropriate).
- D. Holes:
  1. Quantity: 7 each.
  2. Type: 3/16" Circular.
  3. Placement: First Hole 3" from Point End.
  4. Spacing 3/4" or 1" (based on Specs).
- E. Edges: Beveled and polished and finished with edge stain.
- F. Back flap: Finished.
- G. Loop: 1/2" wide, finished.
- H. Buckle and Loop: Attached with Snaps (unless specified by Customer).

#### 3. Findings

- A. Buckle:
  1. Style: Approved by Customer.
  2. Finish: Nickle or Brass plated.
- B. Fastener: Black Snaps.
- C. Labels: Permanent, Stamped on back side of belt.  
Includes the following information:
  1. Waist Size.
  2. Style Number.
  3. Manufactures Name (or yours).
  4. Made is USA.

**ATTACHMENT C**

**VISOR**



**CAP**



**ATTACHMENT D**

**SAFE DRIVER PATCHES**



Red with white embroidery



Silver with black embroidery



Gold with white embroidery

**ATTACHMENT E**  
**SAFE DRIVER HAT**



**Safe Driver 3-D puffy logo hat**

**ADDENDUM NO. 3** BORDOVA  
**ATTACHMENT 1**  
**BUS OPERATOR AND SUPERVISOR UNIFORMS**  
**B0756.0-23**

		Year 1		Year 2		Year 3		Year 4		Year 5	
<b>SHIRTS</b>											
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirts, Long Sleeve Oxford, Light Blue (A+ 8006), "Welcome Aboard" patch on right arm	XSmall	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
2		Small	30	\$ 22.98	\$ 689.40	\$ 22.98	\$ 689.40	\$ 22.98	\$ 689.40	\$ 22.98	\$ 689.40
3		Medium	40	\$ 22.98	\$ 919.20	\$ 22.98	\$ 919.20	\$ 22.98	\$ 919.20	\$ 22.98	\$ 919.20
4		Large	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
5		XLarge	60	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80
6		2XL - 3XL	54	\$ 23.98	\$ 1,294.92	\$ 23.98	\$ 1,294.92	\$ 23.98	\$ 1,294.92	\$ 23.98	\$ 1,294.92
7		4XL - 5XL	10	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80
<b>Subtotal :</b>				<b>\$ 5,900.92</b>	<b>\$ 5,900.92</b>	<b>\$ 5,900.92</b>	<b>\$ 5,900.92</b>	<b>\$ 5,900.92</b>	<b>\$ 5,900.92</b>	<b>\$ 5,900.92</b>	<b>\$ 5,900.92</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirts, Long Sleeve Oxford, Light Blue (Edwards Style No. 1262-01), "Welcome Aboard" patch on right arm	Small	75	\$ 26.00	\$ 1,950.00	\$ 26.00	\$ 1,950.00	\$ 26.00	\$ 1,950.00	\$ 26.00	\$ 1,950.00
2		Medium	100	\$ 26.00	\$ 2,600.00	\$ 26.00	\$ 2,600.00	\$ 26.00	\$ 2,600.00	\$ 26.00	\$ 2,600.00
3		Large	125	\$ 26.00	\$ 3,250.00	\$ 26.00	\$ 3,250.00	\$ 26.00	\$ 3,250.00	\$ 26.00	\$ 3,250.00
4		XLarge	150	\$ 26.00	\$ 3,900.00	\$ 26.00	\$ 3,900.00	\$ 26.00	\$ 3,900.00	\$ 26.00	\$ 3,900.00
5		2XL - 3XL	135	\$ 27.56	\$ 3,720.60	\$ 27.56	\$ 3,720.60	\$ 27.56	\$ 3,720.60	\$ 27.56	\$ 3,720.60
6		Tall-L	75	\$ 31.29	\$ 2,346.75	\$ 31.29	\$ 2,346.75	\$ 31.29	\$ 2,346.75	\$ 31.29	\$ 2,346.75
7		Tall-XL	100	\$ 31.29	\$ 3,129.00	\$ 31.29	\$ 3,129.00	\$ 31.29	\$ 3,129.00	\$ 31.29	\$ 3,129.00
8		Tall-2XL	85	\$ 33.29	\$ 2,829.65	\$ 33.29	\$ 2,829.65	\$ 33.29	\$ 2,829.65	\$ 33.29	\$ 2,829.65
9		Tall-3XL	50	\$ 33.29	\$ 1,664.50	\$ 33.29	\$ 1,664.50	\$ 33.29	\$ 1,664.50	\$ 33.29	\$ 1,664.50
10		Tall-4XL	30	\$ 35.29	\$ 1,058.70	\$ 35.29	\$ 1,058.70	\$ 35.29	\$ 1,058.70	\$ 35.29	\$ 1,058.70
11		Tall-5XL	25	\$ 35.29	\$ 882.25	\$ 35.29	\$ 882.25	\$ 35.29	\$ 882.25	\$ 35.29	\$ 882.25
12		Tall-6XL	25	\$ 37.29	\$ 932.25	\$ 37.29	\$ 932.25	\$ 37.29	\$ 932.25	\$ 37.29	\$ 932.25
<b>Subtotal :</b>				<b>\$ 28,263.70</b>	<b>\$ 28,263.70</b>	<b>\$ 28,263.70</b>	<b>\$ 28,263.70</b>	<b>\$ 28,263.70</b>	<b>\$ 28,263.70</b>	<b>\$ 28,263.70</b>	<b>\$ 28,263.70</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Dress Shirts, Long Sleeve Oxford, Light Blue (A+ 8006), "Welcome Aboard" patch on right arm	XSmall	20	\$ 23.18	\$ 463.60	\$ 23.18	\$ 463.60	\$ 23.18	\$ 463.60	\$ 23.18	\$ 463.60
2		Small	30	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40
3		Medium	40	\$ 23.18	\$ 927.20	\$ 23.18	\$ 927.20	\$ 23.18	\$ 927.20	\$ 23.18	\$ 927.20
4		Large	50	\$ 23.18	\$ 1,159.00	\$ 23.18	\$ 1,159.00	\$ 23.18	\$ 1,159.00	\$ 23.18	\$ 1,159.00
5		XLarge	60	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80
6		2XL	40	\$ 25.18	\$ 1,007.20	\$ 25.18	\$ 1,007.20	\$ 25.18	\$ 1,007.20	\$ 25.18	\$ 1,007.20
7		3XL	14	\$ 25.18	\$ 352.52	\$ 25.18	\$ 352.52	\$ 25.18	\$ 352.52	\$ 25.18	\$ 352.52
<b>Subtotal :</b>				<b>\$ 5,995.72</b>	<b>\$ 5,995.72</b>	<b>\$ 5,995.72</b>	<b>\$ 5,995.72</b>	<b>\$ 5,995.72</b>	<b>\$ 5,995.72</b>	<b>\$ 5,995.72</b>	<b>\$ 5,995.72</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Dress Shirts, Long Sleeve Oxford, Light Blue (Edwards Style No. 5262-01), "Welcome Aboard" patch on right arm	XSmall	50	\$ 27.74	\$ 1,387.00	\$ 27.74	\$ 1,387.00	\$ 27.74	\$ 1,387.00	\$ 27.74	\$ 1,387.00
2		Small	75	\$ 27.74	\$ 2,080.50	\$ 27.74	\$ 2,080.50	\$ 27.74	\$ 2,080.50	\$ 27.74	\$ 2,080.50
3		Medium	100	\$ 27.74	\$ 2,774.00	\$ 27.74	\$ 2,774.00	\$ 27.74	\$ 2,774.00	\$ 27.74	\$ 2,774.00
4		Large	125	\$ 27.74	\$ 3,467.50	\$ 27.74	\$ 3,467.50	\$ 27.74	\$ 3,467.50	\$ 27.74	\$ 3,467.50
5		XLarge	150	\$ 27.74	\$ 4,161.00	\$ 27.74	\$ 4,161.00	\$ 27.74	\$ 4,161.00	\$ 27.74	\$ 4,161.00
6		2XL	100	\$ 29.74	\$ 2,974.00	\$ 29.74	\$ 2,974.00	\$ 29.74	\$ 2,974.00	\$ 29.74	\$ 2,974.00
7		3XL	35	\$ 29.74	\$ 1,040.90	\$ 29.74	\$ 1,040.90	\$ 29.74	\$ 1,040.90	\$ 29.74	\$ 1,040.90
<b>Subtotal :</b>				<b>\$ 17,884.90</b>	<b>\$ 17,884.90</b>	<b>\$ 17,884.90</b>	<b>\$ 17,884.90</b>	<b>\$ 17,884.90</b>	<b>\$ 17,884.90</b>	<b>\$ 17,884.90</b>	<b>\$ 17,884.90</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirts, Short Sleeve Oxford, Light Blue (A+ 8002), "Welcome Aboard" patch on right arm	XSmall	30	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40
2		Small	45	\$ 23.18	\$ 1,043.10	\$ 23.18	\$ 1,043.10	\$ 23.18	\$ 1,043.10	\$ 23.18	\$ 1,043.10
3		Medium	60	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80
4		Large	75	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50
5		XLarge	75	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50
6		2XL - 3XL	75	\$ 25.18	\$ 1,888.50	\$ 25.18	\$ 1,888.50	\$ 25.18	\$ 1,888.50	\$ 25.18	\$ 1,888.50
7		4XL - 5XL	33	\$ 27.18	\$ 896.94	\$ 27.18	\$ 896.94	\$ 27.18	\$ 896.94	\$ 27.18	\$ 896.94
<b>Subtotal :</b>				<b>\$ 9,391.74</b>	<b>\$ 9,391.74</b>	<b>\$ 9,391.74</b>	<b>\$ 9,391.74</b>	<b>\$ 9,391.74</b>	<b>\$ 9,391.74</b>	<b>\$ 9,391.74</b>	<b>\$ 9,391.74</b>

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	Year 1		Year 2		Year 3		Year 4		Year 5					
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1	Men's Dress Shirts, Short Sleeve Oxford, Light Blue (Edwards Style No. 5212-01), "Welcome Aboard" patch on right arm	Small	75	\$ 24.98	\$ 1,873.50	\$ 24.98	\$ 1,873.50	\$ 24.98	\$ 1,873.50	\$ 24.98	\$ 1,873.50	\$ 24.98	\$ 1,873.50	
2		Medium	100	\$ 24.98	\$ 2,498.00	\$ 24.98	\$ 2,498.00	\$ 24.98	\$ 2,498.00	\$ 24.98	\$ 2,498.00	\$ 24.98	\$ 2,498.00	
3		Large	125	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	
4		XLarge	125	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	
5		2XL - 3XL	125	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	\$ 24.98	\$ 3,122.50	
8		Tall-L	85	\$ 29.98	\$ 2,548.30	\$ 29.98	\$ 2,548.30	\$ 29.98	\$ 2,548.30	\$ 29.98	\$ 2,548.30	\$ 29.98	\$ 2,548.30	
9		Tall-XL	100	\$ 29.98	\$ 2,998.00	\$ 29.98	\$ 2,998.00	\$ 29.98	\$ 2,998.00	\$ 29.98	\$ 2,998.00	\$ 29.98	\$ 2,998.00	
10		Tall-2XL	100	\$ 30.98	\$ 3,098.00	\$ 30.98	\$ 3,098.00	\$ 30.98	\$ 3,098.00	\$ 30.98	\$ 3,098.00	\$ 30.98	\$ 3,098.00	
11		Tall-3XL	50	\$ 31.98	\$ 1,599.00	\$ 31.98	\$ 1,599.00	\$ 31.98	\$ 1,599.00	\$ 31.98	\$ 1,599.00	\$ 31.98	\$ 1,599.00	
12		Tall-4XL	30	\$ 32.98	\$ 989.40	\$ 32.98	\$ 989.40	\$ 32.98	\$ 989.40	\$ 32.98	\$ 989.40	\$ 32.98	\$ 989.40	
13		Tall-5XL	25	\$ 33.98	\$ 849.50	\$ 33.98	\$ 849.50	\$ 33.98	\$ 849.50	\$ 33.98	\$ 849.50	\$ 33.98	\$ 849.50	
14		Tall-6XL	25	\$ 34.98	\$ 874.50	\$ 34.98	\$ 874.50	\$ 34.98	\$ 874.50	\$ 34.98	\$ 874.50	\$ 34.98	\$ 874.50	
				<b>Subtotal :</b>	<b>\$ 26,695.70</b>	<b>Subtotal :</b>	<b>\$ 26,695.70</b>	<b>Subtotal :</b>	<b>\$ 26,695.70</b>	<b>Subtotal :</b>	<b>\$ 26,695.70</b>	<b>Subtotal :</b>	<b>\$ 26,695.70</b>	

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Dress Shirts, Short Sleeve Oxford, Light Blue (A+ 8002), "Welcome Aboard" patch on right arm	XSmall	30	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40	\$ 23.18	\$ 695.40
2		Small	45	\$ 23.18	\$ 1,043.10	\$ 23.18	\$ 1,043.10	\$ 23.18	\$ 1,043.10	\$ 23.18	\$ 1,043.10	\$ 23.18	\$ 1,043.10
3		Medium	60	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80	\$ 23.18	\$ 1,390.80
4		Large	75	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50
5		XLarge	75	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50	\$ 23.18	\$ 1,738.50
6		2XL	45	\$ 25.18	\$ 1,133.10	\$ 25.18	\$ 1,133.10	\$ 25.18	\$ 1,133.10	\$ 25.18	\$ 1,133.10	\$ 25.18	\$ 1,133.10
7		3XL	30	\$ 25.18	\$ 755.40	\$ 25.18	\$ 755.40	\$ 25.18	\$ 755.40	\$ 25.18	\$ 755.40	\$ 25.18	\$ 755.40
				<b>Subtotal :</b>	<b>\$ 8,494.80</b>	<b>Subtotal :</b>	<b>\$ 8,494.80</b>	<b>Subtotal :</b>	<b>\$ 8,494.80</b>	<b>Subtotal :</b>	<b>\$ 8,494.80</b>	<b>Subtotal :</b>	<b>\$ 8,494.80</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Dress Shirts, Short Sleeve Oxford, Light Blue (Edwards Style No. 5212-01), "Welcome Aboard" patch on right arm	XSmall	50	\$ 27.24	\$ 1,362.00	\$ 27.24	\$ 1,362.00	\$ 27.24	\$ 1,362.00	\$ 27.24	\$ 1,362.00	\$ 27.24	\$ 1,362.00
2		Small	75	\$ 27.24	\$ 2,043.00	\$ 27.24	\$ 2,043.00	\$ 27.24	\$ 2,043.00	\$ 27.24	\$ 2,043.00	\$ 27.24	\$ 2,043.00
3		Medium	100	\$ 27.24	\$ 2,724.00	\$ 27.24	\$ 2,724.00	\$ 27.24	\$ 2,724.00	\$ 27.24	\$ 2,724.00	\$ 27.24	\$ 2,724.00
4		Large	125	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00
5		XLarge	125	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00	\$ 27.24	\$ 3,405.00
6		2XL	75	\$ 29.24	\$ 2,193.00	\$ 29.24	\$ 2,193.00	\$ 29.24	\$ 2,193.00	\$ 29.24	\$ 2,193.00	\$ 29.24	\$ 2,193.00
7		3XL	50	\$ 29.24	\$ 1,462.00	\$ 29.24	\$ 1,462.00	\$ 29.24	\$ 1,462.00	\$ 29.24	\$ 1,462.00	\$ 29.24	\$ 1,462.00
				<b>Subtotal :</b>	<b>\$ 16,594.00</b>	<b>Subtotal :</b>	<b>\$ 16,594.00</b>	<b>Subtotal :</b>	<b>\$ 16,594.00</b>	<b>Subtotal :</b>	<b>\$ 16,594.00</b>	<b>Subtotal :</b>	<b>\$ 16,594.00</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Polo Shirts with Pocket, Royal Blue (Red Kap SK97) with Red MTS Logo Embroidered & two (2) Patches. "Welcome Aboard" patch on right arm and "Union" patch on left arm.	Small	120	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60
2		Medium	120	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60	\$ 39.98	\$ 4,797.60
3		Large	180	\$ 39.98	\$ 7,196.40	\$ 39.98	\$ 7,196.40	\$ 39.98	\$ 7,196.40	\$ 39.98	\$ 7,196.40	\$ 39.98	\$ 7,196.40
4		XLarge	210	\$ 39.98	\$ 8,395.80	\$ 39.98	\$ 8,395.80	\$ 39.98	\$ 8,395.80	\$ 39.98	\$ 8,395.80	\$ 39.98	\$ 8,395.80
5		2XL	90	\$ 39.98	\$ 3,598.20	\$ 39.98	\$ 3,598.20	\$ 39.98	\$ 3,598.20	\$ 39.98	\$ 3,598.20	\$ 39.98	\$ 3,598.20
6		3XL	48	\$ 39.98	\$ 1,919.04	\$ 39.98	\$ 1,919.04	\$ 39.98	\$ 1,919.04	\$ 39.98	\$ 1,919.04	\$ 39.98	\$ 1,919.04
7		4XL	30	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40
8		5XL	30	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40	\$ 39.98	\$ 1,199.40
9		6XL	20	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60
				<b>Subtotal :</b>	<b>\$ 33,903.04</b>	<b>Subtotal :</b>	<b>\$ 33,903.04</b>	<b>Subtotal :</b>	<b>\$ 33,903.04</b>	<b>Subtotal :</b>	<b>\$ 33,903.04</b>	<b>Subtotal :</b>	<b>\$ 33,903.04</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Polo Shirts no Pocket, Royal Blue (Red Kap SK97) with Red MTS Logo Embroidered & two (2) Patches. "Welcome Aboard" patch on right arm and "Union" patch on left arm.	XSmall	50	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00
2		Small	100	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00
3		Medium	100	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00
4		Large	150	\$ 39.98	\$ 5,997.00	\$ 39.98	\$ 5,997.00	\$ 39.98	\$ 5,997.00	\$ 39.98	\$ 5,997.00	\$ 39.98	\$ 5,997.00
5		XLarge	175	\$ 39.98	\$ 6,996.50	\$ 39.98	\$ 6,996.50	\$ 39.98	\$ 6,996.50	\$ 39.98	\$ 6,996.50	\$ 39.98	\$ 6,996.50
6		2XL	75	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50
7		3XL	40	\$ 39.98	\$ 1,599.20	\$ 39.98	\$ 1,599.20	\$ 39.98	\$ 1,599.20	\$ 39.98	\$ 1,599.20	\$ 39.98	\$ 1,599.20
				<b>Subtotal :</b>	<b>\$ 27,586.20</b>	<b>Subtotal :</b>	<b>\$ 27,586.20</b>	<b>Subtotal :</b>	<b>\$ 27,586.20</b>	<b>Subtotal :</b>	<b>\$ 27,586.20</b>	<b>Subtotal :</b>	<b>\$ 27,586.20</b>



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				Year 1	Year 2	Year 3	Year 4	Year 5					
PANTS AND SHORTS													
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men' s Dress Pants, Navy (Red Kap PT60)	Waist size 42 & Under	300	\$ 20.83	\$ 6,249.00	\$ 20.83	\$ 6,249.00	\$ 20.83	\$ 6,249.00	\$ 20.83	\$ 6,249.00	\$ 20.83	\$ 6,249.00
2		Waist size 44 - 60	150	\$ 25.00	\$ 3,750.00	\$ 25.00	\$ 3,750.00	\$ 25.00	\$ 3,750.00	\$ 25.00	\$ 3,750.00	\$ 25.00	\$ 3,750.00
				<b>Subtotal :</b>	<b>\$ 9,999.00</b>	<b>Subtotal :</b>	<b>\$ 9,999.00</b>	<b>Subtotal :</b>	<b>\$ 9,999.00</b>	<b>Subtotal :</b>	<b>\$ 9,999.00</b>	<b>Subtotal :</b>	<b>\$ 9,999.00</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women' s Dress Pants, Navy (Red Kap PT61)	Special Order size 0-2	5	\$ 39.98	\$ 199.90	\$ 39.98	\$ 199.90	\$ 39.98	\$ 199.90	\$ 39.98	\$ 199.90	\$ 39.98	\$ 199.90
2		Waist size 4 - 18	200	\$ 39.98	\$ 7,996.00	\$ 39.98	\$ 7,996.00	\$ 39.98	\$ 7,996.00	\$ 39.98	\$ 7,996.00	\$ 39.98	\$ 7,996.00
3		Waist size 20-24	50	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00
				<b>Subtotal :</b>	<b>\$ 10,194.90</b>	<b>Subtotal :</b>	<b>\$ 10,194.90</b>	<b>Subtotal :</b>	<b>\$ 10,194.90</b>	<b>Subtotal :</b>	<b>\$ 10,194.90</b>	<b>Subtotal :</b>	<b>\$ 10,194.90</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men' s Pants, Heavier Fabric, Navy (Tact Squad Style No. 7002NE)	Waist size 42 & Under	150	\$ 49.50	\$ 7,425.00	\$ 49.50	\$ 7,425.00	\$ 49.50	\$ 7,425.00	\$ 49.50	\$ 7,425.00	\$ 49.50	\$ 7,425.00
2		Waist size 44 - 54	75	\$ 49.50	\$ 3,712.50	\$ 49.50	\$ 3,712.50	\$ 49.50	\$ 3,712.50	\$ 49.50	\$ 3,712.50	\$ 49.50	\$ 3,712.50
				<b>Subtotal :</b>	<b>\$ 11,137.50</b>	<b>Subtotal :</b>	<b>\$ 11,137.50</b>	<b>Subtotal :</b>	<b>\$ 11,137.50</b>	<b>Subtotal :</b>	<b>\$ 11,137.50</b>	<b>Subtotal :</b>	<b>\$ 11,137.50</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women' s Pants, Heavier Fabric, Navy (Tact Squad Style No. 7002NWE)	Waist size 0 - 18	50	\$ 49.50	\$ 2,475.00	\$ 49.50	\$ 2,475.00	\$ 49.50	\$ 2,475.00	\$ 49.50	\$ 2,475.00	\$ 49.50	\$ 2,475.00
2		Waist size 20-30	20	\$ 49.50	\$ 990.00	\$ 49.50	\$ 990.00	\$ 49.50	\$ 990.00	\$ 49.50	\$ 990.00	\$ 49.50	\$ 990.00
				<b>Subtotal :</b>	<b>\$ 3,465.00</b>	<b>Subtotal :</b>	<b>\$ 3,465.00</b>	<b>Subtotal :</b>	<b>\$ 3,465.00</b>	<b>Subtotal :</b>	<b>\$ 3,465.00</b>	<b>Subtotal :</b>	<b>\$ 3,465.00</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men' s Shorts, Navy (Dickies Style No. LR303)	Waist size 42 & Under	150	\$ 22.00	\$ 3,300.00	\$ 22.00	\$ 3,300.00	\$ 22.00	\$ 3,300.00	\$ 22.00	\$ 3,300.00	\$ 22.00	\$ 3,300.00
2		Waist size 44 - 50	100	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00
				<b>Subtotal :</b>	<b>\$ 5,700.00</b>	<b>Subtotal :</b>	<b>\$ 5,700.00</b>	<b>Subtotal :</b>	<b>\$ 5,700.00</b>	<b>Subtotal :</b>	<b>\$ 5,700.00</b>	<b>Subtotal :</b>	<b>\$ 5,700.00</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women' s Shorts, Navy (Edwards Style No. 8435)	Waist size 0 - 18	50	\$ 22.00	\$ 1,100.00	\$ 22.00	\$ 1,100.00	\$ 22.00	\$ 1,100.00	\$ 22.00	\$ 1,100.00	\$ 22.00	\$ 1,100.00
2		Waist size 20-32	20	\$ 24.00	\$ 480.00	\$ 24.00	\$ 480.00	\$ 24.00	\$ 480.00	\$ 24.00	\$ 480.00	\$ 24.00	\$ 480.00
				<b>Subtotal :</b>	<b>\$ 1,580.00</b>	<b>Subtotal :</b>	<b>\$ 1,580.00</b>	<b>Subtotal :</b>	<b>\$ 1,580.00</b>	<b>Subtotal :</b>	<b>\$ 1,580.00</b>	<b>Subtotal :</b>	<b>\$ 1,580.00</b>

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Year 1	Year 2	Year 3	Year 4	Year 5
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JACKETS, SWEATERS, ACCESSORIES													
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket with Reflective Stripes, Navy (Port Authority Style Nos. J754R), "Welcome Aboard" Patch on right arm.	XSmall	35	\$ 46.49	\$ 1,627.15	\$ 46.49	\$ 1,627.15	\$ 46.49	\$ 1,627.15	\$ 46.49	\$ 1,627.15	\$ 46.49	\$ 1,627.15
2		Small	50	\$ 46.49	\$ 2,324.50	\$ 46.49	\$ 2,324.50	\$ 46.49	\$ 2,324.50	\$ 46.49	\$ 2,324.50	\$ 46.49	\$ 2,324.50
3		Medium	65	\$ 46.49	\$ 3,021.85	\$ 46.49	\$ 3,021.85	\$ 46.49	\$ 3,021.85	\$ 46.49	\$ 3,021.85	\$ 46.49	\$ 3,021.85
4		Large	100	\$ 46.49	\$ 4,649.00	\$ 46.49	\$ 4,649.00	\$ 46.49	\$ 4,649.00	\$ 46.49	\$ 4,649.00	\$ 46.49	\$ 4,649.00
5		XLarge	125	\$ 46.49	\$ 5,811.25	\$ 46.49	\$ 5,811.25	\$ 46.49	\$ 5,811.25	\$ 46.49	\$ 5,811.25	\$ 46.49	\$ 5,811.25
6		2XL	75	\$ 48.49	\$ 3,636.75	\$ 48.49	\$ 3,636.75	\$ 48.49	\$ 3,636.75	\$ 48.49	\$ 3,636.75	\$ 48.49	\$ 3,636.75
7		3XL	30	\$ 48.49	\$ 1,454.70	\$ 48.49	\$ 1,454.70	\$ 48.49	\$ 1,454.70	\$ 48.49	\$ 1,454.70	\$ 48.49	\$ 1,454.70
8		4XL	20	\$ 48.49	\$ 969.80	\$ 48.49	\$ 969.80	\$ 48.49	\$ 969.80	\$ 48.49	\$ 969.80	\$ 48.49	\$ 969.80
9		5XL	10	\$ 49.49	\$ 494.90	\$ 49.49	\$ 494.90	\$ 49.49	\$ 494.90	\$ 49.49	\$ 494.90	\$ 49.49	\$ 494.90
10		6XL	5	\$ 49.49	\$ 247.45	\$ 49.49	\$ 247.45	\$ 49.49	\$ 247.45	\$ 49.49	\$ 247.45	\$ 49.49	\$ 247.45
				<b>Subtotal :</b>	<b>\$ 24,237.35</b>	<b>Subtotal :</b>	<b>\$ 24,237.35</b>	<b>Subtotal :</b>	<b>\$ 24,237.35</b>	<b>Subtotal :</b>	<b>\$ 24,237.35</b>	<b>Subtotal :</b>	<b>\$ 24,237.35</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket without Reflective Stripes, Navy (Port Authority Style Nos. J754 or TLJ754), "Welcome Aboard" Patch on right arm.	XSmall	35	\$ 49.98	\$ 1,749.30	\$ 49.98	\$ 1,749.30	\$ 49.98	\$ 1,749.30	\$ 49.98	\$ 1,749.30	\$ 49.98	\$ 1,749.30
2		Small	50	\$ 49.98	\$ 2,499.00	\$ 49.98	\$ 2,499.00	\$ 49.98	\$ 2,499.00	\$ 49.98	\$ 2,499.00	\$ 49.98	\$ 2,499.00
3		Medium	65	\$ 49.98	\$ 3,248.70	\$ 49.98	\$ 3,248.70	\$ 49.98	\$ 3,248.70	\$ 49.98	\$ 3,248.70	\$ 49.98	\$ 3,248.70
4		Large	100	\$ 49.98	\$ 4,998.00	\$ 49.98	\$ 4,998.00	\$ 49.98	\$ 4,998.00	\$ 49.98	\$ 4,998.00	\$ 49.98	\$ 4,998.00
5		XLarge	125	\$ 49.98	\$ 6,247.50	\$ 49.98	\$ 6,247.50	\$ 49.98	\$ 6,247.50	\$ 49.98	\$ 6,247.50	\$ 49.98	\$ 6,247.50
6		2XL	75	\$ 49.98	\$ 3,748.50	\$ 49.98	\$ 3,748.50	\$ 49.98	\$ 3,748.50	\$ 49.98	\$ 3,748.50	\$ 49.98	\$ 3,748.50
7		3XL	30	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40
8		4XL	20	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60
9		5XL	10	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80
10		6XL	5	\$ 49.98	\$ 249.90	\$ 49.98	\$ 249.90	\$ 49.98	\$ 249.90	\$ 49.98	\$ 249.90	\$ 49.98	\$ 249.90
11		L Tall - XL Tall	90	\$ 49.98	\$ 4,498.20	\$ 49.98	\$ 4,498.20	\$ 49.98	\$ 4,498.20	\$ 49.98	\$ 4,498.20	\$ 49.98	\$ 4,498.20
12		2XL Tall	30	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40	\$ 49.98	\$ 1,499.40
13		3XL Tall	20	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60	\$ 49.98	\$ 999.60
14		4XL Tall	10	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80	\$ 49.98	\$ 499.80
				<b>Subtotal :</b>	<b>\$ 33,236.70</b>	<b>Subtotal :</b>	<b>\$ 33,236.70</b>	<b>Subtotal :</b>	<b>\$ 33,236.70</b>	<b>Subtotal :</b>	<b>\$ 33,236.70</b>	<b>Subtotal :</b>	<b>\$ 33,236.70</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Fleece Vest, Heather Gray (Port Authority Style No. F219) with Red MTS "Bus Operator" Logo Embroidered	Xsmall	10	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80
2		Small	20	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60
3		Medium	20	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60
4		Large	30	\$ 23.98	\$ 719.40	\$ 23.98	\$ 719.40	\$ 23.98	\$ 719.40	\$ 23.98	\$ 719.40	\$ 23.98	\$ 719.40
5		XLarge	20	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60	\$ 23.98	\$ 479.60
6		2XL	10	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80
7		3XL	10	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80
8		4XL	10	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80	\$ 23.98	\$ 239.80
9		5XL	5	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90
10		6XL	5	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90	\$ 23.98	\$ 119.90
				<b>Subtotal :</b>	<b>\$ 3,357.20</b>	<b>Subtotal :</b>	<b>\$ 3,357.20</b>	<b>Subtotal :</b>	<b>\$ 3,357.20</b>	<b>Subtotal :</b>	<b>\$ 3,357.20</b>	<b>Subtotal :</b>	<b>\$ 3,357.20</b>
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket (Windbreaker) (Sport Tek Style No. JST71), "Welcome Aboard" Patch on right arm.	XSmall	50	\$ 24.00	\$ 1,200.00	\$ 24.00	\$ 1,200.00	\$ 24.00	\$ 1,200.00	\$ 24.00	\$ 1,200.00	\$ 24.00	\$ 1,200.00
2		Small	65	\$ 24.00	\$ 1,560.00	\$ 24.00	\$ 1,560.00	\$ 24.00	\$ 1,560.00	\$ 24.00	\$ 1,560.00	\$ 24.00	\$ 1,560.00
3		Medium	75	\$ 24.00	\$ 1,800.00	\$ 24.00	\$ 1,800.00	\$ 24.00	\$ 1,800.00	\$ 24.00	\$ 1,800.00	\$ 24.00	\$ 1,800.00
4		Large	100	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00	\$ 24.00	\$ 2,400.00
5		XLarge	125	\$ 24.00	\$ 3,000.00	\$ 24.00	\$ 3,000.00	\$ 24.00	\$ 3,000.00	\$ 24.00	\$ 3,000.00	\$ 24.00	\$ 3,000.00
6		2XL	100	\$ 27.98	\$ 2,798.00	\$ 27.98	\$ 2,798.00	\$ 27.98	\$ 2,798.00	\$ 27.98	\$ 2,798.00	\$ 27.98	\$ 2,798.00
7		3XL	75	\$ 27.98	\$ 2,098.50	\$ 27.98	\$ 2,098.50	\$ 27.98	\$ 2,098.50	\$ 27.98	\$ 2,098.50	\$ 27.98	\$ 2,098.50
8		4XL	25	\$ 27.98	\$ 699.50	\$ 27.98	\$ 699.50	\$ 27.98	\$ 699.50	\$ 27.98	\$ 699.50	\$ 27.98	\$ 699.50
9		5XL	20	\$ 27.98	\$ 559.60	\$ 27.98	\$ 559.60	\$ 27.98	\$ 559.60	\$ 27.98	\$ 559.60	\$ 27.98	\$ 559.60
10		6XL	10	\$ 27.98	\$ 279.80	\$ 27.98	\$ 279.80	\$ 27.98	\$ 279.80	\$ 27.98	\$ 279.80	\$ 27.98	\$ 279.80
				<b>Subtotal :</b>	<b>\$ 16,395.40</b>	<b>Subtotal :</b>	<b>\$ 16,395.40</b>	<b>Subtotal :</b>	<b>\$ 16,395.40</b>	<b>Subtotal :</b>	<b>\$ 16,395.40</b>	<b>Subtotal :</b>	<b>\$ 16,395.40</b>

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Line #	Description	Size	Qty.	Year 1		Year 2		Year 3		Year 4		Year 5	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket (Lightweight), Navy (Motivate Style No. 88183/88183T), "Welcome Aboard" Patch on right arm.	Small	65	\$ 22.98	\$ 1,493.70	\$ 22.98	\$ 1,493.70	\$ 22.98	\$ 1,493.70	\$ 22.98	\$ 1,493.70	\$ 22.98	\$ 1,493.70
2		Medium	75	\$ 22.98	\$ 1,723.50	\$ 22.98	\$ 1,723.50	\$ 22.98	\$ 1,723.50	\$ 22.98	\$ 1,723.50	\$ 22.98	\$ 1,723.50
3		Large	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
4		XLarge	60	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80
5		2XL	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
6		3XL	35	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30
7		4XL	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
8		5XL	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
9		LT	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
10		XLT	60	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80	\$ 22.98	\$ 1,378.80
11		2XLT	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
12		3XLT	35	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30	\$ 22.98	\$ 804.30
13		4XLT	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
14		5XLT	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
				<b>Subtotal :</b>	<b>\$ 13,098.60</b>	<b>Subtotal :</b>	<b>\$ 13,098.60</b>	<b>Subtotal :</b>	<b>\$ 13,098.60</b>	<b>Subtotal :</b>	<b>\$ 13,098.60</b>	<b>Subtotal :</b>	<b>\$ 13,098.60</b>

Line #	Description	Size	Qty.	Year 1		Year 2		Year 3		Year 4		Year 5	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Full Zip Cardigan 4381). Red MTS "Bus Operator" Logo Embroidered and "Welcome Aboard" Patch on right arm.	XSmall	50	\$ 41.98	\$ 2,099.00	\$ 41.98	\$ 2,099.00	\$ 41.98	\$ 2,099.00	\$ 41.98	\$ 2,099.00	\$ 41.98	\$ 2,099.00
2		Small	75	\$ 41.98	\$ 3,148.50	\$ 41.98	\$ 3,148.50	\$ 41.98	\$ 3,148.50	\$ 41.98	\$ 3,148.50	\$ 41.98	\$ 3,148.50
3		Medium	85	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30
4		Large	100	\$ 41.98	\$ 4,198.00	\$ 41.98	\$ 4,198.00	\$ 41.98	\$ 4,198.00	\$ 41.98	\$ 4,198.00	\$ 41.98	\$ 4,198.00
5		XLarge	125	\$ 41.98	\$ 5,247.50	\$ 41.98	\$ 5,247.50	\$ 41.98	\$ 5,247.50	\$ 41.98	\$ 5,247.50	\$ 41.98	\$ 5,247.50
6		2XL	85	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30	\$ 41.98	\$ 3,568.30
7		3XL	60	\$ 41.98	\$ 2,518.80	\$ 41.98	\$ 2,518.80	\$ 41.98	\$ 2,518.80	\$ 41.98	\$ 2,518.80	\$ 41.98	\$ 2,518.80
8		4XL	35	\$ 41.98	\$ 1,469.30	\$ 41.98	\$ 1,469.30	\$ 41.98	\$ 1,469.30	\$ 41.98	\$ 1,469.30	\$ 41.98	\$ 1,469.30
9		5XL	20	\$ 41.98	\$ 839.60	\$ 41.98	\$ 839.60	\$ 41.98	\$ 839.60	\$ 41.98	\$ 839.60	\$ 41.98	\$ 839.60
				<b>Subtotal :</b>	<b>\$ 26,657.30</b>	<b>Subtotal :</b>	<b>\$ 26,657.30</b>	<b>Subtotal :</b>	<b>\$ 26,657.30</b>	<b>Subtotal :</b>	<b>\$ 26,657.30</b>	<b>Subtotal :</b>	<b>\$ 26,657.30</b>

Line #	Description	Size	Qty.	Year 1		Year 2		Year 3		Year 4		Year 5	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Pull Over V-Neck Sweater, Navy/Charcoal (Edwards Style No. 4561), Red MTS "Bus Operator" Logo Embroidered	XSmall	25	\$ 25.98	\$ 649.50	\$ 25.98	\$ 649.50	\$ 25.98	\$ 649.50	\$ 25.98	\$ 649.50	\$ 25.98	\$ 649.50
2		Small	45	\$ 25.98	\$ 1,169.10	\$ 25.98	\$ 1,169.10	\$ 25.98	\$ 1,169.10	\$ 25.98	\$ 1,169.10	\$ 25.98	\$ 1,169.10
3		Medium	50	\$ 25.98	\$ 1,299.00	\$ 25.98	\$ 1,299.00	\$ 25.98	\$ 1,299.00	\$ 25.98	\$ 1,299.00	\$ 25.98	\$ 1,299.00
4		Large	65	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70
5		XLarge	65	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70	\$ 26.98	\$ 1,753.70
6		2XL	50	\$ 26.98	\$ 1,349.00	\$ 26.98	\$ 1,349.00	\$ 26.98	\$ 1,349.00	\$ 26.98	\$ 1,349.00	\$ 26.98	\$ 1,349.00
7		3XL	35	\$ 26.98	\$ 944.30	\$ 26.98	\$ 944.30	\$ 26.98	\$ 944.30	\$ 26.98	\$ 944.30	\$ 26.98	\$ 944.30
8		4XL	25	\$ 26.98	\$ 674.50	\$ 26.98	\$ 674.50	\$ 26.98	\$ 674.50	\$ 26.98	\$ 674.50	\$ 26.98	\$ 674.50
9		5XL	15	\$ 26.98	\$ 404.70	\$ 26.98	\$ 404.70	\$ 26.98	\$ 404.70	\$ 26.98	\$ 404.70	\$ 26.98	\$ 404.70
				<b>Subtotal :</b>	<b>\$ 9,997.50</b>	<b>Subtotal :</b>	<b>\$ 9,997.50</b>	<b>Subtotal :</b>	<b>\$ 9,997.50</b>	<b>Subtotal :</b>	<b>\$ 9,997.50</b>	<b>Subtotal :</b>	<b>\$ 9,997.50</b>

Line #	Description	Size	Qty.	Year 1		Year 2		Year 3		Year 4		Year 5	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Sweater Vest (Zip), Navy (Edwards Style No. 4302), Red MTS "Bus Operator" Logo Embroidered	XSmall	50	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00	\$ 39.98	\$ 1,999.00
2		Small	65	\$ 39.98	\$ 2,598.70	\$ 39.98	\$ 2,598.70	\$ 39.98	\$ 2,598.70	\$ 39.98	\$ 2,598.70	\$ 39.98	\$ 2,598.70
3		Medium	75	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50
4		Large	85	\$ 39.98	\$ 3,398.30	\$ 39.98	\$ 3,398.30	\$ 39.98	\$ 3,398.30	\$ 39.98	\$ 3,398.30	\$ 39.98	\$ 3,398.30
5		XLarge	100	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00	\$ 39.98	\$ 3,998.00
6		2XL	75	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50	\$ 39.98	\$ 2,998.50
7		3XL	45	\$ 39.98	\$ 1,799.10	\$ 39.98	\$ 1,799.10	\$ 39.98	\$ 1,799.10	\$ 39.98	\$ 1,799.10	\$ 39.98	\$ 1,799.10
8		4XL	25	\$ 39.98	\$ 999.50	\$ 39.98	\$ 999.50	\$ 39.98	\$ 999.50	\$ 39.98	\$ 999.50	\$ 39.98	\$ 999.50
9		5XL	15	\$ 39.98	\$ 599.70	\$ 39.98	\$ 599.70	\$ 39.98	\$ 599.70	\$ 39.98	\$ 599.70	\$ 39.98	\$ 599.70
				<b>Subtotal :</b>	<b>\$ 21,389.30</b>	<b>Subtotal :</b>	<b>\$ 21,389.30</b>	<b>Subtotal :</b>	<b>\$ 21,389.30</b>	<b>Subtotal :</b>	<b>\$ 21,389.30</b>	<b>Subtotal :</b>	<b>\$ 21,389.30</b>

Line #	Description	Size	Qty.	Year 1		Year 2		Year 3		Year 4		Year 5	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Belt 100% Leather, 1.5" width (Arons Style No. 607) USPS Approved	44 & Under	350	\$ 19.98	\$ 6,993.00	\$ 19.98	\$ 6,993.00	\$ 19.98	\$ 6,993.00	\$ 19.98	\$ 6,993.00	\$ 19.98	\$ 6,993.00
2		46 & Up	100	\$ 19.98	\$ 1,998.00	\$ 19.98	\$ 1,998.00	\$ 19.98	\$ 1,998.00	\$ 19.98	\$ 1,998.00	\$ 19.98	\$ 1,998.00
				<b>Subtotal :</b>	<b>\$ 8,991.00</b>	<b>Subtotal :</b>	<b>\$ 8,991.00</b>	<b>Subtotal :</b>	<b>\$ 8,991.00</b>	<b>Subtotal :</b>	<b>\$ 8,991.00</b>	<b>Subtotal :</b>	<b>\$ 8,991.00</b>

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Line #	Description	Size	Qty.	Year 1		Year 2		Year 3		Year 4		Year 5	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's (J304) & Women's (L304) - Port Authority All-Season II Jacket Black and True Navy. "Welcome Aboard" Patch on right Arm.	Xsmall	25	\$ 55.98	\$ 1,399.50	\$ 55.98	\$ 1,399.50	\$ 55.98	\$ 1,399.50	\$ 55.98	\$ 1,399.50	\$ 55.98	\$ 1,399.50
2		Small	50	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00
3		Medium	50	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00
4		Large	100	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00
5		XLarge	100	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00
6		2XL	100	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00	\$ 55.98	\$ 5,598.00
7		3XL	50	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00
8		4XL	50	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00	\$ 55.98	\$ 2,799.00
<b>Subtotal :</b>				<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>	<b>\$ 29,389.50</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Visor, Navy Blue with MTS logo in red thread on the center of the visor, Item # BBV	One size	300	\$ 3.48	\$ 1,044.00	\$ 3.48	\$ 1,044.00	\$ 3.48	\$ 1,044.00	\$ 3.48	\$ 1,044.00	\$ 3.48	\$ 1,044.00
2	Baseball Style Cap - Navy Blue with MTS logo in red thread, and the wording "Bus Operator" in white thread directly underneath the MTS logo, - structured hat with velcro closure, medium weight, 100% brushed cotton Item Style WPV	One size	350	\$ 5.98	\$ 2,093.00	\$ 5.98	\$ 2,093.00	\$ 5.98	\$ 2,093.00	\$ 5.98	\$ 2,093.00	\$ 5.98	\$ 2,093.00
3	Safe Driver Hat (3-D puffy logo) (ordered 1x annually), Style WPV	One size	300	\$ 7.98	\$ 2,394.00	\$ 7.98	\$ 2,394.00	\$ 7.98	\$ 2,394.00	\$ 7.98	\$ 2,394.00	\$ 7.98	\$ 2,394.00
4	Safe Driver Patch (ordered 1x annually)	One size	350	\$ 3.98	\$ 1,393.00	\$ 3.98	\$ 1,393.00	\$ 3.98	\$ 1,393.00	\$ 3.98	\$ 1,393.00	\$ 3.98	\$ 1,393.00
5	CP95 - Port Authority 100% cotton Beanie	one size	200	\$ 4.98	\$ 996.00	\$ 4.98	\$ 996.00	\$ 4.98	\$ 996.00	\$ 4.98	\$ 996.00	\$ 4.98	\$ 996.00
<b>Subtotal :</b>				<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>	<b>\$ 7,920.00</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Long Islander Performance Long Sleeve T-Shirt-214 black and white	XSmall	50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50
2		Small	65	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85
3		Medium	75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75
4		L-XL	85	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65
5		2XL	100	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00
6		3XL	75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75
<b>Subtotal :</b>				<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>	<b>\$ 2,020.50</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Long Islander Performance Long Sleeve T-Shirt-210 black and white	XSmall	50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50	\$ 4.49	\$ 224.50
2		Small	65	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85	\$ 4.49	\$ 291.85
3		Medium	75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75
4		L-XL	85	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65	\$ 4.49	\$ 381.65
5		2XL	100	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00	\$ 4.49	\$ 449.00
6		3XL	75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75	\$ 4.49	\$ 336.75
7		4XL	45	\$ 4.49	\$ 202.05	\$ 4.49	\$ 202.05	\$ 4.49	\$ 202.05	\$ 4.49	\$ 202.05	\$ 4.49	\$ 202.05
8		5XL	25	\$ 4.49	\$ 112.25	\$ 4.49	\$ 112.25	\$ 4.49	\$ 112.25	\$ 4.49	\$ 112.25	\$ 4.49	\$ 112.25
9		6XL	15	\$ 4.49	\$ 67.35	\$ 4.49	\$ 67.35	\$ 4.49	\$ 67.35	\$ 4.49	\$ 67.35	\$ 4.49	\$ 67.35
<b>Subtotal :</b>				<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>	<b>\$ 2,402.15</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	"Welcome Aboard" Patches	One size	5000	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00
<b>Subtotal :</b>				<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	"Union 1309" Patches	One size	5000	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00	\$ 1.98	\$ 9,900.00
<b>Subtotal :</b>				<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>	<b>\$ 9,900.00</b>

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Year 1	Year 2	Year 3	Year 4	Year 5
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SUPERVISOR UNIFORMS													
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirt -Tact Squad Long Sleeve/8003	14 - 17.5	60	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80
2		18 - 18.5	20	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60
3		19 - 19.5	10	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80
4		20 - 20.5	10	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80
				<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirt -Tact Squad Short Sleeve/8013	14 - 17.5	60	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80	\$ 39.98	\$ 2,398.80
2		18 - 18.5	20	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60	\$ 39.98	\$ 799.60
3		19 - 19.5	10	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80
4		20 - 20.5	10	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80	\$ 39.98	\$ 399.80
				<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>	<b>Subtotal :</b>	<b>\$ 3,998.00</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Unisex Polo (Edwards 1525) (Navy, Black, Grey) w/ MTS Logo & Supervisor/Bus Operations <i>Embroidery (**See Request for Approved Equal that has been approved**)</i>	XSmall	50	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00
2		Small	50	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00
3		Medium	50	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00
4		Large	50	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00
5		XLarge	50	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00	\$ 19.98	\$ 999.00
6		2XL	15	\$ 19.98	\$ 299.70	\$ 19.98	\$ 299.70	\$ 19.98	\$ 299.70	\$ 19.98	\$ 299.70	\$ 19.98	\$ 299.70
7		3XL	10	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80
8		4XL	10	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80	\$ 19.98	\$ 199.80
9		5XL	5	\$ 19.98	\$ 99.90	\$ 19.98	\$ 99.90	\$ 19.98	\$ 99.90	\$ 19.98	\$ 99.90	\$ 19.98	\$ 99.90
				<b>Subtotal :</b>	<b>\$ 5,794.20</b>	<b>Subtotal :</b>	<b>\$ 5,794.20</b>	<b>Subtotal :</b>	<b>\$ 5,794.20</b>	<b>Subtotal :</b>	<b>\$ 5,794.20</b>	<b>Subtotal :</b>	<b>\$ 5,794.20</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Polo Shirts with Pocket (Red Kap SK98) (Navy, Red, Black) w/ MTS Logo & Supervisor/Bus Operations <i>Embroidery</i>	XSmall	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
2		Small	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
3		Medium	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
4		Large	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
5		XLarge	50	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00	\$ 22.98	\$ 1,149.00
6		2XL	15	\$ 22.98	\$ 344.70	\$ 22.98	\$ 344.70	\$ 22.98	\$ 344.70	\$ 22.98	\$ 344.70	\$ 22.98	\$ 344.70
7		3XL	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
8		4XL	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
9		5XL	5	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90
10		6XL	5	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90
				<b>Subtotal :</b>	<b>\$ 6,779.10</b>	<b>Subtotal :</b>	<b>\$ 6,779.10</b>	<b>Subtotal :</b>	<b>\$ 6,779.10</b>	<b>Subtotal :</b>	<b>\$ 6,779.10</b>	<b>Subtotal :</b>	<b>\$ 6,779.10</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Polo Shirts without Pocket (Red Kap SK97) (Navy, Red, Black) w/ MTS Logo & Supervisor/Bus Operations <i>Embroidery</i>	XSmall	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60
2		Small	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60
3		Medium	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60
4		Large	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60
5		XLarge	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60
6		2XL	10	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80	\$ 22.98	\$ 229.80
7		3XL	5	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90
				<b>Subtotal :</b>	<b>\$ 2,642.70</b>	<b>Subtotal :</b>	<b>\$ 2,642.70</b>	<b>Subtotal :</b>	<b>\$ 2,642.70</b>	<b>Subtotal :</b>	<b>\$ 2,642.70</b>	<b>Subtotal :</b>	<b>\$ 2,642.70</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Pants- Edwards Cargo 2538 (black)	28-60	60	\$ 32.00	\$ 1,920.00	\$ 32.00	\$ 1,920.00	\$ 32.00	\$ 1,920.00	\$ 32.00	\$ 1,920.00	\$ 32.00	\$ 1,920.00
				<b>Subtotal :</b>	<b>\$ 1,920.00</b>	<b>Subtotal :</b>	<b>\$ 1,920.00</b>	<b>Subtotal :</b>	<b>\$ 1,920.00</b>	<b>Subtotal :</b>	<b>\$ 1,920.00</b>	<b>Subtotal :</b>	<b>\$ 1,920.00</b>

Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2	Women's Pants- Edwards Cargo 8538 (Black)	0-32	60	\$ 30.00	\$ 1,800.00	\$ 30.00	\$ 1,800.00	\$ 30.00	\$ 1,800.00	\$ 30.00	\$ 1,800.00	\$ 30.00	\$ 1,800.00
				<b>Subtotal :</b>	<b>\$ 1,800.00</b>	<b>Subtotal :</b>	<b>\$ 1,800.00</b>	<b>Subtotal :</b>	<b>\$ 1,800.00</b>	<b>Subtotal :</b>	<b>\$ 1,800.00</b>	<b>Subtotal :</b>	<b>\$ 1,800.00</b>

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		Year 1		Year 2		Year 3		Year 4		Year 5				
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1	Men's Edwards dress shirts: 1354 colors, dark grey, black, French blue, navy blue, blue w/ MTS Logo and white embroidery including Name of Department.	Small	30	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	
2		Medium	30	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	
3		Large	30	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	
4		XLarge	30	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	\$ 31.98	\$ 959.40	
5		2XL	10	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	
6		3XL	10	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	\$ 33.49	\$ 334.90	
9		4XL	5	\$ 36.49	\$ 182.45	\$ 36.49	\$ 182.45	\$ 36.49	\$ 182.45	\$ 36.49	\$ 182.45	\$ 36.49	\$ 182.45	
10		5XL	5	\$ 38.49	\$ 192.45	\$ 38.49	\$ 192.45	\$ 38.49	\$ 192.45	\$ 38.49	\$ 192.45	\$ 38.49	\$ 192.45	
11		6XL	5	\$ 40.00	\$ 200.00	\$ 40.00	\$ 200.00	\$ 40.00	\$ 200.00	\$ 40.00	\$ 200.00	\$ 40.00	\$ 200.00	
				<b>Subtotal :</b>	<b>\$ 5,082.30</b>	<b>Subtotal :</b>	<b>\$ 5,082.30</b>	<b>Subtotal :</b>	<b>\$ 5,082.30</b>	<b>Subtotal :</b>	<b>\$ 5,082.30</b>	<b>Subtotal :</b>	<b>\$ 5,082.30</b>	
Line #		Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Edwards dress shirts: 5354 colors, dark grey, black, French blue, navy blue, blue w/ MTS Logo and white embroidery including Name of Department.	Small	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	
2		Medium	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	
3		Large	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	
4		XLarge	20	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	\$ 22.98	\$ 459.60	
5		2XL	5	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	
6		3XL	5	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	
7		4XL	5	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	\$ 22.98	\$ 114.90	
				<b>Subtotal :</b>	<b>\$ 2,183.10</b>	<b>Subtotal :</b>	<b>\$ 2,183.10</b>	<b>Subtotal :</b>	<b>\$ 2,183.10</b>	<b>Subtotal :</b>	<b>\$ 2,183.10</b>	<b>Subtotal :</b>	<b>\$ 2,183.10</b>	
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1	Women's and Men's CSJ24 Cornerstone ANSI 107 class 3 Waterproof Parka.	Small	15	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	
2		Medium	15	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	
3		Large	15	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	
4		XLarge	15	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	\$ 63.98	\$ 959.70	
5		2XL	10	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	
6		3XL	10	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	
7		4XL	10	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	\$ 63.98	\$ 639.80	
				<b>Subtotal :</b>	<b>\$ 5,758.20</b>	<b>Subtotal :</b>	<b>\$ 5,758.20</b>	<b>Subtotal :</b>	<b>\$ 5,758.20</b>	<b>Subtotal :</b>	<b>\$ 5,758.20</b>	<b>Subtotal :</b>	<b>\$ 5,758.20</b>	
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1	Men's & Women's J307 Black/Deep Grey Porth Authority Soft Shell Jacket, w/ MTS Logo and white embroidery including Name of Department.	Small	10	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	
2		Medium	10	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	
3		Large	10	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	
4		XLarge	10	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	\$ 44.98	\$ 449.80	
5		2XL	10	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	
6		3XL	10	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	\$ 46.98	\$ 469.80	
				<b>Subtotal :</b>	<b>\$ 2,738.80</b>	<b>Subtotal :</b>	<b>\$ 2,738.80</b>	<b>Subtotal :</b>	<b>\$ 2,738.80</b>	<b>Subtotal :</b>	<b>\$ 2,738.80</b>	<b>Subtotal :</b>	<b>\$ 2,738.80</b>	
Line #	Description	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1	Baseball Style Cap, Black with MTS logo/white wording "Supervisor" in white. 100% cotton	One size	100	\$ 5.98	\$ 598.00	\$ 5.98	\$ 598.00	\$ 5.98	\$ 598.00	\$ 5.98	\$ 598.00	\$ 5.98	\$ 598.00	
				<b>Subtotal :</b>	<b>\$ 598.00</b>	<b>Subtotal :</b>	<b>\$ 598.00</b>	<b>Subtotal :</b>	<b>\$ 598.00</b>	<b>Subtotal :</b>	<b>\$ 598.00</b>	<b>Subtotal :</b>	<b>\$ 598.00</b>	
<b>ANNUAL SUBTOTAL</b>														
				<b>Subtotal YR1:</b>	<b>\$ 484,972.02</b>	<b>Subtotal YR2:</b>	<b>\$ 484,972.02</b>	<b>Subtotal YR3:</b>	<b>\$ 484,972.02</b>	<b>Subtotal YR4:</b>	<b>\$ 484,972.02</b>	<b>Subtotal YR5:</b>	<b>\$ 484,972.02</b>	

Overall Total 5 years	\$ 2,424,860.10
CA Sales Tax	\$ 187,926.66
Overall Total Including Tax	\$ 2,612,786.76



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

**Agenda Item No. 10**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Railroad Ties – 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. L1651.0-24 (in substantially the same format as Attachment A), with Phoenix Contracting in the amount of \$182,700.90 for railroad ties.

Budget Impact

The total contract cost of materials is estimated to be \$182,700.90 (Attachment C). This project will be funded by the San Diego Trolley, Inc. (SDTI) Track Maintenance Operating Budget account 370016-545500.

**DISCUSSION:**

Railroad ties within the SDTI right-of-way are essential to the operation of the Trolley. The typical useful life of railroad ties is approximately 25 years, and MTS currently has ties on the system that have reached this term. Changing out ties that have reached and outlived their useful life is essential to having Trolley tracks in a state of good repair.

On July 25, 2023, MTS issued an Invitation for Bid (IFB) for the purchase of railroad ties. Three (3) bids were received by the deadline of September 5, 2023, and are summarized as follows:

Company Name	Bid Amount	Firm Certification
Gemini Forest Products *	\$178,654.89	N/A
Phoenix Contracting	\$182,700.90	N/A
Technology International Inc.	\$195,566.25	N/A

*\*Non-responsive bidder*

Gemini Forest Products' bid was rejected and deemed as non-responsive as the they did not submit any documents per the IFB requirements, including Buy America.



Based on the bids received, and in comparison, with the MTS Independent Cost Estimate (ICE) of \$176,882.35, staff determined the Phoenix Contracting bid price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. L1651.0-24 (in substantially the same format as Attachment A), with Phoenix Contracting, in the amount of \$182,700.90 for railroad ties.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. L1651.0-24  
B. Scope of Work  
C. Bid Form





STANDARD AGREEMENT FOR MTS DOC. NO. L1651.0-24 RAILROAD TIES

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: Phoenix Contracting Address: 9915 Smarty Jones Dr. Ruskin Florida 33573 City State Zip Form of Business: LLC S Corp (Corporation, Partnership, Sole Proprietor, etc.) Telephone: 330-749-5383 Email: Josh@phxcontracting.com

Authorized person to sign contracts Josh Parsittie Sales Director Name Title

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

The contract term is effective November 20, 2023 through February 29, 2024.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$182,700.90 without the express written consent of MTS.

Table with 2 columns: SAN DIEGO METROPOLITAN TRANSIT SYSTEM and PHOENIX CONTRACTING. Rows for signatures of Sharon Cooney and Karen Landers, and signature lines for Phoenix Contracting.



# SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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## 1. GENERAL

Contractor shall provide Douglas Fir Railroad Ties (or hardwood as alternate material) as a one-time purchase. The estimated quantities are shown in ATT 1. MTS may elect to reduce or increase the quantities to be purchased based on its needs and available budget, and that the estimated quantities provided are used for bidding purposes only.

Included in Section 3.26 of the General Provisions is the Request for Approved equal (RFA) information. Complete documentation should be provided in support of any RFAs submitted by Bidders for MTS' review and response, and must be submitted by the deadline provided in the calendar of events. Any RFAs submitted with the bid package at bid opening will not be accepted.

## 2. MATERIAL

- A. All timber cross ties and switch rail ties shall be new and conform to the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual, Volume 1, Chapter 30 "TIES", except as modified herein.
- B. Industrial Grade Cross ties are not permitted.
- C. West Coast Species shall meet or exceed W.C.L.B Specifications –Standard No.17 Grading Rules; Section 6: Special Use Grades-Railroad Ties; Item 192-a "SELECT" Railroad Ties. They are square edged. Pieces shall have not less than 6 annual rings per inch, on any radius from the pith, over the top ¼ of the tie.
- D. Ties shall be produced from Douglas Fir listed in the AREMA Manual, Volume 1, Chapter 30, Part 3, Section 3.1 "TIMBER CROSS TIES".
- E. Western Species – Costal Douglas Firs (Cottonwood, Willow, Hackberry, Hem-Fir, Ponderosa Pine, Lodge Pine, Larch and Poplar) will not be acceptable.
- F. All cross ties shall be Douglas Fir AREMA grade five (5), or approved equal, and shall come with end plates.

## 3. QUALITY AND FABRICATION

- A. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, and large or numerous holes or knots.
- B. Ties shall be straight, well sawed, square cut at the ends, have bottom and top parallel, and have bark entirely removed.
- C. The AREMA Manual Part 3, Section 3.1.1.4 "Inspection" shall govern defect type, size, and location for determining acceptability of material.
- D. Kerf marks shall be 1/8' located on the top "sap side" of the cross tie.
- E. Kerf mark location as measured from end of tie shall be as follows:

<u>Cross Tie Length</u>	<u>Distance for Cross Tie End</u>
8 Feet	16 Inches
8 Feet, 6 Inches	19 Inches
9 Feet	22 Inches
10 Feet	28 Inches
11 Feet	28 Inches
12 Feet	28 Inches
13 Feet	28 Inches
14 Feet	28 Inches
15 Feet	28 Inches

#### 4. DESIGN

- A. Standard cross ties shall be eight (8) feet six (6) inches in length. Standard cross ties and contact rail ties shall measure seven (7) inches deep by nine (9) inches wide in cross section. Additional sizes (9) nine feet through (15) fifteen feet in length shall also measure seven (7) inches deep by nine (9) inches wide.
- B. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inches thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

#### 5. MACHINING, INCISING, AND ANTI-SPLITTING DEVICES

- A. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual Section 3.6.2 "Preparation of Material Prior to Treatment (1995)".
- B. Dowels or nail plates only shall be used. Strip irons shall not be acceptable. Nail plates shall measure six (6) inches by eight (8) inches. Dowels shall be steel; either three (3) or four (4) fluted and shall be one half (1/2) inch in diameter with three-eighths (3/8)-inch root diameter. Dowels shall be eight and three-quarters (8 <sup>3</sup>/<sub>4</sub>) inches long.
- C. Dowels or nail plates shall be applied to each of each tie in accordance with AREMA Manual Section 3.1.6 "SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES", and Section 3.1.7 "APPLICATION OF ANTISPLITTING DEVICES".
- D. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 "SPECIFICATIONS FOR MACHINING CROSS TIES (2014)".

#### 6. CONDITIONING AND SEASONING

- A. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air drying, Boulton Drying, or vapor drying.
- B. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)". The process shall reduce the moisture content of Douglas Fir to a level of fifty (50) percent or less.

**7. TREATMENT**

- A. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in conformance with the AREMA Manual Part 3, Section 3.7.2. "TREATMENT (2002)," or approved equal.
- B. Treatment shall be by the full-cell process to obtain the maximum net retention. Retention shall be eight (8) lbs./cubic ft min. or refusal.

**8. MARKING, BUNDLING, AND DELIVERY**

- A. Ties shall be marked prior to preservative treatment. Ties shall be branded in the middle top surface with symbols that indicate the year of manufacture and the identity of the plant.
- B. Ties shall be bundled with steel strapping twenty (20) to the bundle and shipped in groups according to type, size and length. Timbers cross ties and switch ties shall be carefully handled to avoid damage in accordance with AREMA MRE, Chapter 30. Tie deliveries shall be made by flatbed truck.
- C. The delivery locations shall be at San Diego Trolley 1341 Commercial Street San Diego CA 92113. The Contractor shall notify the MTS Project Manager five (5) calendar day prior to delivery of crossing ties.
- D. All orders must be delivered in a timely manner. MTS has determined that 90 calendar days or less from the date of Notice to Proceed (NTP) is a satisfactory time for delivery. All orders must be delivered complete within this time frame unless otherwise approved by MTS.

**9. INSPECTION AND CERTIFICATION**

- A. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the Specifications. Green wood inspection prior to treating and end plating is preferred. Additional inspection after delivery may be made to ensure ties conform to the Specifications.
- B. The Manufacturer shall furnish, for each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

**10. MEASUREMENT AND INVOICE PAYMENT**

- A. Measurement of acceptable materials shall be the actual number of each timber tie manufactured and delivered in accordance with the specifications.
- B. Payment shall be made for each timber tie delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.
- C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.
- D. MTS shall process the invoice for payment within thirty (30) days of the final invoice approval date. Contractor shall reference the MTS purchase order number on the invoice, attach an itemized invoice along with supporting delivery receipts to the following address, and email to [AP@sdmts.com](mailto:AP@sdmts.com).

- E. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment. Contractors must also indicate if any of the invoiced amount is for 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 of the Standard Conditions.

## 11. PAYMENT TERMS

Unless otherwise stated in the specifications or bid forms, one hundred (100%) of the contract price for each unit or units of material or equipment furnished and delivered under these specifications, will be paid to the Contractor within thirty (30) days after delivery to and acceptance by MTS of the unit or units ordered, as herein provided, and after the statements covering the unit or units have been presented to MTS by the Contractor.

Cash discounts as shown on the bid form shall be accepted at the option of 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.**

## 12. BUY AMERICA

This scope of work may trigger Buy America and/or Build America Buy America requirements, which apply to construction materials, manufactured products, rolling stock, iron and steel. The below list of definitions and examples is not exhaustive and is only to be used as illustrative and a guidance tool for Contractor compliance.

### 12.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

### 12.2. MANUFACTURED PRODUCT

Per IJJA Section 70912 (2)(B), all manufactured products used in the project must be produced in the United States. Examples for manufactured products provided per Appendix A to 49 CFR 661.3 include: Infrastructure projects not made primarily of steel or iron, including structures (terminals, depots, garages, and bus shelters), ties and ballast; contact rail not made primarily of steel or iron; fare collection systems; computers; information systems; security systems; data processing systems; and mobile lifts, hoists, and elevators.

### 12.3. [NOT APPLICABLE] ROLLING STOCK

### 12.4. IRON OR STEEL

Per IJJA Section 70912 (2)(A), all iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Examples of iron and steel provided per Appendix A to 49 CFR 661.3 include: Items made primarily of steel or iron such as structures, bridges, and track work, including running rail, contact rail, and turnouts.

## 13. INVOICES

Invoices must be sent to the MTS Accounting Department, via email, at [ap@sdmts.com](mailto: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.

#### **4.14. MATERIAL SAFETY DATA SHEETS (MSDS)**

MTS retains the safety data sheets on an electronic database (currently CloudSDS). Upon award, Contractors shall email the MSDS for chemicals that any individuals may be exposed to, attention Ngan Nguyen, MTS Environmental Health and Safety Specialist at [Ngan.Nguyen@sdmts.com](mailto:Ngan.Nguyen@sdmts.com) to upload into the database. The Contractor shall notify the MTS Environmental Health and Safety Specialist if there are changes or updates to the MSDS during the term of the contract to ensure the MTS database is kept updated throughout the contract

#### **15. WARRANTY**

Bidders shall outline in detail their warranty on the equipment offered, including the method of adjustment in cases of equipment, component or parts failure. Warranty shall also be stated for installation labor, materials, and method of adjustment.

#### **16. REPLACEMENT PARTS**

Replacement parts and technical support for the specified equipment must be guaranteed by the manufacturer; to be available for a ten (10) year period from the date of purchase. Manufacturer shall keep parts books and maintenance manuals up-to-date for that period.

#### **17. DELIVERY AND ACCEPTANCE**

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to SDTI, 1341 Commercial Street, San Diego, California 92113 unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

Contractor shall indicate delivery date on the Bid Form unless already specified, in which case, shall be made within the time set forth. Delivery is part of the consideration and must be adhered to as specified.

Contractor will not be held liable for failure to make delivery because of strikes, construction of property, governmental regulations, acts of God or any other causes beyond his control, provided a written extension of time is obtained from MTS.

Upon delivery, MTS will acknowledge receipt of said items or products. Delivery shall not constitute acceptance. Upon inspection and testing (if necessary) by MTS, a determination will be made whether said items or products are in conformance with contract requirements. If found in conformance, MTS shall approve the Contractor's invoice for payment; thereby constituting acceptance. Payment terms begin from this point. If the delivered items or products are found not in compliance, MTS will immediately notify the Contractor, and furnish all details of deficiencies.

Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS), and resubmit for inspection and testing (if necessary).

18. **[NOT APPLICABLE] LIQUIDATED DAMAGES**
19. **[NOT APPLICABLE] ACQUISITION OF ROLLING STOCK**

**L1651.0-24  
Railroad Ties  
ATT 1 - Bid Form**

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

All order must be delivered in a timely manner. MTS has determined that 90 calendar days or less from the date of Notice to Proceed (NTP) and/or Purchase Order (PO) is a satisfactory time for delivery. All orders must be delivered complete within this time frame unless otherwise approved by MTS.

**Bidder to check one:**

<b>YES</b>	Yes, I can meet the 90 calendar days or less delivery date from date of NTP
	No, I cannot meet the 90 calendar days or less delivery date from date of NTP
If no, in how many calendar days can you delivery to MTS?	

#	Description	*Est. # of Ties	**Unit Cost	**Extended Total
1	Wood tie 8' douglas fir w/end plate 7"x9"x8'	1400	\$ 108.00	\$ 151,200.00
2	Wood tie 9' douglas fir w/end plate 7"x9"x9'	50	\$ 108.00	\$ 5,400.00
3	Wood tie 10' douglas fir w/end plate 7"x9"x10'	50	\$ 108.00	\$ 5,400.00
4	Wood tie 11' douglas fir w/end plate 7"x9"x11'	50	\$ 108.00	\$ 5,400.00
5	Wood tie 12' douglas fir w/end plate 7"x9"x12'	10	\$ 108.00	\$ 1,080.00
6	Wood tie 13' douglas fir w/end plate 7"x9"x13'	10	\$ 108.00	\$ 1,080.00
9	Total Delivery Cost (If applicable)			
10	<b>Overall Total (Basis for Award to Determine Lowest Bidder)</b>			<b>\$ 169,560.00</b>

\*These estimates are for bidding purposes only, and do not reflect actual amounts or quantities to be used or ordered by MTS. The estimated quantities do not commit MTS to authorize any purchase. Actual usage may be more or less than estimated.

\*\*This cost excludes any taxes. Bidders should not include any tax as part of the bid cost. MTS will calculate CA sales tax and any lumbar taxes at PO issuance.

Tax (7.75%) \$13,140.90  
Overall Total (Basis for Award) \$182,700.90





**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

**Agenda Item No. 11**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Heating, Ventilation and Air Conditioning (HVAC) Preventative Inspection and Maintenance Services and As-Needed Repairs – 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. PWG372.0-23 (in substantially the same format as Attachment A), with Comfort Mechanical, Inc., a Small Business (SB), for HVAC preventative inspection and maintenance services and as-needed repairs for a three (3) year base period, with two (2) 1-year options for a total of \$715,596.93; and
- 2) Exercise the option years at the CEO’s discretion.

Budget Impact

The total cost of this contract is estimated to be \$715,596.93 (Attachment C) (\$413,619.87 for base period and \$301,977.06 for option periods).

The project will be funded as follows (FY 24 through FY 28 respectively):

Description	Funding Source/ Cost Center	Total Amount
San Diego Trolley, Inc. (SDTI) Operating Budget (Federally funded)	380016-545500	\$290,061.47
San Diego Transit Corporation (SDTC) Operating Budget (Federally funded)	331014-536500	\$394,219.66
Land Management (LM) Operating Budget (Locally funded)	791010-571250	\$31,315.80



DISCUSSION:

SDTI, SDTC and LM require the services of a contractor to perform HVAC preventative inspection and maintenance services and as-needed repairs, including minor to complex repairs on its Air Conditioning, Heating and Temperature Control Equipment units on various MTS buildings. This contract will cover “24/7” on-call repair service, and turn-key preventive maintenance and inspections for MTS buildings managed by SDTI, SDTC and LM. These preventative maintenance services are needed to ensure that HVAC equipment at MTS facilities and properties function properly, thus mitigating mechanical failure and costly repairs. The on-call repair services are needed to ensure equipment repairs, when necessary, are performed in a timely professional manner and lessen the impact of HVAC issues on both MTS employees and tenants.

MTS Policy No. 52, “Procurement of Goods and Services”, requires a formal competitive bid process for procurements exceeding \$150,000.00.

On August 4, 2023, MTS issued a Request for Proposals (RFP) for HVAC Preventative Inspection and Maintenance Services and As-Needed Repairs to interested parties. On September 1, 2023, a single proposal was received, as follows:

#	Proposer	Certifications
1	Comfort Mechanical, Inc.	SB

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.

Staff’s review of the technical proposal showed this proposer to be responsive and responsible to the requirements of the solicitation.

An evaluation panel was comprised of representatives from SDTI, SDTC, LM, and Finance departments. The proposal was evaluated based on the following criterion:

- |                                                        |            |
|--------------------------------------------------------|------------|
| 1. Qualifications and Experience of Firm or Individual | 30%        |
| 2. Staffing, Organization, and Management Plan         | 25%        |
| 3. Proposed Work Plan                                  | 25%        |
| 4. Cost/Price                                          | <u>20%</u> |
| Total                                                  | 100%       |

After the initial evaluation, the evaluation panel determined Comfort Mechanical, Inc.’s proposal to be competitive. MTS requested a Best and Final Offer (BAFO) from Comfort Mechanical, Inc., and the panel re-evaluated the BAFO submission per the RFP requirements.

The following table represents the proposers final score following their best and final offer:

Proposer Name	Technical Score	Cost Score	Total Score (Tech + Cost)	Ranking
Comfort Mechanical	64.00	20.00	84.00	1

Based on the panel's evaluation of the technical proposal and assessment of price, MTS staff has determined that Comfort Mechanical, Inc. provided an advantageous proposal that fulfills MTS's requirements as outlined in the RFP. In comparison to MTS's Independent Cost Estimate (ICE) totaling \$459,093.76, staff determined that inflationary factors within this specific industry has been relatively significant and the primary factor for the large variance to the ICE.

Therefore, staff recommends that the MTS Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. PWG372.0-23 (in substantially the same format as Attachment A), with Comfort Mechanical, Inc., a SB, for HVAC preventative inspection and maintenance services and as-needed repairs for a three (3) year base period, with two (2) 1-year options for a total of \$715,596.93; 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](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Draft Agreement, MTS Doc. No. PWG372.0-23  
B. Scope of Work  
C. Cost Form



# Metropolitan Transit System

## STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWG372.0-23

### HVAC PREVENTATIVE INSPECTION AND MAINTENANCE SERVICE AND AS-NEEDED REPAIRS

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

Name: Comfort Mechanical Inc. Address: 10740 Kenney Street, Ste 405  
Santee, CA 92071  
 Form of Business: Corporation  
 (Corporation, Partnership, Sole Proprietor, etc.) Email: sean@comfortmechanical.com  
 Telephone: 619-449-3886

Authorized person to sign contracts	<u>Sean Caviness</u>	<u>President</u>
	Name	Title

The Contractor agrees to provide services with 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 three (3) base years and two 1-year option years, exercisable at MTS's sole discretion, for a total of 5 years. Base period shall be effective January 1, 2024 through January 1, 2027 and option years shall be effective January 1, 2027 through January 1, 2029, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract (inclusive of CA 7.75% sales tax) shall not exceed \$413,619.87 for the base years and \$301,977.06 for the option years, for a contract total not to exceed \$715,596.93 without the express written consent of MTS.



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

## **5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

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### **5.1. SCOPE**

This contract shall cover “24/7” on-call repair service, and turn-key preventative maintenance and inspections of the heating, ventilation, and air conditioning (HVAC) systems for MTS, Trolley (SDTI), Transit (SDTC) and Land Management (LM) buildings and facilities. Contractor shall provide a comprehensive level of preventative maintenance as outlined in these specifications.

### **5.2. DURATION OF AGREEMENT**

The base contract term shall be for a period of three (3) years with two (2) optional one-year extensions. The one (1) year extensions are exercisable at the sole discretion MTS.

### **5.3. GENERAL REQUIREMENTS**

Products, parts, and accessories furnished under this contract will be guaranteed against any defects due to faulty material and/or workmanship for a period of one (1) year from date of repair and/or installation.

In addition to manufacturer’s standard warranties, the Contractor shall guarantee to make replacement of defective parts or material, and correction of defective workmanship, including labor, materials, and shipping charges involved, at no additional cost to MTS for a period of one (1) year from date of repair and/or installation.

Contractor’s technician must report to the MTS Facility Manager prior to performing services and after completion of services. Contractor shall not be compensated for any unauthorized work.

### **5.4. HVAC INSPECTION AND PREVENTIVE MAINTENANCE SERVICES AND SCHEDULE**

Each location, listed in Attachment A, shall receive inspection and thorough preventative maintenance as required herein. Maintenance intervals shall be determined by manufacturers’ recommendations, usage, run-time intervals, and schedule listed herein unless otherwise noted. A schedule of maintenance services shall be submitted to each MTS designated representative, two (2) weeks prior to commencement of service.

Contractor shall provide full service maintenance for all equipment and/or systems, including temperature controls, for each of the buildings listed.

All normal wear and replacement parts (filters, belts, grease, oil, consumables, etc.) and labor necessary to provide preventative maintenance shall be provided by the Contractor at no additional cost to MTS.

Contractor shall perform periodic tests and adjustments to ensure efficient and reliable operation of other major components of all equipment. The inspection frequency is quarterly which equates to four (4) visits a year for maintenance.

The following list of preventive maintenance tasks are to be used as minimum requirements only. The Contractor shall perform the necessary preventative maintenance as recommended by the manufacturer of the equipment and shall incorporate as minimum the following checks and functions into their work schedule:

#### **5.4.1 TEMPERATURE CONTROL DEVICES (QUARTERLY)**

- a. Thermostats and Temperature Controller Devices.
- b. Check and monitor TD (temperature differential) quarterly. Document findings on A/C housing inner door.
- c. Calibrate as necessary.
- d. Check general condition.
- e. Review sequence of operation.

#### **5.4.2 CONTROL VALVES (SEMI-ANNUAL)**

- a. Clean stems.
- b. Check packing for leaks.
- c. Lubricate packing as required; replace if required.
- d. Check for proper seating; replace if required.
- e. Check for proper shut-off.
- f. Check operator diaphragm (pneumatic).
- g. Check general condition/operation.

#### **5.4.3 MIXING BOXES AND VARIABLE AIR VOLUME TERMINAL UNITS (QUARTERLY)**

- a. Inspect box for ductwork connection.
- b. Lubricate and adjust dampers and linkage.
- c. Verify operation of control.

#### **5.4.4 RELAYS (SEMI-ANNUALLY)**

- a. Inspect relay to insure proper operation.

#### **5.4.5 DAMPERS**

- a. Check for proper operation and adjust/repair as needed (semi-annually)
- b. Lubricate dampers, linkage, etc. (quarterly)

#### **5.4.6 REFRIGERATION COMPRESSORS (QUARTERLY - EXCEPT AS NOTED)**

- a. Using a gas analyzer, test the refrigerant of all AC systems and stages, and provide electronic copy of report on state and condition of refrigerant to MTS PM.
- b. Check oil level and condition of oil
- c. Check for oil leaks
- d. Check refrigerant charge condition through sight glass each visit.
- e. Check for unusual noise and vibration each visit.
- f. Check refrigeration compressor and refrigeration piping for leaks
- g. Check operation of safety and capacity controls for proper operation, including high- and low-pressure cut-outs (semi-annually)
- h. Mega-ohm motor and record (annually) and provide electronic copy of report on state and condition to MTS PM.
- i. Perform oil analysis on chiller/compressor. (annually) and provide electronic copy of report on state and condition to MTS PM.

**5.4.7 EXPANSION VALVES (QUARTERLY)**

- a. Check all valves for evidence of sticking.
- b. Check expansion valve bulb to ensure it has proper contact with suction line.
- c. Check operation of all solenoid valves.

**5.4.8 EVAPORATORS**

- a. Clean tubes (bi-annually).
- b. Inspect tubes of fins (annually)
- c. Clean fins as required by manufacturer.
- d. Check for rust and scale (quarterly).
- e. Check paint and repair as needed (quarterly).

**5.4.9 AIR HANDLERS AND EXHAUST FANS (QUARTERLY)**

- a. Check blower mounting and tighten, if necessary.
- b. Check shaft alignment to motor.
- c. Check blower pulley for security to shaft.
- d. Check blower belt for condition and tension. Adjust or replace.
- e. Lubricate fan shaft bearings, dampers, and motor bearings.
- f. Inspect tension on drive and fan belts, and change as needed.
- g. Check blower scroll for dirt and clean.
- h. Check housing for rust and repair as necessary.
- i. Clean coil faces.
- j. Inspect coil for leaks.
- k. Provide chemical high-pressure coil cleaning on all units (annually).
- l. Cleaning solutions must not be discharged into the roof drains.
- m. To comply with Storm Water Regulations, cleaning solutions shall be collected and delivered to the MTS Facility Manager for proper disposal.
- n. Purge drain line (condensate pan)
- o. As needed, treat and sanitize the package units, condensate pans, and drain lines with ammonia biocide tablets
- p. Verify operation of automatic controls.

**5.4.10 ELECTRIC MOTORS (QUARTERLY EXCEPT AS NOTED)**

- a. Check motor mounting and tighten, if necessary.
- b. Check belt and replace as needed.
- c. Check belt tension, and adjust as necessary
- d. Check motor pulley for security, alignment and tighten, if necessary.
- e. Check bearing wear.
- f. Check condition of wiring and conduit.
- g. Check motor for excessive heat and noise.
- h. Check air passages and windings (i.e., clean away dust).
- i. Check starter and contacts.
- j. Lubricate motor bearing as required.



- k. Measure current draw and record (semi-annually)
- l. Record mega-ohm reading (annually).

**5.4.11 AIR FILTERS (QUARTERLY)**

1. Change filters when the pressure drop across the filters exceeds the recommended allowable drop. The media used for replacement shall be equal to or exceed the efficiency rating of MERV-13.
2. For all Heat and Ventilation (HV) units, one-inch (1”) metal framed link filters shall be used.
  - a. These filters shall be capable of operating in one hundred (100%) percent humidity and have a UL Class 2 Rating.
  - b. Contractor is advised to use the technical specifications for Grainer item number 6B800 as the minimum filter quality specifications.
  - c. Filter sizes may vary; however, the filter material and quality shall meet minimum specifications.

**5.4.12 PUMPS (HEATING, COOLING, CONDENSER WATER, ETC.) (ANNUALLY)**

- a. Inspect for vibrations, unusual noises, odors, etc.
- b. Inspect mounting points for secureness and tighten.
- c. Inspect packing; adjust to slow drip if necessary.
- d. Inspect mechanical seal.
- e. Verify flow in sealing/flushing line.
- f. Lubricate coupling.
- g. Lubricate motor bearings.
- h. Inspect motor windings for dirt buildup.
- i. Clean ventilation openings (grills and/or screens).
- j. Visually inspect coupling
- k. Inspect wiring for secureness and damage, and record condition.
- l. Test motor at starter and record reading.
- m. Clean enclosure.
- n. Tighten terminal connections at starter.
- o. Inspect contacts for signs of wear, arcing, overheating, etc. and record condition.
- p. Measure operating amperage and record readings.

**5.4.13 COOLING TOWERS (ANNUALLY-EXCEPT AS NOTED)**

- a. Drain and clean
- b. Lubricate motor and fan bearings
- c. Check/adjust V-belts, replace as needed
- d. Check for operation (Semi-annually).

**5.4.14 PNEUMATIC CONTROLS (ANNUALLY)**

- a. Test and calibrate all room/terminal temperature sensors
- b. Inspect all pneumatic control devices such as damper and valve operators.
- c. Inspect pneumatic control devices such as damper and valve operators.

- d. Inspect pneumatic tubing for leaks, damage, etc.

#### **5.4.15 VARIABLE SPEED/VARIABLE FREQUENCY DRIVES (VFD) (ANNUALLY)**

- a. Inspect and tighten connections.
- b. Clean any dirt and/or dust.
- c. Ensure voltage to VFD is correct.

### **5.5. REPORTING**

Contractor shall maintain electronic records of all MTS HVAC equipment and work performed. Report listing the equipment location, total number of calls by location, date of service, summary of services performed, and cost paid by MTS for each service request.

Contractor shall provide and maintain, for each location, a service log to include the service reports as well as documenting all service and repairs performed on equipment, including refrigerant usage and onsite labor.

Provide an electronic report after each scheduled service, documenting all services performed and include any additional maintenance recommendations.

When the need for additional maintenance is noted during the quarterly mechanical inspection, a recommendation should be forwarded to the MTS Project Manager with a firm cost quotation for material, labor, and/or other anticipated expenses.

Upon completion of the maintenance, Contractor's technicians shall turn in full preventive maintenance reports of the problems found, if any, and work completed. Contractor shall provide a full report of each HVAC unit for each site to the designated MTS contact. The report shall include the estimated costs per each unit in need of repair. MTS may accept or decline the proposed repairs. Also, while performing the maintenance, if a unit is found not performing as designed, and is danger of a major failure, Contractor's technician shall immediately contact MTS, and request approval to disable the unit, so as to protect its components. Under no circumstances shall an HVAC unit be disabled without prior authorization from MTS. Contractor shall attempt to perform troubleshooting while onsite to bring this unit back to factory specifications. If Contractor is unable to bring the equipment back to normal operation during the visit, Contractor shall schedule the estimated time frame for the repairs with Project Manager prior to leaving the site. If a unit repair will take longer than 24 hours, Contractor shall provide temporary unit(s) by the next business day, or sooner at the direction of the Project Manager for critical infrastructure and equipment. MTS solely determines what is critical infrastructure and equipment.

### **5.6. AS-NEEDED REPAIR SERVICES**

Contractor shall supply all labor materials necessary to provide as needed repair services on a Time and Materials basis. Services may be requested 24 hours a day, seven (7) days a week including holidays. Contractor shall consider this when submitting its pricing.

#### General Requirements

- a. Contractor shall comply with all City, County, State, or Federal building laws, regulations, and code requirements in the performance of their work.

- b. Contractor shall be responsible for diagnosing the problem and making the necessary repairs.
- c. Contractor shall only perform work that is approved by MTS. Approval by the MTS Project Manager is required prior to any work being performed.
  - o Prior to performing any repair services, Contractor shall provide a quote for the services to be performed. The quote shall include at minimum the following information:
    - Estimated hour(s) and hourly rate
    - At cost part(s) amount
    - Part percentage mark up
    - Date the service is to be performed and completed
  - o Any work in excess of \$5,000 requires approval from MTS Procurement prior to commencement of services. During the term of the agreement, funds allocated each year in the bid form for as-needed parts, labor and equipment may be utilized interchangeably within each calendar. For example, MTS may, if necessary, utilize funds from Year 2 to pay for as-needed services provided in Year 1 of the agreement, or vice-versa.
- d. Contractor shall perform and complete each work order in the agreed upon manner and time period. Work Order must include details such as name of Contractor representative, time of arrival and departure, hours worked, nature of repairs made and parts used (if any).
- e. In the event of accidental site damage by the Contractor, Contractor shall be responsible to return the site to its original condition at no cost to MTS.
- f. Contractor shall remove all debris generated while making repairs, replacement, or installation and leave the work area clean, "broom swept" state.
- g. Unless otherwise stated, Contractor shall remove all equipment, materials, etc. as directed by MTS.
- h. Contractor is responsible for clarifying with the MTS Project Manager any questions regarding the work that is to be performed.
- i. All parts furnished in connection with repair of equipment shall be new and at least equal quality to the parts being replaced, and must be unconditionally guaranteed for a minimum period of 1 year or manufacturer's warranty, whichever is longer.
- j. All equipment removed or salvaged in conjunction with replacements (other than cabling and wires) must be returned to MTS Storeroom within five (5) days, along with a packaging slip describing where the parts were taken from, who replaced them under what work order number(s), and what parts were being replaced. MTS parts clerk must receive and sign off on all packing slips in person. Upon award MTS will inform the Contractor the location and contact information for the returns.
- k. Contractor shall be paid only for time spent on the premises performing the services required under the contract. All estimated travel subsistence costs (i.e. mileage, fuel surcharge, etc.), are to be absorbed, amortized, and incorporated into the Proposer's fully burdened per hour rates as set forth in the Cost/Price Proposal Forms.

- I. A copy of the work order must be attached to the corresponding invoice for the services.

Normal Response (Non-Emergency)/Out-of Scope Repair Services:

1. Such repairs, while not fitting the definition of an “emergency”, shall be responded to within twenty-four (24) hours to prevent disruption of service.
2. Out-of-scope repair services are defined as services required due to vandalism or intentional misuse by anyone other than Contractor’s employees, agents, or subcontractors.

Emergency/Out-of-Scope Repair Services:

1. Contractor shall respond to requests for emergency repair services within one (1) hour.
2. Emergency repair services are defined those services required to correct an inoperable or unsafe condition, which if left in such condition, may cause serious injury or damage or which causes MTS to be in non-compliance Federal, State, or Local laws and regulations.

### 5.6.1 HOURLY RATES

All estimated travel subsistence costs (i.e. mileage, fuel surcharge, etc.), projected to be utilized by the Contractor during the term of performance of any resultant Contract are to be absorbed, amortized, and incorporated into the Proposer’s fully burdened unit per hour rates as set forth in the Cost Proposal Form.

- i. Emergency and Non-Emergency Call Back Services shall be billed at the labor rates as set forth in the Cost/Price Proposal for the following categories:
  - a. Non-Emergency Response
  - b. Emergency Response

### 5.7. REPLACEMENT PARTS

In the event that the Contractor needs to purchase replacement parts (not covered in the scope of the contract) to repair equipment, parts, materials, and supplies shall be reimbursed by MTS based on actual costs plus the mark up expense provided in the bidder’s proposal. The maximum material/part mark-up expense allowed shall not be more than 3%.

Contractor must attach supporting documentation that proves actual purchase price of parts with the invoice to show actual cost paid/final sale for parts or materials obtained from its suppliers.

Contractor shall also certify that the original equipment manufacturer's major components and other special parts, not stocked locally, can be delivered within forty-eight (48) hours should emergency conditions warrant. Any such deliveries shall, however, be at no additional cost to MTS.

### 5.8. REMOTE AC UNITS

In the event that the Contractor needs to rent a remote/portable AC unit, contractor shall be reimbursed by MTS based on actual costs plus the percent provided in the bidder’s proposal. No

additional mark-ups on parts will be allowed. Contractor must attach supporting documentation with the invoice to show actual cost paid for equipment rental obtained from its suppliers. MTS anticipates that the range of the remote/portable AC units shall be 10000 BTU/h – 15000 BTU/h and 110v to provide sufficient cooling.

## 5.9. COMPLIANCE WITH LAWS AND CODES

In the performance of this contract, the Contractor agrees it will abide by all federal, state, and local laws, codes, rules and regulations set forth with regard to the equipment by municipal, state, or federal authorities having jurisdiction in effect on the date of this agreement.

## 5.10. MTS RIGHT TO INSPECT

MTS reserves the right to make such evaluations and tests as are necessary to ascertain that the requirements of this contract are being fulfilled. The MTS' Project Manager will conduct such evaluations and tests. Contractor shall furnish personnel and tools necessary to conduct such tests at no additional cost to MTS. These evaluations may be made on a quarterly basis (or on a more frequent basis as reasonably determined by MTS) during the term of this Contract. Any deficiencies found during any such evaluation shall be reported in writing to Contractor, and Contractor shall promptly correct any such deficiency at Contractor's expense. If Contractor fails to diligently perform any required corrective work in a manner satisfactory manner to MTS within thirty (30) calendar days of Contractor's receipt of any such deficiency report (or sooner if the deficiency is, in MTS's opinion, of a nature that requires immediate correction), MTS may, in addition to any other remedies MTS may have, after thirty (30) calendar days written notice to Contractor, perform or cause to be performed all or any part of the corrective work described in the deficiency notice. Contractor shall reimburse MTS for any expenses incurred by MTS in exercising MTS' rights under this Section within ten (10) business days of receipt of MTS invoice therefor unless MTS elects to deduct the costs from any sum owed to Contractor.

Any requested tests will be provided, and any reported deficiencies will be corrected at Contractor's expense so long as the tests and deficiencies relate to the equipment being maintained by Contractor under this contract.

## 5.1. INVOICES

Invoices must be sent to the MTS Accounting Department, via email, at [ap@sdmts.com](mailto: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.

- Date of Service
- Type of equipment, description and location
- Cost breakdown of labor, parts/materials and tax
- PO/Contract number

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.

**5.2. MATERIAL SAFETY DATA SHEETS (MSDS)**

MTS retains the safety data sheets on an electronic database (currently CloudSDS). Upon award, Contractors shall email the MSDS for chemicals that any individuals may be exposed to, attention Ngan Nguyen, MTS Environmental Health and Safety Specialist at [Ngan.Nguyen@sdmts.com](mailto:Ngan.Nguyen@sdmts.com) to upload into the database. The Contractor shall notify the MTS Environmental Health and Safety Specialist if there are changes or updates to the MSDS during the term of the contract to ensure the MTS database is kept updated throughout the contract.

**5.3. NO RIGHT TO POST SIGNS**

The Contractor shall not post or otherwise affix signs, decals or other media on MTS property or equipment, except as required to maintain safety during the course of repair or maintenance work. No permanent signs, decals, or other media may be installed without MTS's express written permission.

**5.11. ADDITION/REMOVAL OF EQUIPMENT/LOCATIONS**

MTS reserves the right to add or delete equipment and/or locations, to or from this contract during the term. Any addition or deletions shall be handled via a written modification to this contract.

MTS will notify Contractor of new equipment, if any, well in advance of HVAC maintenance service requirements. Contractor shall be required to provide these maintenance services within ten (10) working days after notification by MTS

### ATTACHMENT A – HVAC INVENTORY BUILDINGS

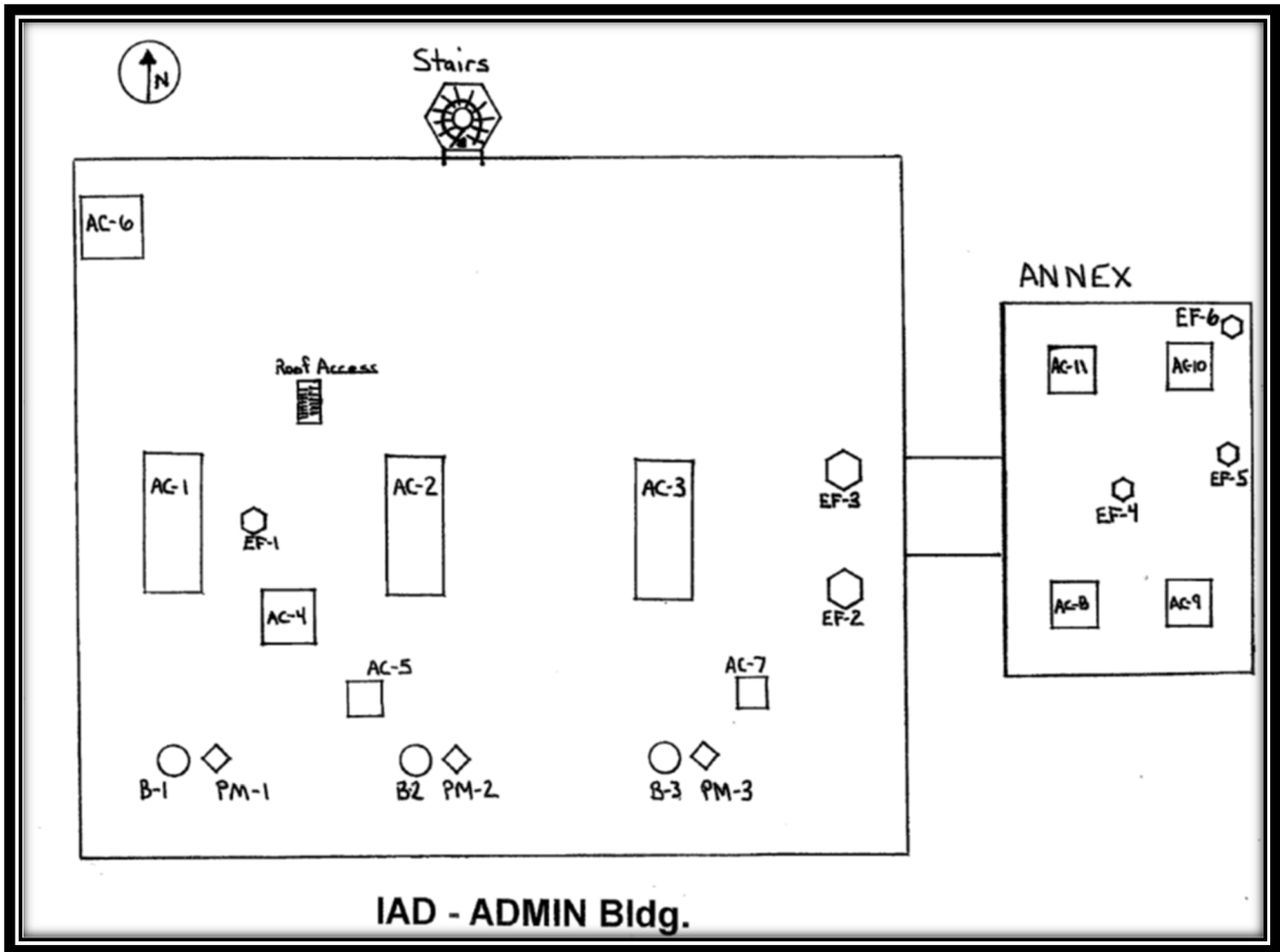
MTS reserves the right to add or delete equipment to or from this contract during the term. Any addition or deletions shall be handled via a written modification to this contract. MTS anticipates replacing the package units, and the heating units on the RAM building, as well as several package units at KMD.

MTS anticipates adding newly constructed trolley stations in the near future. Rolling of new station openings will be provided well in advance of additional elevator and escalator maintenance service requirements. Contractor shall be required to provide these maintenance services within ten (10) working days after notification by MTS.)

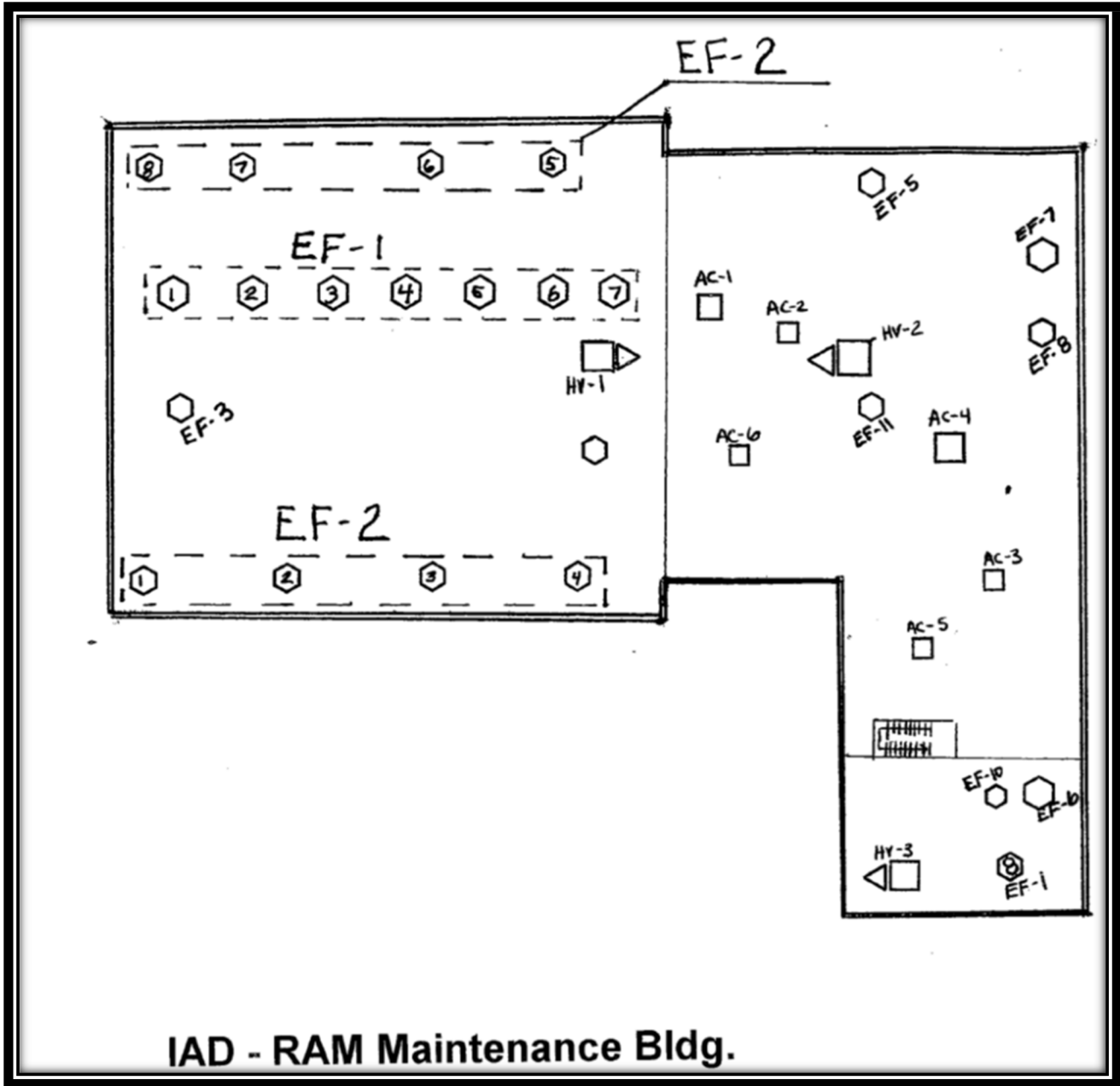
LOCATION	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
IAD Admin Bldg A/C - 1	Trane	SXHLF3040P48DLKD700100WU00J00000W0M8000	C15H05118	2015
IAD Admin Bldg A/C - 2	Trane	SXHLF3040P48DLKD700100WU00J00000W0M8000	C15H05116	2015
IAD Admin Bldg A/C - 3	Trane	SXHLF3040P48DLKD700100WU00J00000W0M8000	C15H05117	2015
IAD Admin Bldg Boiler unit 1	Raypak	1508406797	H3-0502B	2015
IAD Admin Bldg Boiler unit 2	Raypak	1508406798	H3-0502B	2015
IAD Admin Bldg Boiler unit 3	Raypak	1508406796	H3-0502B	2015
IAD Admin Bldg Boiler pump PM 1	B&G	E-60	375676 B22	2015
IAD Admin Bldg Boiler pump PM 2	B&G	E-60	172722LF	2015
IAD Admin Bldg Boiler pump PM 3	B&G	E-60	1EF138LF	2015
IAD Admin Bldg A/C IT room 1	Carrier	3413P02865	50TC D16A2A6A0A0A0	2014
IAD Admin Bldg A/C IT room 2	Carrier	3413P02866	50TC D16A2A6A0A0A1	2014
IAD Admin Bldg Lobby Unit #1	Trane	4TWR4018D1000AA	15382P0GBF	2014
IAD Admin Bldg Lobby Unit #2	Trane	4TWR4018D1000AA	15471U6WBF	2014
IAD Admin Bldg Lobby Air Handler	Trane	GAM5BOB30M21SBA	N/A	2014
IAD Admin Bldg A/C 7 Radio Room IT	Trane	THC102F4R0A060604000600000000D1000000000	153411645L	2015
IAD Annex A/C 8	Trane #1	582JE06B060A2A0AAA	1018C80451	1987
IAD Annex A/C 9	Trane #2	582JE06B060A2A0AAA	0917C82549	1987
IAD Annex A/C 10	Trane #4	580JE09D125A2A0ADA	2620P98753	1987
IAD Annex A/C 11	Trane #3	582JE06B060A2A0AAA	1018C80452	1987
IAD RAM A/C 1	Carrier	1300G20424	4BTJD005- BG11GA	2000

IAD RAM A/C 2	Carrier	1300G20192	4BTJe004-BG11GA	2000
IAD RAM A/C 3	Carrier	1300G20521	4BTJD009-BG11GA	2000
IAD RAM A/C 4	Carrier	1300G30584	4BTJD012-BG21GA	2000
IAD RAM A/C 5	Carrier	1300G20522	4BTJD006-BG11GA	2000
IAD RAM A/C 6	Carrier	1300G20523	4BTJD008-BG11GA	2000
IAD Svc Lanes A/C 14	Carrier	38YCA048	0494E11581	1994
IAD Admin Bldg Exhaust Fan Round EF-1	US Fan	USBR200H	QYD801701	1999
IAD Admin Bldg Exhaust Fan Round EF-2	US Fan	USBR200H	QYD801701	1999
IAD Admin Bldg Exhaust Fan Round EF-3	US Fan	USBR200H	QYD801701	1999
IAD Annex Exhaust Fan Round EF-4	US Fan	USBR200H	QYD801701	1999
IAD Annex Exhaust Fan Round EF-5	US Fan	USBR200H	QYD801701	1999
IAD Annex Exhaust Fan Round EF-6	US Fan	USBR200H	QYD801701	1999





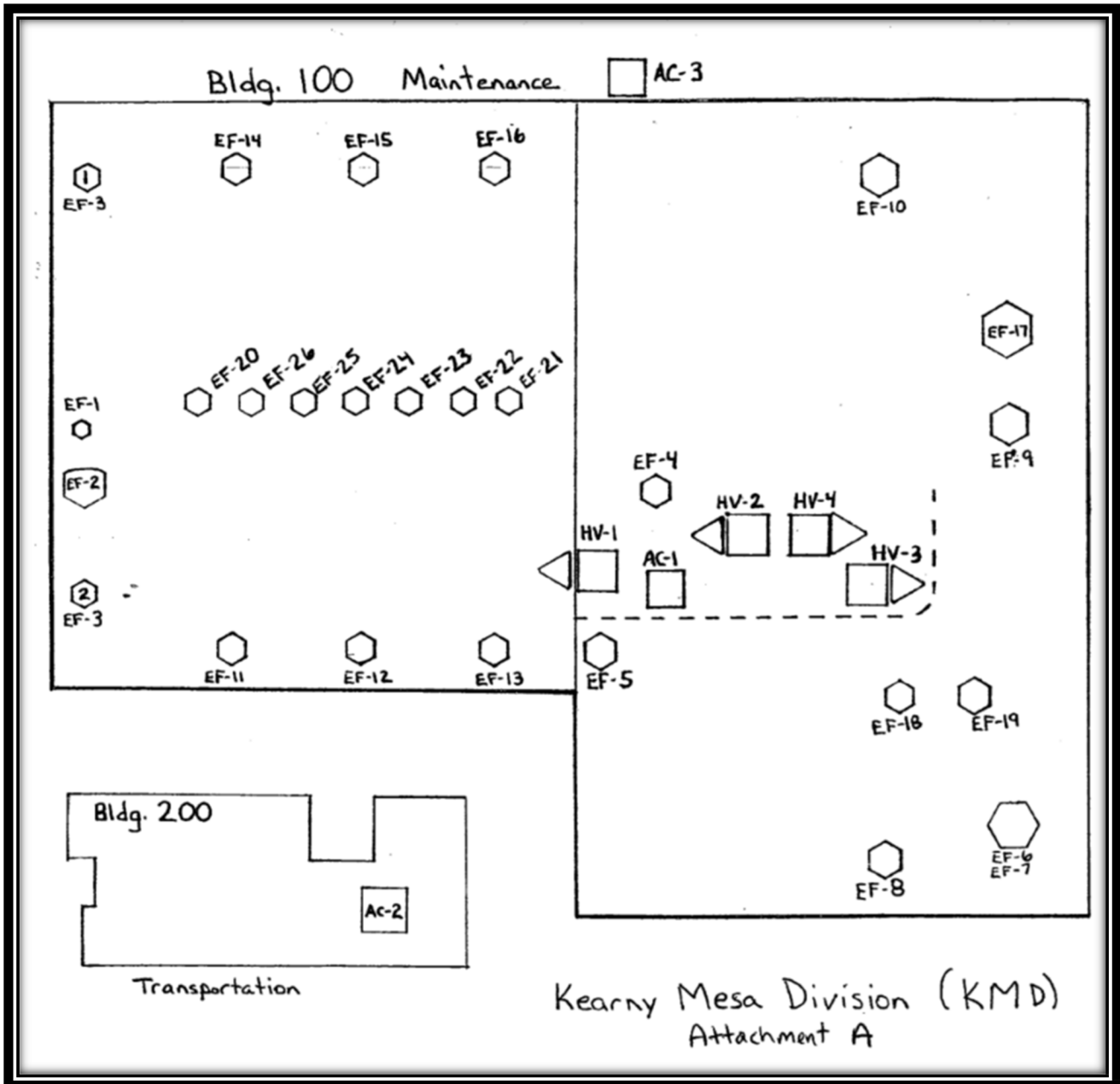
LOCATION	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM-Shop Exhaust Fan (EF-1)	US Fan	USBR200H	QYD801701	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM - Shop Emergency Fan Round (EF-2)	US Fan	USVP200E2	QYD801703	1999
RAM Shop LARGE Fresh Air Fan EF-3	US Fan	USBI27 A/10	N/A	1999
RAM Shop Exhaust Fan EF-4	US Fan	USVP165E1	N/A	1999
RAM office Exhaust fan EF-5	US Fan	USVP200	QYD801705	1999
Body shop large round ventilation fan EF-6	US Fan	USVP425M	OYD801706	1999
RAM office Exhaust fan EF-7	US Fan	USVP100E2	QYD801709	1999
RAM office Exhaust fan EF-8	US Fan	USVP100E1	QYD801708	1999
RAM office Exhaust fan EF-9	US Fan	USVP100E1	N/A	1999
RAM Body Shop Fresh Air fan EF-10	US Fan	USVBI-A/10	N/A	1999
RAM Shop Heater - HV-1	Weather Rite	TOT224HHL	53848A	2000
RAM Restroom Heater - HV-2	Weather Rite	TOT218HH	53848B	2000
RAM Body Shop Heater - HV-3	Weather Rite	TOT215HH	53848C	2000



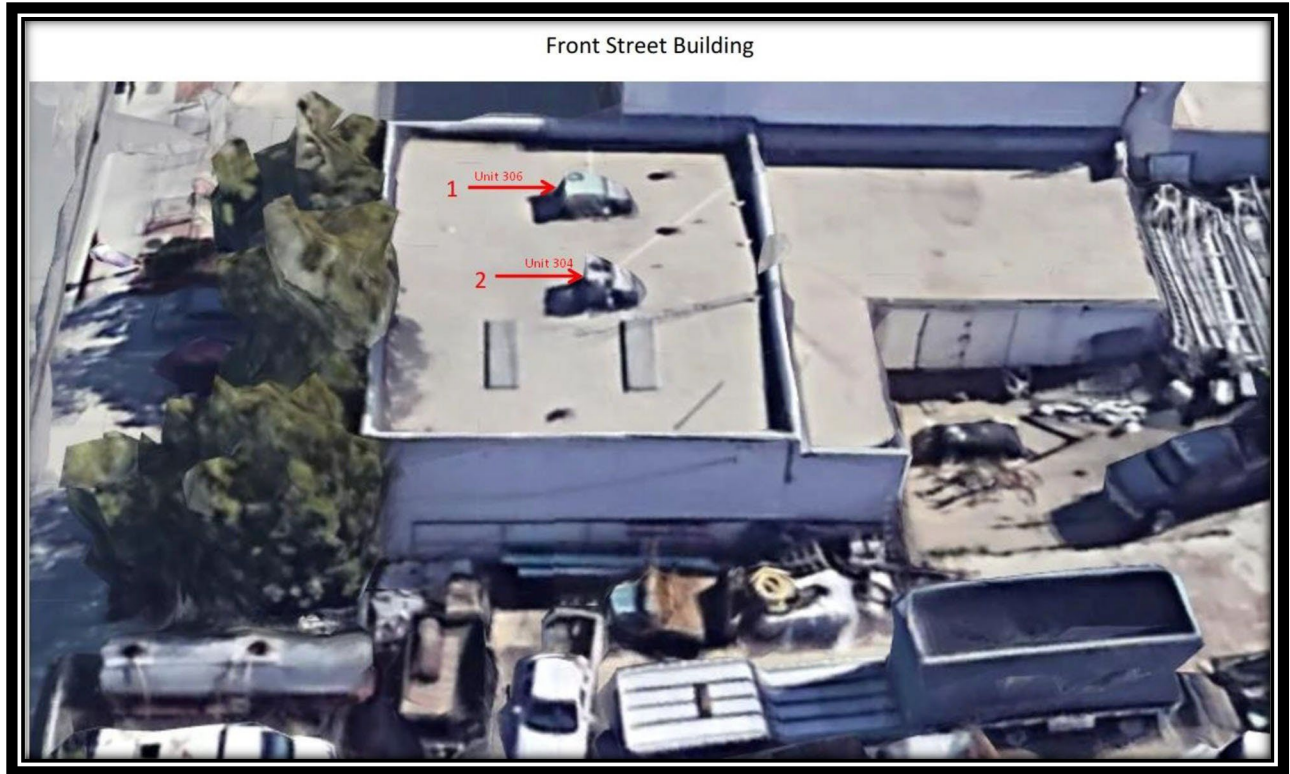
**IAD - RAM Maintenance Bldg.**

LOCATION - KMD	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
HV-1 Maint. Roof Top, Mid	Applied air	DEC-130-HRS	07-X2317002	2007
HV-2 Maint. Roof Top, Mid	Applied air	GHLIFR-250/85-HRB	07-X2317001	2007
HV-3 Maint. Roof Top,East	Applied air	UNKNOWN	3245-C	2007
HV-4 Maint. Roof Top,East	Applied air	DFC-122-HRS	07-X2317004	2007
AC-1 Maint. Roof Top, Mid	CARRIER	48HJN006-641	2607G50387	2007
Split unit-A Maint. Roof Top, (E) South	FUJITSU	AOU30RLXB	FSN017691	2019
Split unit-B Maint. Roof Top, (E) South	FUJITSU	AOU30RLXB	FSN019756	2019
EF-1 Maint. Roof Top (W)	UNKNOWN	Exhaust Fan	100C1B	1990
EF-2 Maint Shop W. Wall	UNKNOWN	Exhaust Fan	N/A	1990
EF-3 (1) Maint. Roof Top (W)		Exhaust Fan	135C2B	1990
EF-3 (2) Maint. Roof Top (W)		Exhaust Fan	135C2B	1990
EF-4 Maint. Roof Top, Mid	UNKNOWN	Exhaust Fan	180R53	1990
EF-5 Maint. Roof Top, Mid	UNKNOWN	Exhaust Fan	120C38	1990
EF-6 Paint Booth		Paint Booth Fan	N/A	1990
EF-7 Paint Booth		Paint Booth Fan	N/A	1990
EF-8 Maint. Roof Top€	UNKNOWN	Exhaust Fan	180C4B	1990
EF-9 Maint. Roof Top(E)	UNKNOWN	Exhaust Fan	180C4B	1990
EF-10 Maint. Roof Top€	UNKNOWN	Exhaust Fan	180C4B	1990
EF-11 Maint. Roof Top (W)	UNKNOWN	Exhaust Fan	180C4B	1990
EF-12 Maint. Roof Top (W)	UNKNOWN	Exhaust Fan	180C4B	1990
EF-13 Maint. Roof Top (W)	UNKNOWN	Exhaust Fan	180C4B	1990
EF-14 Maint. Roof Top (W)	UNKNOWN	Exhaust Fan	180C4B	1990
EF-15 Maint. Roof Top (W)	UNKNOWN	Exhaust Fan	180C4B	1990
EF-16 Maint. Roof Top (W)	UNKNOWN	Exhaust Fan	180C4B	1990
EF-17 Maint. Roof Top €	UNKNOWN	Exhaust Fan	N/A	1990
EF-20 Maint. Roof Top (E) EF-2	GREENHECK	SW-24-15-CW-UB	95K06487	1990
EF-19 Maint. Roof Top (E)EF-3	GREENHECK	SW-24-15-CW-UB	95K04297	1990
EF-27 Maint. Roof Top (W)EF-4	GREENHECK	SW-24-15-CW-UB	95K06479	1990
EF-21 Maint. Roof Top (W)EF-5	GREENHECK	SW-24-15-CW-UB	95K06480	1990
EF-22 Maint. Roof Top (W)EF-9	GREENHECK	SW-24-15-CW-UB	95K06484	1990
EF-23 Maint. Roof Top (W)EF-7	GREENHECK	SW-24-15-CW-UB	95K06482	1990
EF-24 Maint. Roof Top (W)EF-6	GREENHECK	SW-24-15-CW-UB	95K06481	1990
EF-25 Maint. Roof Top (W)EF-8	GREENHECK	SW-24-15-CW-UB	95K06483	1990
EF-26 Maint. Roof Top (W)EF-10	GREENHECK	SW-24-15-CW-UB	95K06485	1990

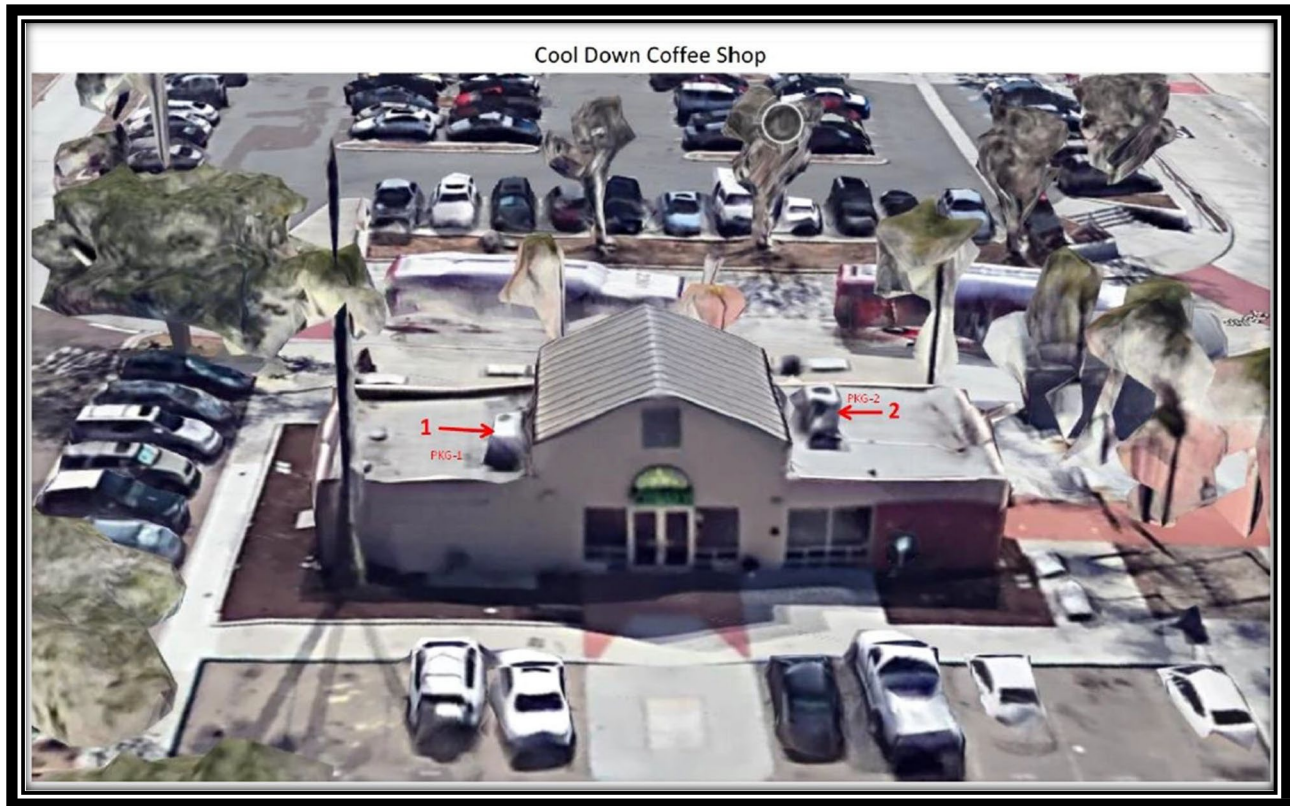
Split unit Service Lanes IT room	FUJITSU	AOU18CL	DCN123244	1995
Split unit Service Lanes Foreman	FRIEDRICH	MR18C3F	LFFC00412	1995
AC2A Building 200 Transportation	CARRIER	48HJDO17---6B1AA	4409U23546	1995



LOCATION	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
Front Street Building	Rheem	RQKA-A030JK000	5616F420115286	2001
Front Street Building	Day & Night	PHD336000K000C1	C111559667	2015



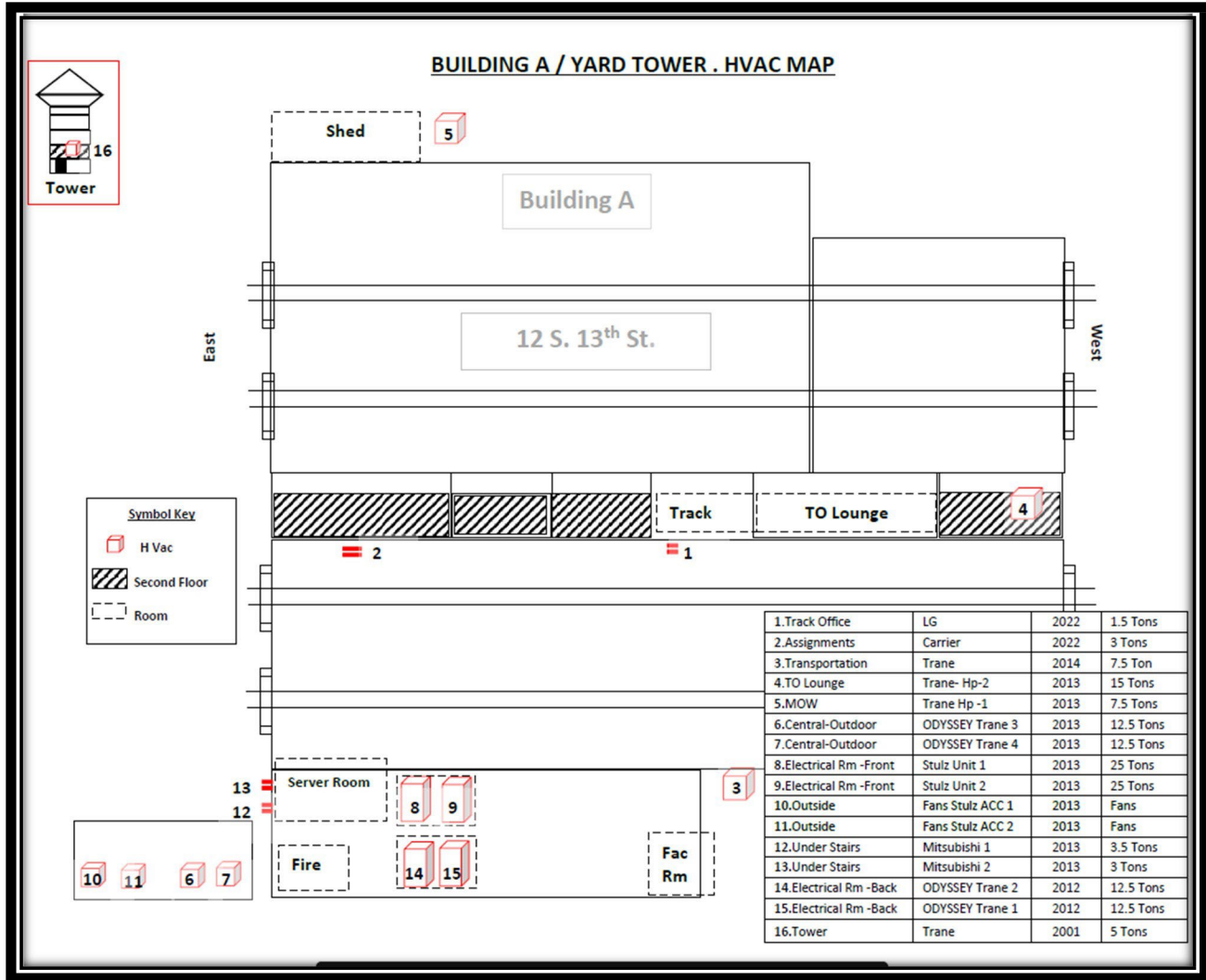
LOCATION	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
Cool Down Coffee Chula Vista	Trane	4WCC4030A1000AA	162714260L	2015
Cool Down Coffee Chula Vista	Trane	4WCC3024B1999AA	13041JM69H	2010



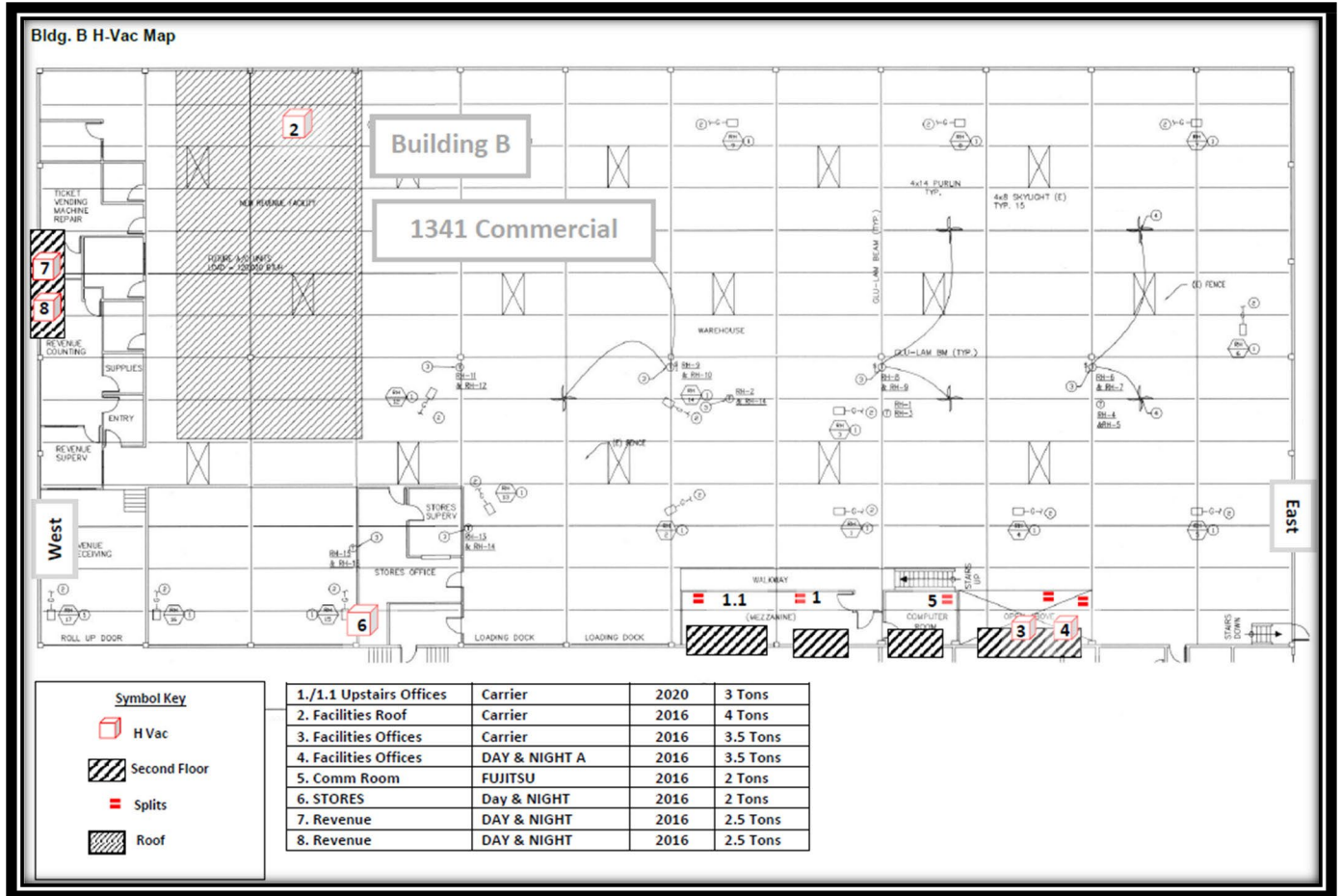
LOCATION Bldg. A 12th S. 13th St. 92101	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
Bldg. A/ Track Office	LG	LW1816HR	105HANKA3111	2022
Bldg. A /Assignments	Carrier	38MGRQ36D--3	2421V27953	2022
Bldg. A/ Transportation	Trane	WSC090E4R0A0J	141513227L	2014
Bldg. A/ TO Lounge	Trane Hp -2	WSH180E4R0A03	134610825D	2013
Bldg. A/ MOW	Trane Hp -1	WSC090E4R0A0H	134710112L	2013
Bldg. A/ Central-Outdoor- East	ODYSSEY Trane 3	TTA150E300AA	13052W2UYA	2013
Bldg. A/ Central-Outdoor- East	ODYSSEY Trane 4	TTA150E300AA	13075PK1YA	2013
Bldg.A/ Electrical Rm -Front	Stulz Unit 1	VFS-300DAR U EC	10016746	2013
Bldg.A/ Electrical Rm -Front	Stulz Unit 2	VFS-300DAR U EC	10016747	2013
Bldg. A/ Outdoor East	Fans Stulz ACC 1	SC5-312-DEC	10016748	2013
Bldg. A/ Outdoor East	Fans Stulz ACC 2	SC5-312-DEC	10016749	2013
Bldg. A/ Under East Stairwell	Mitsubishi 1	PUY-A42NHA4	0ZU00201A	2013
Bldg. A/ Under East Stairwell	Mitsubishi 2	PUY-A36NHA4	21U09389B	2013
Bldg. A/ Electrical Back Rm	ODYSSEY Trane 2	TWE150E300AA	12191TY2WA	2012
Bldg. A/ Electrical Back Rm	ODYSSEY Trane 1	TWE150E300AA	12134MF2WA	2012

LOCATION - Yard A - Tower	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
Yard A - Tower	Trane	SCAAB7560G01A11AU	T99L53714M	2001

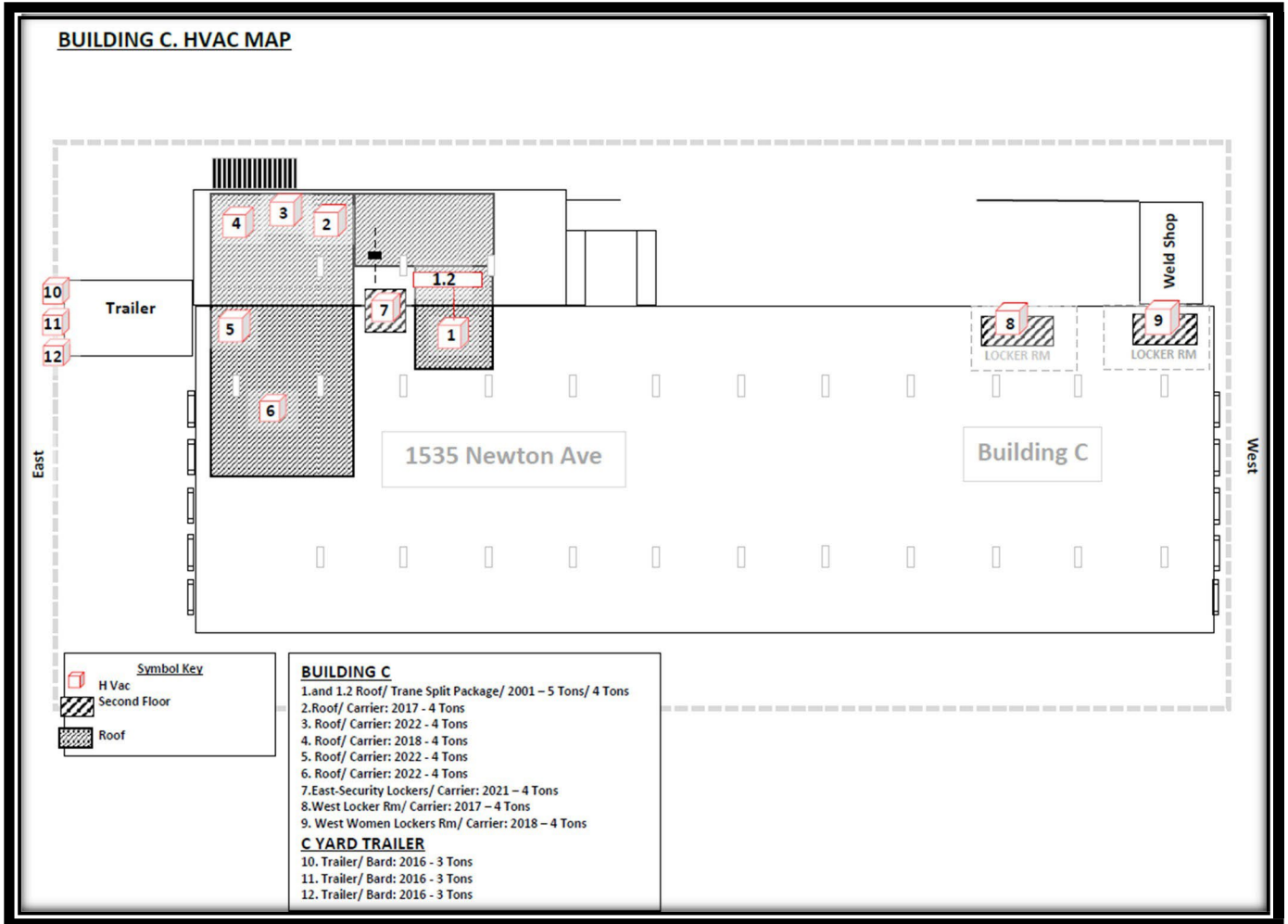




LOCATION -Bldg. B, 1341 Commercial St.92113	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
Bldg. B/ Upstairs Offices	Carrier	38MGRQ18B--3	2921V15233	2020
Bldg. B/ Facilities Roof	Carrier	48TCDA07A2A5A0A0A0	2616C80672	2016
Bldg. B/ Facilities Offices	Carrier	2HCD342A500	2016E26473	2016
Bldg. B/ Facilities Offices	DAY & NIGHT A	N4H342GHF	E151904458	2016
Bldg. B/ Comm Room	FUJITSU	ASU24RLB	FRA002246	2016
Bldg. B/ STORES	Day & NIGHT	PHR524000KTP0A1	C152209648	2016
Bldg. B/ Revenue	DAY & NIGHT	PHR53000KTP0A1	C154122841	2016
Bldg. B/ Revenue	DAY & NIGHT	PHR53000KTP0A1	C150423787	2016



LOCATION Bldg.C/1535 Newton Ave 92113	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
Bldg.C/ Roof	Carrier	48KCLA06A2A6A0A0A0	3017C52854	2017
Bldg.C/ Roof	Carrier	48TCDD08A2D6A0A0G0	1022P35870	2022
Bldg.C/ Roof	Carrier	48KCLA06A2A6A0A0A0	0718C78671	2018
Bldg.C/ Roof	Carrier	48FCGA06A2D6A0A0A0	0222C05806	2022
Bldg.C/ Roof	Carrier	48KCLA06A2A6A0A0A0	0718C78673	2018
Bldg.C/ Roof / Split	Trane	TTA060D400A1	Z343XBS3F	2001
Bldg.C/ Roof / Split	Trane	GFB A10GDK	C01H58019	2001
Bldg.C/ Security's Restroom	Carrier	48VLNC6009060	1921F49719	2021
Bldg.C/ Men's RR - west	Carrier	48KCLA06A2A6A0A0A0	3817C58457	2017
Bldg.C/ Women's RR - west	Carrier	48KCLA04A2A6A0A0A0	1518C72608	2018
LOCATION Yard C East 1535 Newton Ave	MANUFACTURER	MODEL #	SERIAL #	DATE INSTALLED
Trailer	BARD	M35H2-A05VP4XXX	309B163301108-02	2016
Trailer	BARD	M35H2-A05VP4XXX	309B163304346-02	2016
Trailer	BARD	M35H2-A05VP4XXX	309B163304351-02	2016





**BID FORM - HVAC Maintenance and As-Needed Repair Services**

Comfort Mechanical, Inc.

**Instructions: For Table I, please provide the quarterly lump sum price for servicing of each site's equipment.** For Tables I and II, please multiply the *Unit Price* by the corresponding estimated *Quantity* to determine the *Item Totals* for each Item for each Year. Please sum Item Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the mark up percentage (between 0-5%, rounding to the nearest hundredth) in the *% Mark Up* field for each year. Please multiply the mark up percentage by the *Annual Parts/Equipment Allowance* (Item 1) for each respective Year. The annual *As-Needed Materials/Parts* amount is the sum of Items 1 and 2 for each year. Please enter the sum of Years 1 through 3 in Tables II and III. Enter the *Subtotals* for Tables II and III base Years in the field provided below. Enter the *Subtotals* for Tables II and III option Years in the field provided below. The *Grand Total* is the sum of the *Subtotals* for Tables I, II & III.

Table I: HVAC MAINTENANCE AND REPAIR				Year One - 1/1/24 - 12/31/24		Year Two - 1/1/25 - 12/31/25		Year Three - 1/1/26 - 12/31/26		Optional Year 1 - 1/1/27 - 12/31/27		Optional Year 2 - 1/1/28 - 12/31/28	
Group	Item	Location	Annual Service Frequency	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
SDTI	1	Building A	4	\$ 2,912.00	\$ 11,648.00	\$ 3,116.00	\$ 12,464.00	\$ 3,365.00	\$ 13,460.00	\$ 3,466.00	\$ 13,864.00	\$ 3,570.00	\$ 14,280.00
	2	Building B	4	\$ 757.00	\$ 3,028.00	\$ 810.00	\$ 3,240.00	\$ 867.00	\$ 3,468.00	\$ 893.00	\$ 3,572.00	\$ 919.00	\$ 3,676.00
	3	Building C, Yard Tower, Paint Booth	4	\$ 1,220.00	\$ 4,880.00	\$ 1,305.00	\$ 5,220.00	\$ 1,396.00	\$ 5,584.00	\$ 1,438.00	\$ 5,752.00	\$ 1,481.00	\$ 5,924.00
SDTC	4	KMD Maintenance Building	4	\$ 2,837.00	\$ 11,348.00	\$ 3,035.00	\$ 12,140.00	\$ 3,246.00	\$ 12,984.00	\$ 3,344.00	\$ 13,376.00	\$ 3,444.00	\$ 13,776.00
	5	IAD Facility, Administration Building	4	\$ 5,397.00	\$ 21,588.00	\$ 5,775.00	\$ 23,100.00	\$ 6,179.00	\$ 24,716.00	\$ 6,364.00	\$ 25,456.00	\$ 6,555.00	\$ 26,220.00
	6	IAD Facility, RAM Building	4	\$ 2,238.00	\$ 8,952.00	\$ 2,395.00	\$ 9,580.00	\$ 2,563.00	\$ 10,252.00	\$ 2,640.00	\$ 10,560.00	\$ 2,719.00	\$ 10,876.00
LM	7	Cool Down Coffee Shop	4	\$ 211.00	\$ 844.00	\$ 226.00	\$ 904.00	\$ 242.00	\$ 968.00	\$ 249.00	\$ 996.00	\$ 256.00	\$ 1,024.00
	8	Front Street Building	4	\$ 228.00	\$ 912.00	\$ 244.00	\$ 976.00	\$ 261.00	\$ 1,044.00	\$ 267.00	\$ 1,068.00	\$ 275.00	\$ 1,100.00
<b>Table I Subtotals</b>					\$ 63,200.00		\$ 67,624.00		\$ 72,476.00		\$ 74,644.00		\$ 76,876.00

Table II: AS-NEEDED REPAIRS			Year One - 1/1/24 - 12/31/24		Year Two - 1/1/25 - 12/31/25		Year Three - 1/1/26 - 12/31/26		Optional Year 1 - 1/1/27 - 12/31/27		Optional Year 2 - 1/1/28 - 12/31/28	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Non-Emergency Rates	112	\$ 140.00	\$ 15,680.00	\$ 140.00	\$ 15,680.00	\$ 150.00	\$ 16,800.00	\$ 150.00	\$ 16,800.00	\$ 150.00	\$ 16,800.00
2	Emergency Rates	86	\$ 210.00	\$ 18,060.00	\$ 210.00	\$ 18,060.00	\$ 225.00	\$ 19,350.00	\$ 225.00	\$ 19,350.00	\$ 225.00	\$ 19,350.00
<b>Table II Subtotals:</b>				\$33,740.00		\$ 33,740.00		\$ 36,150.00		\$ 36,150.00		\$ 36,150.00

Table III: AS-NEEDED PARTS/EQUIPMENT			Year One - 1/1/24 - 12/31/24		Year Two - 1/1/25 - 12/31/25		Year Three - 1/1/26 - 12/31/26		Optional Year 1 - 1/1/27 - 12/31/27		Optional Year 2 - 1/1/28 - 12/31/28	
Item	Description	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	
1	Annual Parts Allowance		\$ 22,880.05		\$ 24,008.80		\$ 25,193.54		\$ 27,138.42		\$ 27,742.23	
2	Annual Temporary Portable Units Allowance	3%	\$ 10,500.00	3%	\$ 10,500.00	3%	\$ 10,500.00	3%	\$ 10,500.00	3%	\$ 10,500.00	
3	Parts/Equipment Markup		\$ 1,001.40		\$ 1,035.26		\$ 1,070.81		\$ 1,129.15		\$ 1,147.27	
<b>Table III Subtotals:</b>				\$ 34,381.45		\$ 35,544.07		\$ 36,764.35		\$ 38,767.57		\$ 39,389.49

<b>Subtotals Tables II and III Base Years:</b>	\$	<b>210,319.87</b>
<b>Subtotals Tables II and III Option Years:</b>	\$	<b>150,457.07</b>
<b>Grand Total</b>	\$	<b>715,596.93</b>

\*Bidders must use this bid form and provide the pricing for all the line items for the five (5) years. This will be the basis for award. Failure to do so may deem the bid nonresponsive.

\*Bidders are advised that the estimated allowances and hours are approximations for bidding purposes only. MTS estimates this to be its usage but does not guarantee these values. The actual allowances or hours may be more or less



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

## **Agenda Item No. 12**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Davra Network RuBAN Software Support and Development – Sole Source 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. G2795.0-24 (in substantially the same format as Attachment A), with Davra Networks (Davra), in the amount of \$1,288,800.00, for a period of three (3) base years, and two (2) one-year options for the provision of RuBAN software licensing support and development; and
- 2) Exercise the option years at the CEO's discretion.

**Budget Impact**

The total cost of this contract is estimated to be \$1,288,800.00. The project will be funded by Information Technology (IT) Operating Budget account 661010-571250.

**DISCUSSION:**

In 2015, MTS undertook a project to display next train arrival information on Variable Message Systems located at each trolley station. The project required software to identify the location of each trolley and predict when each train will arrive at each station. Since the project was implemented, various improvements and enhancements have been deployed. Davra's RuBAN software systems provide this software solution for next train arrivals, public address (PA) system announcements integration, automated passenger counting (APC), smart train sign programming, General Transit Feed Specification (GTFS) data, reports, and as an analytical tool for Light Rail Vehicle (LRV) operations and LRV maintenance staff. These information systems are a key communication link between transit operations and the traveling public.

Davra has developed and expanded the RuBAN platform to meet MTS needs and is responsible for support of all aspects of this platform. Davra is the only firm that can develop



and license the additional software enhancements to meet the continuing needs of MTS and support the current system in place. There are no other resellers of the RuBan platform software. In order to maintain the RuBAN platform in a state of good repair and continue to provide the real-time information, which our transit riders have come to expect and rely upon, it is necessary that Davra continue to provide operational support of the RuBAN platform.

Today's proposed action would approve the maintenance and licensing of the RuBAN platform and allow for the further development of the system for the next five (5) years.

Staff's Independent Cost Estimate (ICE) is based on the past software support and development purchase history with Davra. In comparison with the ICE amount of \$1,639,990.00 and the offer received, staff has determined that the agreed upon cost is fair and reasonable. The table below shows the savings by a comparison of MTS's ICE and Davra's quote.

ENTITY	CERTIFICATION	AMOUNT
MTS ICE		\$1,639,990.00
<b>Davra</b>	<b>N/A</b>	<b>\$ 1,288,800</b>
<i>MTS savings (MTS ICE vs Davra's quote)</i>		<i>\$ 351,190</i>

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

- 1) Execute MTS Doc. No. G2795.0-24 (in substantially the same format as Attachment A) with Davra, in the amount of \$1,288,800.00, for a period of three (3) base years, and two (2) one-year options for the provision of RuBAN software licensing support and development; 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](mailto:Julia.Tuer@sdmts.com)

Attachments: A. Draft Agreement MTS Doc No G2795.0-24  
B. Scope of Work  
C. Cost Forms





**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. G2795.0-24**

**DAVRA RUBAN SOFTWARE MAINTENANCE AND DEVELOPMENT**

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

Name: Davra Networks Address: 440 North Wolfe Road  
Sunnyvale CA 94085  
City State Zip  
Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.) Email: gerry.mcdonnell@davra.com  
Telephone: +353 (0) 85 174 4844

Authorized person to sign contracts Brian McGlynn Chief Operating Officer (COO)  
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 and Statement of Work (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Davra Networks User License Agreement (ULA) (Exhibit D), Forms (Exhibit E), and Policy 44C Travel Guidelines for Contractors (Exhibit F).

The contract term is for up to 3 base years and 2 option years, exercisable at MTS’s sole discretion, for a total of 5 years. Base period shall be effective December 1, 2023 through December 31, 2026 and option years shall be effective January 1, 2027 through December 31, 2028, if exercised by MTS.

All rates shall be firm and fixed for the first two (2) years. Thereafter, the rates shall only increase annually in an amount equal to the Consumer Price Index (CPI) for years 3 through 5, if exercised by Davra Networks. Any increase shall not exceed 3% per section 2.52 of the Standard Conditions (Exhibit C).

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$830,400.00 for the base years and \$458,400.00 for the option years, for a contract total not-to-exceed \$1,288,800.00 without the express written consent of MTS.

[Signatures on following page]



SAN DIEGO METROPOLITAN TRANSIT SYSTEM	DAVRA NETWORKS
<p>By: _____ Sharon Cooney, Chief Executive Officer</p> <p>Approved as to form:</p> <p>By: _____ Karen Landers, General Counsel</p>	<p>By _____</p> <p>Title: _____</p>

# 1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

---

## 1.1. INTRODUCTION

The San Diego Metropolitan Transit System (MTS) is seeking a qualified Contractor to provide software licensing support and development services to our existing implementation of the Davra RuBAN™ platform.

## 1.2. BACKGROUND

In 2015, MTS undertook a project to display next train arrival information on Variable Message Systems located at each trolley station. The project required software to identify the location of each trolley and predict when each train will arrive at each station. Since the project was implemented, various improvements and enhancements have been deployed. Davra Network's RuBAN™ software offers MTS a comprehensive train management system that not only predicts upcoming train arrivals but also seamlessly integrates with the public address (PA) system for announcements. Additionally, it harmonizes with our existing automated passenger counters (APCs) on trolleys to deliver instant insights into passenger numbers.

Through the Davra solution, MTS Central Control gains the ability to dynamically program train numbers on smart train signs in real time. This is facilitated by the connectivity between the solution and live train movements, generating Real-Time General Transit Feed Specification (GTFS-rt) data that aligns with our schedules.

Moreover, the Davra software solution serves as a multifaceted tool, providing both detailed reports and functioning as an analytical resource for Light Rail Vehicle (LRV) operations and maintenance personnel.

## 1.3. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

### 1. Existing Support

The continued maintenance and support of the existing project infrastructure. It includes costs related to troubleshooting, bug fixes, server maintenance, and user assistance.

- RuBAN™ Software Support
- APC Support – SDMTS Core: LRV Manager – Train Mgt App: Consist View & Status
- Cradlepoint Support – SDMTS Core: Router Agents Train Mgt App: Consist View & Status
- Service Alerts – GTFS-rt Service
- Base Platform License (Single Tenant)
- 123 Medium Device Licenses
- 180 High Device Licenses
- 19 High Device Licenses

### 2. System Enhancements and Reporting

This software support is dedicated to enhancing the current system's capabilities and improving reporting features.

- Reporting and Analytics
  - Excessive Dwell Times
  - Schedule Accuracy
  - Late Running Consists
- Enhancements
  - SDMTS Core Enhancements
  - Woojin Workaround

3. Extra Support (Missing ETAs)

This software support addresses the need for additional support to rectify missing Estimated Time of Arrival (ETA) data. It accounts for development efforts required to ensure accurate and timely ETAs for improved customer satisfaction.

- Missing Trip Detection
  - Missing trips
  - Disappearing trips
  - Inaccurate ETAs

**1.4. [NOT APPLICABLE] BUY AMERICA**

**1.5. INVOICES/PAYMENT**

Invoices must be sent to the MTS Accounting Department, via email, at [ap@sdmts.com](mailto: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.

**1.6. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)**

**1.7. [NOT APPLICABLE] NO RIGHT TO POST SIGNS**



Customer:  
 San Diego MTS  
 255 Imperial Ave., Suite 1000  
 San Diego, CA 92101

Quote NUMBER 807612  
 DATE 20<sup>th</sup> September 2023  
 Valid for: 30 Days  
 SALES Contact Gerry Mc Donnell

QUANTITY	DESCRIPTION	UNIT PRICE(Monthly)	AMOUNT
60	Davra Support and Licenses Jan 1 <sup>st</sup> 2024 – December 31 <sup>st</sup> 2028	\$7,100	\$426,000
	SDMTS Core Services, Train Mgt App, PA Services/App, Reporting Services/App, GTFS & GTFS-rt.		
60	APC Support - SDMTS Core: LRV Manager	\$1,900	\$114,000
60	- Train Mgt App: Consist View & Status	\$2,500	\$150,000
60	Cradlepoint Support - SDMTS Core: Router		
60	Agents Train Mgt App: Consist View & Status	\$1,900	\$114,000
60	Service Alerts - - GTFS-rt Service	\$5,000	\$300,000
	Base Platform and incl. 322 Licenses (Single Tenant)		
	123 Medium Device License @\$1.51 ea.		
	180 High Device License @ \$15.82 ea.		
60	19 High Device License @ \$0.83 ea.	\$350	\$21,000
60	Schedule Accuracy Reports	\$350	\$21,000
	Slow Consist Reports		
	Note: Inflation clause per consumer price index(CPI) applies from Year 2 onwards. This is not included in this quote.		
<b>SUBTOTAL</b>			\$1,146,000
Excl. all TAX's			0.00
<b>Total \$</b>			<b>1,146,000</b>

**DIRECT ALL INQUIRIES TO:**  
 Gerry Mc Donnell  
 Tel +353 85 1744844  
 Email: [gerry.mcdonnell@davra.com](mailto:gerry.mcdonnell@davra.com)

**Thank you for the business.**

**Wire Instructions:**  
 Bank Account: Davra Networks USA Inc.  
 Bank Name: Bank of the West  
 Bank address: 2299 Market Street, San Francisco, 94114  
 Swift Code: BWSTUS66  
 Account number: 033482307  
 Routing #: 121100782  
 Davra Company address: 440 N. Wolfe Road, Sunnyvale, CA 94085

## Deliverables and Schedule

Deliverable	Time (days)
Analysis & Design	8
Trip Tracker	32
Train Mgt App: Trips View	16
LRV Ops Report: View Missed Trips	5
Trip Tracker Alerts	10
ETA Behavioural Improvements	16
ETA Further Improvements	13
Documentation	2
<b>Total</b>	<b>102</b>

## Professional Services

For the Services provided under this SoW, Davra estimated a total of **102** days at the standard SDMTS Rate of **\$1,400** per day, a total of **\$142,800**.

## Payment Terms

Payments will be made on a monthly basis or as agreed upon by San Diego PM, Jason McNeil.

Project shall commence as soon as PO has been received.

## Change Management

- Requests for changes beyond those defined in this SoW will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order Request.

If the above defined project responsibilities are not met, additional fees may apply.

## Locations

Davra will complete the platform development at the locations listed below:

1. Davra R&D HQ in Dublin, Ireland



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

**Agenda Item No. 13**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

SUBJECT:

Janitorial Services – Contract Amendment

RECOMMENDATION:

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

- 1) Ratify Amendment 4 to MTS Doc. No. G2613.4-22 with NMS Management Inc. (NMS), a Disadvantage Business Enterprise (DBE), in the amount of \$13,316.30 (Attachment A); and
- 2) Authorize the Chief Executive Officer (CEO) to execute Amendment 5 to MTS Doc. No. G2613.5-22 with NMS, in the amount of \$274,423.08 (in substantially the same format as Attachment B).

Budget Impact

The total cost of the contract is estimated to be \$12,885,701.73 (inclusive of the total costs for Amendment 4 and 5). These services will be funded by the Security Department Operating Budget account 420010-536400. The contract costs are summarized below:

Description	Amount
Current Board Approved Amount	\$12,597,962.35
Ratify Amendment 4	\$13,316.30
<b>Subtotal</b>	<b>\$12,611,278.65</b>
Approve Draft Amendment 5	\$274,423.08
<b>New Board Approved Amount</b>	<b>\$12,885,701.73</b>



DISCUSSION:

On December 8, 2022 (AI 8), the MTS Board approved a contract with NMS Management to provide janitorial services for San Diego Transit Corporation (SDTC) and San Diego Trolley Inc. (SDTI) buildings, and the Light Rail Vehicle (LRV) fleet. The contract is for a 6-year period, effective from January 1, 2023 through December 31, 2028. From the initial MTS Board approval, MTS has issued Amendments 1 through 3 as summarized below:

Document No.	Description	Board Approval Date	Amount
G2613.0-22	Original Agreement	Awarded on December 8, 2022	\$9,813,452.97
G2613.1-22	3-month trial to expand the cleaning for the LRVs	Ratified on June 15, 2023	\$84,761.88
G2613.2-22	2-month extension to the initial 3-month trial for the LRV cleaning services	Ratified on June 15, 2023	\$63,238.90
G2613.3-22	Permanently implement the expanded services for the remainder of the term of the Agreement	Approved on June 15, 2023	\$2,636,508.60
Total Amendments (1-3)			\$12,597,962.35

The Security department is needing new/more space within MTS, due to the increase in the number of security staff. As described below, three (3) spaces are being added for use by the Security Department. These three (3) areas also will require routine janitorial services to ensure it is maintained in a clean, working environment. It is recommended that the MTS Board of Directors:

1. Ratify Amendment 4:

On September 5, 2023, NMS provided a proposal to MTS to expand janitorial services to include the following locations below:

- MTS Security Field Office (12<sup>th</sup> & Imperial): A newly acquired location for the security department. The Assistant Manager of Field Operations occupies the office, including Code Compliance Supervisors and contract security officers.
- San Ysidro Station Security Office: Acquired by the Security department in the first quarter of 2023 and is considered a satellite station due to its location. This location allows security officers to be more visible in the public eye, and conduct inspections and provide passenger safety regularly.
- C-Building Security Patio: Recently renovated to provide another option for field personnel as a breakroom area.

Due to the immediate need of these services, Amendment 4 was issued for three months, from October 1, 2023 through December 31, 2023, for a total of \$13,316.30.



MTS Board Policy No. 41 gives the CEO spending authority up to \$150,000.00. Under this authority, the CEO authorized Amendment 4.

2. Approve Amendment 5:

This Amendment 5 would continue the added services for the remainder of the Agreement term, January 1, 2024 through December 31, 2028, for a total amount of \$274,423.08.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Amendment 4 to MTS Doc. No. G2613.4-22 with NMS, a DBE, in the amount of \$13,316.30 (Attachment A); and
- 2) Authorize the CEO to execute Amendment 5 to MTS Doc. No. G2613.5-22 with NMS, in the amount of \$274,423.08 (in substantially the same format at Attachment B).

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Amendment 4, MTS Doc. No. G2613.4-22  
B. Draft Amendment 5, MTS Doc. No. G2613.5-22



**Metropolitan  
Transit  
System**

## **Amendment 4**

September 25, 2023

MTS Doc. No. G2613.4-22

Janitorial Services (SDTI & SDTC)

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

This shall serve as Amendment No. 4 to the original agreement G2613.0-22 as further described below.

### SCOPE

According to the Agreement, MTS will inform the Contractor should new locations need to be added to the scope of work, and an Amendment to the Agreement will be issued under the contracted terms.

Under this Amendment, MTS is adding janitorial services at the Checking Cashing Place, San Ysidro Security Office, and C Building Security Patio, from October 1, 2023 to December 31, 2023.

The detailed Scope of Work is attached as Exhibit A.

### SCHEDULE

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


### PAYMENT

This contract amendment shall authorize additional costs not-to-exceed \$13,316.30. The total value of this contract, including this amendment, shall be in the amount of \$12,611,278.65 (\$12,597.962.35 for the current contract plus \$13,316.30 for this amendment). This amount shall not be exceeded without prior written approval from MTS.



Please sign and return the copy to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copies for your records.

Sincerely,



Sharon Cooney, Chief Executive Officer

Agreed:



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

Date: 9/28/23

Attachments: A. Scope of Work  
B. Costs

**Exhibit A****CHECKING CASHING PLACE, SAN YSIDRO SECURITY OFFICE-RAIL COURT, AND C BUILDING SECURITY PATIO****1 LOCATION OF WORK**

MTS requires the Contractor to provide janitorial services on a regularly scheduled basis for three (3) additional locations at the following locations:

1. Checking Cashing Place – 1255 Imperial Ave, SD  
963 sq. ft.  
(1 office/carpeted, open space-working station/VCT flooring)
2. San Ysidro Security Office-Rail Court – 700 E. San Ysidro Blvd, SD 92173  
(1 office, 1 microwave, 1 refrigerator, and 3 desk stations)
3. C Building Security Patio – 1535 Newton Ave, SD 92113  
(2 tables, chairs, concrete flooring)

**2 TIME AND FREQUENCY TO CONDUCT WORK**

Cleaning will be done after 6:00pm and before 6:00am, seven (7) days per week, excluding Holidays (plus February 29, as applicable) at each location.

**3 GENERAL DESCRIPTIONS**

<b>Tasks</b>	<b>Check Cashing Place</b>	<b>San Ysidro Security Office-Rail Court</b>	<b>C Building Security Patio</b>
Cleaning, 7 days a week (Excluding Holidays)	X	X	X
Trash pick up	X	X	X
Dusting/wiping down counters and tables	X	X	X
Vacuum/Sweep/Mop floors	X	X	
Clean appliances monthly	X	X	
Quarterly Periodical Services – Floor care, carpet cleaning, and interior window wash	X		
Supplier Included (paper towels, hand soap, etc).	X	X	X
Monthly Periodical Service – Wash Floor			X

The following tasks are described with a general expectation of how to properly complete the task and the types of items or situations which require notification to the Contractor's Supervisor and/or the MTS PM. These tasks shall be performed independent of MTS' supervision, direction, or control:

- I. Flooring:
  - a. The Contractor shall vacuum all carpeted floor areas. Carpeted surfaces shall be maintained free of obvious dirt, dust, other debris and residual matter. All tears, burns, and raveling shall be annotated in the daily log and monthly summary report and brought to the attention of the MTS PM.
  - b. Floor surfaces shall be swept clean and free of marks, dirt, spills, dust, visible litter, and other foreign matter. Chairs, trash receptacles, and easily moveable items are to

- be swept underneath and returned to their original positions upon completion. No dirt shall be left in corners, under furniture, or behind doors.
- c. All resilient and hard floor areas shall be damp mopped and spray buffed so that after mopping they are clean and free of dirt, water streaks, rust stains, mop marks, gum, grease, tar, etc., in order to present an overall appearance of cleanliness. The Contractor shall apply a uniform coating of nonskid floor finish so that the floors have a glossy appearance and are free of scuff marks, heel marks and other stains and discolorations. There shall be no buildup of wax on the floor, baseboards, or walls. When mopping floors, Contractor must have "Wet Floor" or "Caution" safety signs to alert others and avoid slip and falls.
  - d. All tile and resilient flooring areas shall be free of old wax when stripped. A new base coat of non-slip floor wax shall be placed on the floor, so that after buffing, the finish is clean, glossy, and uniform in all areas. There shall be no build-up of wax in corners, doorsteps, or next to carpeted areas.
- II. Floor Mats:  
Floor mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. The Contractor shall remove soil and moisture from underneath entrance mats and return the mats to their normal location.
- III. Trash Removal:  
The Contractor shall empty, and return to their initial location, all wastebaskets and other trash containers within the area. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed by the Contractor. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. The Contractor shall dispose of trash in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall in or around the facility or grounds during removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers at the site.
- IV. Low Dusting:  
The Contractor shall thoroughly dust all horizontal surfaces of furniture and cleared desk tops, so that after dusting, all dust, lint, litter, and dry soil shall be removed from surfaces of cleared desks, chairs, file cabinets, and other types of office furniture and equipment and from ledges, window sills, hand rails, etc., to a line up to eighty-four (84") inches above the floor level. There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots, smudges, or streaks on dusted surfaces caused by dusting tools. Note: In dusting horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas. The Contractor shall not dust typewriters, computers, business machines, and equipment similar in nature.
- V. Glass Cleaning:  
The Contractor shall damp wipe mirrors and both sides of all glass in doors, display cases and adjacent trim, partitions and bookcases and any other glass approximately

seventy (70") inches off the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, or water. Glass shall not be cloudy.

VI. Drinking Fountains:

The Contractor shall clean the drinking fountains. The porcelain or stainless-steel surfaces shall be clean and bright and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

VII. Wood Paneling:

Wipe down and treat surfaces of wood paneling. Paneling shall be free of dirt, dust, streaks and spots.

VIII. Spot Cleaning:

The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. The Contractor shall use germicidal detergent in restrooms, locker rooms, break areas and drinking fountains. Brass hardware, aluminum bars, and other metal on doors shall have a uniform appearance and be free of stains, spots and evidence of soil.

IX. Restrooms/Locker Rooms:

- a. The Contractor shall disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent followed by a clean water rinse.
- b. The Contractor shall de-scale toilet bowls and urinals, so that after de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Contractor shall hot water power wash restroom floors and shower stalls on a weekly basis.
- c. The Contractor shall keep on hand and resupply as necessary, restrooms/locker rooms with toilet paper, paper towels, and hand soap, so that after resupplying, the rooms are stocked. Contractor shall keep on hand a minimum quantity of supplies.

X. High Cleaning:

High cleaning shall be provided to maintain a clean dust-free appearance. High dusting involves all areas over eighty-four (84") inches tall and includes venetian blinds, recessed lighting fixtures, window ledges, flat surfaces, conduit, overhead piping, vertical surfaces, air-conditioning boxes and ceiling fans where installed. Ceilings are to be free of cobwebs and loose dirt.

XI. Window Surfaces:

The Contractor shall clean interior and exterior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sills and glass.

XII. Light Fixtures:  
The Contractor shall clean light fixtures so that fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The Contractor shall only be responsible for the exterior of the lights.

XIII. Venetian Blinds:  
Both sides of venetian blind slats shall be dusted with a dry cloth, so that after dusting, no dust or lint remains.

Wash all venetian blinds in building. Clean cords. Report any defective cords to the MTS PM in accordance to the reporting requirements annotated in the monthly summary report. Both sides of venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

XIV. Refrigerators:  
All refrigerators located in the common area break rooms shall be cleaned so that there are no drips, spills, or other food or debris on the walls, shelves or floor of the refrigerator. The top of the refrigerator shall be cleaned so that no dust, dirt, or debris remains. The insulating seals on the refrigerator shall be cleaned so that no spills, dirt, dust, other debris remain and the seal is clean all the way around the door. The air vent on the bottom and/or back of the refrigerator shall be cleaned so that no dust, dirt, or debris remains and the air is able to circulate freely.

XV. Carpets:  
All carpets shall be shampooed, clean, free of spots, spills, and removable stains. If necessary, non-absorbent pads or foil will be placed between the carpet and the furnishings. Any rust or stains resulting from the Contractor's lack of carpet protection shall be removed by the Contractor. Carpet shall be vacuumed prior to the arrival of the occupants. Any furnishings moved during the carpet shampoo process shall be returned to their original positions.

XVI. Special Procedure to Remove, Clean and Disinfect Areas with Bodily Fluids (To be Inspected and Performed During All Cleaning Times)

All on-site janitorial employees of the contractor shall be trained to clean up blood borne pathogens and other bodily fluids.

Contractor shall articulate the procedures that will be followed to clean bodily fluids from LRVs, consistent with current industry standards and meeting all OSHA standards.

Contractor certifies that is shall train its staff assigned on this contract on these procedures.

**LIGHT RAIL VEHICLES JANITORIAL SERVICES**  
G2613.0-22

**YEAR 1**

10/01/23-12/31/23

Check Cashing Place, 963 sq. ft. (1 Office/carpeted, Open space-working station/VCT flooring)		FREQUENCY	QTY	(3 Months) Monthly Cost
1	Trash pick up, Dusting/wiping down, Vacuum/sweep floors, Wiping down counters, chairs and tables.	Daily, 7 Days a week, Excluding Holidays	354	\$ 2,436.39
2	Monthly Periodicals: Clean appliances	Monthly	12	
3	Quarterly Periodicals Services: Floorcare, carpet cleaning and interior window wash	Quarterly	4	
4	One Time: Install one paper towel dispenser	One Time	1	
5	Monthly Supplies Included (Paper towels)	Monthly	12	
<i>Sub-Total Cost Per Month</i>				\$ 2,436.39
<i>Sub-Total Cost Per Year</i>				\$ 7,309.17

**YEAR 1**

10/01/23-12/31/23

San Ysidro Security Office – Rail Court (1 Office, 1 Microwave, 1 Refrigerator and 3 Desk Stations)		FREQUENCY	QTY	(3 Months) Monthly Cost
1	Trash pick up, Dusting/wiping down, Sweep/ mop floors, Wiping down counters, chairs and tables.	Daily, 7 Days a week, Excluding Holidays	354	\$ 1,167.84
2	Monthly Periodicals: Clean appliances	Monthly	12	
3	One Time: Install one paper towel dispenser	One Time	1	
4	Monthly Supplies Included (Paper towels)	Monthly	12	
<i>Sub-Total Cost Per Month</i>				\$ 1,167.84
<i>Sub-Total Cost Per Year</i>				\$ 3,503.52

**YEAR 1**

10/01/23-12/31/23

C Building Security Patio (2 Tables, chairs, concrete flooring)		FREQUENCY	QTY	(3 Months) Monthly Cost
1	Trash pick up, Dusting/wiping down, Sweep floors, Wiping down counters, chairs and tables.	7 Days a week, Excluding Holidays	354	\$ 834.54
2	Monthly Periodical Service: Wash floor	Monthly	12	
<i>Sub-Total Cost Per Month</i>				\$ 834.54
<i>Sub-Total Cost Per Year</i>				\$ 2,503.62

*Grand Total* \$ 13,316.30





**Metropolitan  
Transit  
System**

**Amendment 5**

November 9, 2023

MTS Doc No. G2613.5-22

Janitorial Services (SDTI & SDTC)

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

This shall serve as Amendment No.5 to the original agreement G2613.0-22 as further described below.

SCOPE

According to the Agreement, MTS will inform the Contractor should new locations need to be added to the scope of work, and an Amendment to the Agreement will be issued under the contracted terms.

Under this Amendment, MTS shall continue the janitorial services at the MTS Security Field Office, San Ysidro Security Office, and C Building Security Patio, from January 1, 2024 through December 31, 2028.

The detailed Scope of Work is attached as Exhibit A.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not-to-exceed \$274,423.08. The total value of this contract, including this amendment, shall be in the amount of \$12,885,701.73 (\$12,611,278.65 for the current contract plus \$274,423.08 for this amendment). This amount shall not be exceeded without prior written approval from MTS.



Please sign and return the copy to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copies for your records.

Sincerely,

Agreed:

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

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

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

Attachment: A. Scope of Work  
B. Costs

DRAFT

**Exhibit A**

**MTS SECURITY FIELD OFFICE, SAN YSIDRO SECURITY OFFICE-RAIL COURT, AND C BUILDING SECURITY PATIO**

**1 LOCATION OF WORK**

MTS requires the Contractor to provide janitorial services on a regularly scheduled basis for three (3) additional locations at the following locations:

1. MTS Security Field Office – 1255 Imperial Ave, SD 963 sq. ft.  
(1 office/carpeted, open space-working station/VCT flooring)
2. San Ysidro Security Office-Rail Court – 700 E. San Ysidro Blvd, SD 92173  
(1 office, 1 microwave, 1 refrigerator, and 3 desk stations)
3. C Building Security Patio – 1535 Newton Ave, SD 92113  
(2 tables, chairs, concrete flooring)

**2 TIME AND FREQUENCY TO CONDUCT WORK**

Cleaning will be done after 6:00pm and before 6:00am, seven (7) days per week, excluding Holidays (plus February 29, as applicable) at each location.

**3 GENERAL DESRIPTIONS**

<b>Tasks</b>	<b>MTS Security Field Office</b>	<b>San Ysidro Security Office-Rail Court</b>	<b>C Building Security Patio</b>
Cleaning, 7 days a week (Excluding Holidays)	X	X	X
Trash pick up	X	X	X
Dusting/wiping down counters and tables	X	X	X
Vacuum/Sweep/Mop floors	X	X	
Clean appliances monthly	X	X	
Quarterly Periodical Services – Floor care, carpet cleaning, and interior window wash	X		
Supplier Included (paper towels, hand soap, etc).	X	X	X
Monthly Periodical Service – Wash Floor			X

The following tasks are described with a general expectation of how to properly complete the task and the types of items or situations which require notification to the Contractor’s Supervisor and/or the MTS PM. These tasks shall be performed independent of MTS’ supervision, direction, or control:

- I. Flooring:
  - a. The Contractor shall vacuum all carpeted floor areas. Carpeted surfaces shall be maintained free of obvious dirt, dust, other debris and residual matter. All tears, burns, and raveling shall be annotated in the daily log and monthly summary report and brought to the attention of the MTS PM.
  - b. Floor surfaces shall be swept clean and free of marks, dirt, spills, dust, visible litter, and other foreign matter. Chairs, trash receptacles, and easily moveable items are to

- be swept underneath and returned to their original positions upon completion. No dirt shall be left in corners, under furniture, or behind doors.
- c. All resilient and hard floor areas shall be damp mopped and spray buffed so that after mopping they are clean and free of dirt, water streaks, rust stains, mop marks, gum, grease, tar, etc., in order to present an overall appearance of cleanliness. The Contractor shall apply a uniform coating of nonskid floor finish so that the floors have a glossy appearance and are free of scuff marks, heel marks and other stains and discolorations. There shall be no buildup of wax on the floor, baseboards, or walls. When mopping floors, Contractor must have "Wet Floor" or "Caution" safety signs to alert others and avoid slip and falls.
  - d. All tile and resilient flooring areas shall be free of old wax when stripped. A new base coat of non-slip floor wax shall be placed on the floor, so that after buffing, the finish is clean, glossy, and uniform in all areas. There shall be no build-up of wax in corners, doorsteps, or next to carpeted areas.
- II. Floor Mats:  
Floor mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. The Contractor shall remove soil and moisture from underneath entrance mats and return the mats to their normal location.
- III. Trash Removal:  
The Contractor shall empty, and return to their initial location, all wastebaskets and other trash containers within the area. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed by the Contractor. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. The Contractor shall dispose of trash in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall in or around the facility or grounds during removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers at the site.
- IV. Low Dusting:  
The Contractor shall thoroughly dust all horizontal surfaces of furniture and cleared desk tops, so that after dusting, all dust, lint, litter, and dry soil shall be removed from surfaces of cleared desks, chairs, file cabinets, and other types of office furniture and equipment and from ledges, window sills, hand rails, etc., to a line up to eighty-four (84") inches above the floor level. There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots, smudges, or streaks on dusted surfaces caused by dusting tools. Note: In dusting horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas. The Contractor shall not dust typewriters, computers, business machines, and equipment similar in nature.
- V. Glass Cleaning:  
The Contractor shall damp wipe mirrors and both sides of all glass in doors, display cases and adjacent trim, partitions and bookcases and any other glass approximately

seventy (70") inches off the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, or water. Glass shall not be cloudy.

VI. Drinking Fountains:

The Contractor shall clean the drinking fountains. The porcelain or stainless-steel surfaces shall be clean and bright and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

VII. Wood Paneling:

Wipe down and treat surfaces of wood paneling. Paneling shall be free of dirt, dust, streaks and spots.

VIII. Spot Cleaning:

The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. The Contractor shall use germicidal detergent in restrooms, locker rooms, break areas and drinking fountains. Brass hardware, aluminum bars, and other metal on doors shall have a uniform appearance and be free of stains, spots and evidence of soil.

IX. Restrooms/Locker Rooms:

- a. The Contractor shall disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent followed by a clean water rinse.
- b. The Contractor shall de-scale toilet bowls and urinals, so that after de-scaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains. Contractor shall hot water power wash restroom floors and shower stalls on a weekly basis.
- c. The Contractor shall keep on hand and resupply as necessary, restrooms/locker rooms with toilet paper, paper towels, and hand soap, so that after resupplying, the rooms are stocked. Contractor shall keep on hand a minimum quantity of supplies.

X. High Cleaning:

High cleaning shall be provided to maintain a clean dust-free appearance. High dusting involves all areas over eighty-four (84") inches tall and includes venetian blinds, recessed lighting fixtures, window ledges, flat surfaces, conduit, overhead piping, vertical surfaces, air-conditioning boxes and ceiling fans where installed. Ceilings are to be free of cobwebs and loose dirt.

XI. Window Surfaces:

The Contractor shall clean interior and exterior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sills and glass.

XII. Light Fixtures:

The Contractor shall clean light fixtures so that fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The Contractor shall only be responsible for the exterior of the lights.

XIII. Venetian Blinds:

Both sides of venetian blind slats shall be dusted with a dry cloth, so that after dusting, no dust or lint remains.

Wash all venetian blinds in building. Clean cords. Report any defective cords to the MTS PM in accordance to the reporting requirements annotated in the monthly summary report. Both sides of venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

XIV. Refrigerators:

All refrigerators located in the common area break rooms shall be cleaned so that there are no drips, spills, or other food or debris on the walls, shelves or floor of the refrigerator. The top of the refrigerator shall be cleaned so that no dust, dirt, or debris remains. The insulating seals on the refrigerator shall be cleaned so that no spills, dirt, dust, other debris remain and the seal is clean all the way around the door. The air vent on the bottom and/or back of the refrigerator shall be cleaned so that no dust, dirt, or debris remains and the air is able to circulate freely.

XV. Carpets:

All carpets shall be shampooed, clean, free of spots, spills, and removable stains. If necessary, non-absorbent pads or foil will be placed between the carpet and the furnishings. Any rust or stains resulting from the Contractor's lack of carpet protection shall be removed by the Contractor. Carpet shall be vacuumed prior to the arrival of the occupants. Any furnishings moved during the carpet shampoo process shall be returned to their original positions.

XVI. Special Procedure to Remove, Clean and Disinfect Areas with Bodily Fluids (To be Inspected and Performed During All Cleaning Times)

All on-site janitorial employees of the contractor shall be trained to clean up blood borne pathogens and other bodily fluids.

Contractor shall articulate the procedures that will be followed to clean bodily fluids from LRVs, consistent with current industry standards and meeting all OSHA standards.

Contractor certifies that is shall train its staff assigned on this contract on these procedures.

**LIGHT RAIL VEHICLES JANITORIAL SERVICES**  
**G2613.0-22**

	FREQUENCY	QTY
MTS Security Field Office , 963 sq. ft. (1 Office/carpeted, Open space-working station/VCT flooring)		
1 Trash pick up, Dusting/wiping down, Vacuum/sweep floors, Wiping down counters, chairs and tables.	Daily, 7 Days a week, Excluding Holidays	354
2 Monthly Periodiclas:Clean appliances	Monthly	12
3 Quarterly Periodicals Services: Floorcare, carpet cleaning and interior window wash	Quarterly	4
4 One Time: Install one paper towel dispenser	One Time	1
5 Monthly Supplies Included (Paper towels)	Monthly	12

*Sub-Total Cost Per Month*  
*Sub-Total Cost Per Year*

	FREQUENCY	QTY
San Ysidro Security Office – Rail Court (1 Office,1 Microwave, 1 Refrigerator and 3 Desk Stations)		
1 Trash pick up, Dusting/wiping down, Sweep/ mop floors, Wiping down counters, chairs and tables.	Daily, 7 Days a week, Excluding Holidays	354
2 Monthly Periodiclas:Clean appliances	Monthly	12
3 One Time: Install one paper towel dispenser	One Time	1
4 Monthly Supplies Included (Paper towels)	Monthly	12

*Sub-Total Cost Per Month*  
*Sub-Total Cost Per Year*

	FREQUENCY	QTY
C Building Security Patio (2 Tables, chairs, concrete flooring)		
1 Trash pick up, Dusting/wiping down, Sweep floors, Wiping down counters, chairs and tables.	7 Days a week, Excluding Holidays	354
2 Monthly Periodical Service: Wash floor	Monthly	12

*Sub-Total Cost Per Month*  
*Sub-Total Cost Per Year*

*Grand Total*

YEAR 2		YEAR 3		YEAR 4		YEAR 5		YEAR 6	
01/01/24 to 12/31/24		01/01/25 to 12/31/25		01/01/26 to 12/31/26		01/01/27 to 12/31/27		01/01/28 to 12/31/28	
(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost	
\$ 2,460.75	\$ 2,485.36	\$ 2,510.21	\$ 2,535.32	\$ 2,560.67					
<b>\$ 29,529.00</b>	<b>\$ 29,824.32</b>	<b>\$ 30,122.52</b>	<b>\$ 30,423.84</b>	<b>\$ 30,728.04</b>					

YEAR 2		YEAR 3		YEAR 4		YEAR 5		YEAR 6	
01/01/24 to 12/31/24		01/01/25 to 12/31/25		01/01/26 to 12/31/26		01/01/27 to 12/31/27		01/01/28 to 12/31/28	
(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost	
\$ 1,179.51	\$ 1,191.31	\$ 1,203.22	\$ 1,215.25	\$ 1,227.41					
<b>\$ 14,154.12</b>	<b>\$ 14,295.72</b>	<b>\$ 14,438.64</b>	<b>\$ 14,583.00</b>	<b>\$ 14,728.92</b>					

YEAR 2		YEAR 3		YEAR 4		YEAR 5		YEAR 6	
01/01/24 to 12/31/24		01/01/25 to 12/31/25		01/01/26 to 12/31/26		01/01/27 to 12/31/27		01/01/28 to 12/31/28	
(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost		(12 Months) Monthly Cost	
\$ 842.89	\$ 851.32	\$ 859.83	\$ 868.43	\$ 877.11					
<b>\$ 10,114.68</b>	<b>\$ 10,215.84</b>	<b>\$ 10,317.96</b>	<b>\$ 10,421.16</b>	<b>\$ 10,525.32</b>					

**\$ 53,797.80**   **\$ 54,335.88**   **\$ 54,879.12**   **\$ 55,428.00**   **\$ 55,982.28**



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

## **Agenda Item No. 14**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Landscape Maintenance Services – Contract Amendment

**RECOMMENDATION:**

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

- 1) Ratify Amendment 2 to MTS Doc No. PWG302.2-20 (Attachment A) with Aztec Landscaping, Inc. (Aztec) in the amount of \$50,000.00 for as-needed landscaping services at multiple Bus Rapid Transit (BRT) locations;
- 2) Ratify Amendment 3 to MTS Doc No. PWG302.4-20 (Attachment B) with Aztec, at no additional cost, for as-needed landscaping services at the Pyramid Building; and
- 3) Ratify Amendment 4 to MTS Doc No. PWG302.4-20 (Attachment C) with Aztec in the amount of \$26,877.00 for as-needed landscaping services for the channel clearing of nonnative, invasive, and channel blocking landscaping in the Alvarado Creek near Grantville Transit Center, and to San Diego River property near Hotel Circle for as needed landscaping services for the Land Management (LM) program; and
- 4) Authorize the Chief Executive Officer (CEO) to execute Amendment 5 to MTS Doc No. PWG302.5-20 (in substantially the same format as Attachment D) with Aztec in the amount of \$100,083.00 for as-needed landscaping services for the Coronado track line and Palomar station cleanups for the LM program.

**Budget Impact**

The total cost of these amendments is estimated to be \$176,960.00. The total contract cost shall not exceed \$1,572,492.53. The project will be funded by the BRT Operating Budget account 845012-571140 and the LM Operating Budget account 791010-571250 through the respective fiscal years. The detailed project costs are summarized below:





Program	Budget Account	Budget Amount Base Years	Budget Amount Optional Years	Total Budget Amount
BRT	845012-571140	\$680,052.65	\$279,539.01	\$959,591.65
LM	791010-571250	\$480,318.52	\$132,582.36	\$612,900.88
Totals		\$1,160,371.17	\$412,121.37	\$1,572,492.53

**DISCUSSION:**

On February 13, 2020 (AI 15), the MTS Board of Directors awarded a comprehensive multi-period landscaping maintenance services contract to Aztec. Under the current agreement, Aztec services twenty-seven (27) BRT Transit Centers stations, and nine (9) MTS owned properties managed by MTS’s Land Management department. Aztec’s services include general landscaping, ground cover maintenance, weed, trash, and brush abatement services, irrigation maintenance and repair, and tree trimming/pruning services.

On June 18, 2020 (AI 18), the MTS Board of Directors authorized Amendment 1 for the landscape maintenance of three separate portions of MTS owned property for the LM program.

On July 21, 2020, the CEO authorized Amendment 2 for as-needed landscaping services at multiple BRT locations.

On March 8, 2021, the CEO authorized Amendment 3 that added the Pyramid Building, located at 1699 Main St., San Diego, 92113 as a site for as-needed landscaping services. There were no additional funds added to the contract.

On January 13, 2023, the CEO authorized Amendment 4 for as-needed landscape maintenance services for the channel clearing of nonnative, invasive, and channel blocking landscaping in the Alvarado Creek near Grantville Transit Center, and to San Diego River property near Hotel Circle for as needed landscaping services for the LM program.

Under the proposed Amendment 5, Aztec will provide as-needed landscaping services for the Coronado track line and Palomar station cleanups for the LM program. The services include the removal of all weeds, debris and trimming back of all vegetation, and are necessary to keep up the appearance of the MTS properties.

The Contract, and subsequent Amendments are summarized below:

Contract/Amendment No.	Purpose	Amount	Board Approval Date
PWG302.0-20	Original agreement for landscape maintenance and as-needed services	\$1,126,331.28	2/13/20 (AI 15)
PWG302.1-20	Additional landscape maintenance locations	\$269,201.25	6/18/20 (AI 18)
PWG302.2-20	As-needed landscaping services at multiple BRT locations.	\$50,000.00	CEO approval 7/21/20 per Board Policy No. 41

PWG302.3-20	Additional landscape maintenance location	\$0.00	CEO approval 3/8/21 per Board Policy No. 41
PWG302.4-20	Additional as-needed landscaping services	\$26,877.00	CEO approval 1/13/23 per Board Policy No. 41
Subtotal		\$1,472,409.53	
PWG302.5-20	Additional as-needed landscaping services	\$100,083.00	Today's proposed action
<b>Total</b>		<b>\$1,572,492.53</b>	

MTS received a quote from Aztec for the cleanup of these additional areas and services and has determined that the pricing is consistent with the rates on the existing contract and therefore are fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Amendment 2 to MTS Doc No. PWG302.2-20 (Attachment A) with Aztec in the amount of \$50,000.00 for as-needed landscaping services at multiple BRT locations;
- 2) Ratify Amendment 3 to MTS Doc No. PWG302.2-20 (Attachment B) with Aztec, at no additional cost, for as-needed landscaping services at the Pyramid Building;
- 3) Ratify Amendment 4 to MTS Doc No. PWG302.4-20 (Attachment C) with Aztec in the amount of \$26,877.00 for as-needed landscaping services for the channel clearing of nonnative, invasive, and channel blocking landscaping in the Alvarado Creek near Grantville Transit Center, and to San Diego River property near Hotel Circle for as needed landscaping services for the LM program; and
- 4) Authorize the CEO to execute Amendment 5 to MTS Doc No. PWG302.5-20 (in substantially the same format as Attachment D) with Aztec in the amount of \$100,083.00 for as-needed landscaping services for the Coronado track line and Palomar station cleanups for the LM program.

/S/ Sharon Cooney  
 Sharon Cooney  
 Chief Executive Officer

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

Attachments: A. Executed Amendment 2, MTS Doc. No. PWG302.2-20  
 B. Executed Amendment 4, MTS Doc. No. PWG302.4-20  
 C. Draft Amendment 5, MTS Doc. No. PWG302.5-20



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Tel 619.231.1466 Fax 619.234.3407

## Amendment 2

Effective Date: July 13, 2020

MTS Doc No. PWG302.2-20

### LANDSCAPE MAINTENANCE SERVICES

Aztec Landscaping, Inc.  
Rafael Aguilar  
V.P. of Operations  
7980 Lemon Grove Way  
Lemon Grove CA, 91945

This shall serve as Amendment No.2 to the original agreement PWG302.0-20 as further described below.

### SCOPE

As a result of this amendment, there shall be no change to the Scope of Work. This amendment adds additional as-needed repair funds to the agreement for BRT locations.

### SCHEDULE

There shall be no change to the schedule as a result of this amendment.

### PAYMENT

This contract amendment shall add as-needed repair funds for BRT locations in the amount of \$50,000.00 to the base years of the agreement. The total value of this contract including this amendment shall be in the amount of \$1,445,532.53. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the copy marked *original* to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copies for your records.

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Rafael Aguilar, V.P. of Operations  
Aztec Landscaping, Inc.

Date:

7/21/20





**Metropolitan  
Transit  
System**

## Amendment 4

Effective Date: December 27, 2022

MTS Doc No. PWG302.4-20

### LANDSCAPE MAINTENANCE SERVICES

Aztec Landscaping, Inc.  
Rafael Aguilar  
V.P. of Operations  
7980 Lemon Grove Way  
Lemon Grove, CA 91945

This shall serve as Amendment No.4 to the original agreement PWG302.0-20 as further described below.

### SCOPE

This Amendment shall replace the Bid Form in its entirety with the revised Attachment A Bid Form, effective December 27, 2022. Pursuant to the Scope of Work, Paragraph B. 6, Contract Pricing, Options for Expansion or Reduction, this Amendment adds the following sites for as-needed landscaping services:

Item	Description	Amount
1.	Add San Diego River property near Hotel Circle for as needed landscaping services including, but not limited to removal of illegal dumped trash, weed removal, trimming of shrubs, skirting of trees which encroached into pedestrian dirt sidewalk.	\$0.00
2.	Add as-needed funds for the channel clearing of non-native, invasive, and channel blocking landscaping in the Alvarado Creek near Grantville Transit Center (Attachment A).	\$26,877.00

### SCHEDULE

There shall be no change to the schedule as a result of this amendment. The schedule shall remain in effect through February 28, 2025.

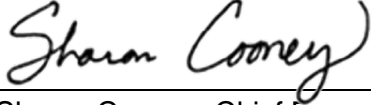
### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$26,877.00. The total value of this contract including this amendment shall be in the amount of \$1,606,288.16. This amount shall not be exceeded without prior written approval from MTS.



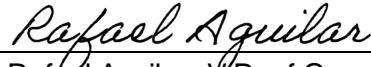
Please sign and return the copy to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain a copy for your records.

Sincerely,



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

Agreed:



\_\_\_\_\_  
Rafael Aguilar, V.P. of Operations  
Aztec Landscaping, Inc.

Date: 1/13/2023

Attachment: A. Revised Bid Form

# ATTACHMENT A REVISED BID FORM

Aztec Landscaping, Inc. 7980 Lemon Grove Way, Lemon Grove. CA 91945 / BAFO

Instructions: Based on the proposed schedule of services provided in "ATT 1 Monthly Service Schedule Template," please provide the monthly lump sum price for servicing of each site's landscape in the columns labeled "Unit Price" in Table I. For Table II, please enter the hourly rate for each type of as-needed repair in the column labeled "Unit Price." For both Tables I and II, please multiply the *Unit Price* by the corresponding estimated *Quantity* to determine the *Item Totals* for each Item for each year. Please sum Item Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the mark up percentage between 0 and 3 percent (rounding to the nearest hundredth) in the % *Mark Up* field for each year. Please multiply the mark up percentage by the *Annual Materials/Parts Allowance* (Item 1) for each respective year. The annual *As-Needed Materials/Parts* amount is the sum of Items 1 and 2 for each year. The *Grand Total* is the sum of the *Subtotals* for Tables I, II & III.

Table I: SCHEDULED MAINTENANCE				Year One 3/1/20 - 2/28/21		Year Two 3/1/21 - 2/28/22		Year Three 3/1/22 - 2/28/23		Year Four 3/1/23 - 2/28/24		Year Five 3/1/24 - 2/28/25		Optional Year One 3/1/25 - 2/28/26		Optional Year Two 3/1/26 - 2/28/27	
Group	Item	Location	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Bus Rapid Transit (BRT)	1	UTC Transit Center/8615 Genesee Ave, San Diego, CA 92122	12	\$ 453.10	\$ 5,437.20	\$ 466.69	\$ 5,600.28	\$ 480.69	\$ 5,768.28	\$ 495.11	\$ 5,941.32	\$ 509.96	\$ 6,119.52	\$ 525.27	\$ 6,303.24	\$ 541.02	\$ 6,492.24
	2	Del Lago Transit Center/3350 Del Lago Blvd, Escondido, CA 92029	12	\$ 591.00	\$ 7,092.00	\$ 608.73	\$ 7,304.76	\$ 626.99	\$ 7,523.88	\$ 645.81	\$ 7,749.72	\$ 665.18	\$ 7,982.16	\$ 685.13	\$ 8,221.56	\$ 705.68	\$ 8,468.16
	3	Rancho Bernardo Transit Center/16785 W. Bernardo Dr., San Diego, CA 92127	12	\$ 443.25	\$ 5,319.00	\$ 456.55	\$ 5,478.60	\$ 470.25	\$ 5,643.00	\$ 484.35	\$ 5,812.20	\$ 498.88	\$ 5,986.56	\$ 513.84	\$ 6,166.08	\$ 529.26	\$ 6,351.12
	4	Sabre Springs Transit Center/13538 Sabre Springs Pkwy, San Diego, CA 92128	12	\$ 1,477.50	\$ 17,730.00	\$ 1,521.83	\$ 18,261.96	\$ 1,567.48	\$ 18,809.76	\$ 1,614.50	\$ 19,374.00	\$ 1,662.94	\$ 19,955.28	\$ 1,712.83	\$ 20,553.96	\$ 1,764.21	\$ 21,170.52
	5	Miramar College Transit Center/9309 Hillery Dr., San Diego, CA 92126	12	\$ 433.40	\$ 5,200.80	\$ 446.40	\$ 5,356.80	\$ 459.80	\$ 5,517.60	\$ 473.59	\$ 5,683.08	\$ 487.79	\$ 5,853.48	\$ 502.43	\$ 6,029.16	\$ 517.50	\$ 6,210.00
	6	Centerline, I-15 @ University Ave (NB)/4024 University Ave, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	7	Centerline, I-15 @ University Ave (SB)/ 4023 University Ave, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	8	Centerline, I-15 @ El Cajon Blvd (NB)/ 4024 El Cajon Bl, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	9	Centerline, I-15 @ El Cajon Blvd (SB)/ 4023 El Cajon Bl, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	10	Park Bl & University Ave (NB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	11	Park Bl & University Ave (SB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	12	Park & Howard (NB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	13	Park & Howard (SB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	14	E. Palomar Station (EB)/ 400 E. Palomar St, Chula Vista, CA 91911	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	15	E. Palomar Station (WB)/ 400 E. Palomar St, Chula Vista, CA 91911	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	16	Palomar Station PARKING LOT/400 E. Palomar St, Chula Vista, CA 91911	12	\$ 2,511.75	\$ 30,141.00	\$ 2,587.10	\$ 31,045.20	\$ 2,664.72	\$ 31,976.64	\$ 2,744.65	\$ 32,935.80	\$ 2,827.00	\$ 33,924.00	\$ 2,911.81	\$ 34,941.72	\$ 2,999.16	\$ 35,989.92
	17	Heritage Station (EB)/ 1368 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	18	Heritage Station (WB)/ 1368 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	19	Lomas Verdes Station (EB)/1733 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	20	Lomas Verdes Station (WB)/1733 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	21	Santa Venetia Station (EB)/ 1923 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	22	Santa Venetia Station (WB)/1923 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	23	Otay Rnch Twn Center Station (SB)/ 1574 Eastlake Pwky, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	24	Otay Rnch Twn Center Station (NB)/ 1574 Eastlake Pwky, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	25	Millenia Station(SB)/ 2011 Transit Guideway, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	26	Millenia Station (NB)/ 2011 Transit Guideway, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20

Land Management (LM)	27	Otay Mesa Transit Center/9475 1/2 Nicola Tesla Ct., Chula Vista, CA 92154	12	\$ 640.25	\$ 7,683.00	\$ 659.46	\$ 7,913.52	\$ 679.25	\$ 8,151.00	\$ 699.92	\$ 8,399.04	\$ 720.61	\$ 8,647.32	\$ 742.23	\$ 8,895.55	\$ 1,140.99	\$ 9,173.88
	28	33rd & Gillette, San Diego CA 92113 (17,424 S/F)	4	\$ 1,477.50	\$ 5,910.00	\$ 1,521.83	\$ 6,087.32	\$ 1,567.48	\$ 6,269.92	\$ 1,614.49	\$ 6,457.96	\$ 1,662.93	\$ 6,651.72	\$ 1,712.84	\$ 6,851.36	\$ 1,764.22	\$ 7,056.88
	29	Fletcher & Marshall, El Cajon, CA 92020 (74,052 S/F)	4	\$ 280.73	\$ 1,122.92	\$ 289.15	\$ 1,156.60	\$ 297.83	\$ 1,191.32	\$ 306.76	\$ 1,227.04	\$ 315.95	\$ 1,263.80	\$ 325.43	\$ 1,301.72	\$ 335.19	\$ 1,340.76
	30	NW corner of Prospect Ave. & Cuyamaca St., Santee, CA 92071 (16,914 S/F)	4	\$ 147.75	\$ 591.00	\$ 152.18	\$ 608.72	\$ 156.76	\$ 627.04	\$ 161.46	\$ 645.84	\$ 166.31	\$ 665.24	\$ 171.27	\$ 685.08	\$ 176.41	\$ 705.64
	31	SE corner of Prospect Ave. & Cuyamaca St. (behind 7-11 site), Santee, CA 92071 (23,000 S/F)	4	\$ 280.73	\$ 1,122.92	\$ 289.15	\$ 1,156.60	\$ 297.83	\$ 1,191.32	\$ 306.76	\$ 1,227.04	\$ 315.95	\$ 1,263.80	\$ 325.43	\$ 1,301.72	\$ 335.19	\$ 1,340.76
	32	Prospect Square – 9805 Prospect Ave., Santee, CA 92071	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	33	Arundo Weed Removal - Alvarado Creek located near the San Diego Metropolitan Transit System (MTS) Grantville Trolley Station at 4510 Alvarado Canyon Rd., San Diego, CA 92120	1	\$ 23,147.50	\$ 23,147.50	\$ 20,832.75	\$ 20,832.75	\$ 18,749.48	\$ 18,749.48	\$ 16,874.53	\$ 16,874.53	\$ 15,187.07	\$ 15,187.07	\$ 13,668.37	\$ 13,668.37	\$ 12,301.53	\$ 12,301.53
	34	Vacant lot cleanup on the corner of Cuyamaca St. and Buena Vista Ave., Santee 92071	4	\$ 88.65	\$ 354.60	\$ 91.31	\$ 365.24	\$ 94.05	\$ 376.20	\$ 96.87	\$ 387.48	\$ 99.78	\$ 402.78	\$ 102.77	\$ 411.08	\$ 105.85	\$ 423.40
	35	Alvarado Creek portion near 70th St. Trolley station <sup>1</sup>	1	\$ 30,140.00	\$ 30,140.00	\$ 21,939.00	\$ 21,939.00	\$ 22,597.17	\$ 22,597.17	\$ 23,274.91	\$ 23,274.91	\$ 23,973.16	\$ 23,973.16	\$ 24,692.35	\$ 24,692.35	\$ 25,433.12	\$ 25,433.12
	36	Palomar Transit Center Year 1 - Initial Clean up <sup>1</sup>	1	\$ 13,243.00	\$ 13,243.00												
		Palomar Transit Center Year 1 - Subsequent Clean ups <sup>1</sup>	2	\$ 3,920.00	\$ 7,840.00												
36a	Palomar Transit Center Subsequent Years <sup>1</sup>	3			\$ 3,920.00	\$ 11,760.00	\$ 4,037.60	\$ 12,112.80	\$ 4,158.73	\$ 12,476.19	\$ 4,283.49	\$ 12,850.47	\$ 4,412.00	\$ 13,236.00	\$ 4,544.36	\$ 13,633.08	
<b>Table I Subtotals</b>					\$ 194,816.34		\$ 178,591.07		\$ 181,241.21		\$ 184,243.31		\$ 187,278.12		\$ 191,226.28		\$ 195,185.21

Table II: AS-NEEDED SERVICES			Year One 3/1/20 - 2/28/21		Year Two 3/1/21 - 2/28/22		Year Three 3/1/22 - 2/28/23		Year Four 3/1/23 - 2/28/24		Year Five 3/1/24 - 2/28/25		Optional Year One 3/1/25 - 2/28/26		Optional Year Two 3/1/26 - 2/28/27	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Landscaping Services - Straight Time <sup>2,4</sup>	40	\$ 29.00	\$ 51,160.00	\$ 29.87	\$ 1,194.80	\$ 30.77	\$ 28,107.80	\$ 31.69	\$ 1,267.60	\$ 32.64	\$ 1,305.60	\$ 33.62	\$ 1,344.80	\$ 34.63	\$ 1,385.20
2	Landscaping Services - Outside of Normal Business Hours	12	\$ 42.00	\$ 504.00	\$ 43.26	\$ 519.12	\$ 44.56	\$ 534.72	\$ 47.27	\$ 567.24	\$ 48.69	\$ 584.28	\$ 50.15	\$ 601.80	\$ 62.31	\$ 747.72
3	Tree Trimming Services - Straight Time	40	\$ 70.00	\$ 2,800.00	\$ 72.10	\$ 2,884.00	\$ 74.26	\$ 2,970.40	\$ 76.49	\$ 3,059.60	\$ 78.79	\$ 3,151.60	\$ 81.15	\$ 3,246.00	\$ 83.58	\$ 3,343.20
4	Tree Trimming Services - Outside of Normal Business Hours	12	\$ 110.00	\$ 1,320.00	\$ 113.30	\$ 1,359.60	\$ 116.70	\$ 1,400.40	\$ 120.20	\$ 1,442.40	\$ 123.81	\$ 1,485.72	\$ 127.52	\$ 1,530.24	\$ 131.35	\$ 1,576.20
5	Sprinkler and Irrigation Services - Straight Time	80	\$ 35.00	\$ 2,800.00	\$ 36.05	\$ 2,884.00	\$ 37.13	\$ 2,970.40	\$ 38.25	\$ 3,060.00	\$ 39.39	\$ 3,151.20	\$ 40.57	\$ 3,245.60	\$ 41.79	\$ 3,343.20
6	Sprinkler and Irrigation Services - Outside of Normal Business Hours	10	\$ 50.00	\$ 500.00	\$ 51.50	\$ 515.00	\$ 53.05	\$ 530.50	\$ 54.64	\$ 546.40	\$ 56.28	\$ 562.80	\$ 57.96	\$ 579.60	\$ 59.70	\$ 597.00
7	Rancho Bernardo Transit Station Hillside Clean Up	16	\$ 32.00	\$ 512.00	\$ 32.96	\$ 527.36	\$ 33.95	\$ 543.20	\$ 34.97	\$ 559.52	\$ 36.02	\$ 576.32	\$ 37.10	\$ 593.60	\$ 38.21	\$ 611.36
<b>Table II Subtotals:</b>				\$ 59,596.00		\$ 9,883.88		\$ 37,057.42		\$ 10,502.76		\$ 10,817.52		\$ 11,141.64		\$ 11,603.88



Table III: AS-NEEDED REPLACEMENT PARTS		Year One 3/1/20 - 2/28/21		Year Two 3/1/21 - 2/28/22		Year Three 3/1/22 - 2/28/23		Year Four 3/1/23 - 2/28/24		Year Five 3/1/24 - 2/28/25		Optional Year One 3/1/25 - 2/28/26		Optional Year Two 3/1/26 - 2/28/27	
Item	Description	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
1	Annual Materials/Parts Allowance	3%	\$ 1,100.00	3%	\$ 1,155.00	3%	\$ 1,212.75	3%	\$ 1,273.39	3%	\$ 1,337.06	3%	\$ 1,403.91	3%	\$ 1,474.11
2	Materials markup		\$ 33.00		\$ 34.65		\$ 36.38		\$ 38.20		\$ 40.11		\$ 42.12		\$ 44.22
<b>Table III Subtotals:</b>			\$ 1,133.00		\$ 1,189.65		\$ 1,249.13		\$ 1,311.59		\$ 1,377.17		\$ 1,446.03		\$ 1,518.33

<b>ANNUAL TOTALS</b>	\$ 255,545.34	\$ 189,664.60	\$ 219,547.76	\$ 196,057.66	\$ 199,472.81	\$ 203,813.95	\$ 208,307.42
<b>BASE PERIOD TOTALS</b>	\$ 1,060,288.17						
<b>OPTION YEARS TOTALS</b>	\$ 412,121.37						

<b>Grand Total</b>	\$ 1,472,409.53
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\*Bidders must use these bid forms and provide the pricing for all the line items in this bid form. This will be the basis for award. Failure to do so may deem the bid nonresponsive

\*Bidders are advised that the estimated quantities are approximations for bidding purposes only. MTS estimates this to be its usage but does not guarantee this quantity. The actual quantities may be more or less than estimated and will be dictated by MTS' actual needs.

\*MTS is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in the bid. Bidders accept responsibility for accuracy and presentation of the bid. If a discrepancy between the unit price and the extended/total exists, the unit price shall prevail.

<sup>1</sup>Locations added as part of Amendment No. 1.

<sup>2</sup>Added \$50k to Table II, Year One, Item 1, for as-needed repairs to be used for all years of agreement.

<sup>3</sup>Pyramid Building, located at 1699 Main St., San Diego, 92113 as a site for as-needed landscaping services via Amendment No. 3. No funds were added to the agreement as a result of the amendment.

<sup>4</sup>Added \$26,877.00 to Table II, Year Three, Item 1 for as-needed services for the channel clearing of non-native, invasive, and channel blocking landscaping in the Alvarado Creek near Grantville Transit Center via Amendment No. 4. Any excess funds may be for future as-needed services.

CONTRACT HISTORY					
DESC	ORG AMT	AMD 1	AMD 2	AMD 3 <sup>3</sup>	AMD 4
BY	\$ 791,204.47	\$ 192,206.70	\$ 50,000.00	\$ -	\$ 26,877.00
OY	\$ 335,126.82	\$ 76,994.55	\$ -	\$ -	\$ -
TOT	\$ 1,126,331.28	\$ 269,201.25	\$ 50,000.00	\$ -	\$ 26,877.00



# Metropolitan Transit System

## Amendment 5

Date: November 9, 2023

MTS Doc No. PWG302.5-20

### LANDSCAPE MAINTENANCE SERVICES

Aztec Landscaping, Inc.  
Rafael Aguilar  
V.P. of Operations  
7980 Lemon Grove Way  
Lemon Grove, CA 91945

This shall serve as Amendment No.5 to the original agreement PWG302.0-20 as further described below.

### SCOPE

This Amendment shall replace the Bid Form in its entirety with the revised Attachment B - Bid Form, effective November 9, 2023. Pursuant to the Scope of Work, Paragraph B. 6, Contract Pricing, Options for Expansion or Reduction, this Amendment adds the following sites for as-needed landscaping services:

Item	Description	Amount
1.	Add as-needed funds for cleanup of the Coronado track line per Proposal #1099 (Attachment A).	\$93,233.00
2.	Add as-needed funds for removal of all tree and vegetation on the North section of the Palomar Station per Bid # 1067 (Attachment A).	\$6,850.00
<b>Total</b>		<b>\$100,083.00</b>

### SCHEDULE

There shall be no change to the schedule as a result of this amendment. The schedule shall remain in effect through February 28, 2025.

### PAYMENT

This contract amendment shall authorize additional costs not-to-exceed \$100,083.00 (Attachment B). The total value of this contract, including this amendment, shall be in the amount of \$1,160,371.17. This amount shall not be exceeded without prior written approval from MTS.



Please sign and return the copy to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Agreed:

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

\_\_\_\_\_  
Rafael Aguilar, V.P. of Operations  
Aztec Landscaping, Inc.

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

Attachment: A. Aztec Proposals Numbers 1099 and 1067  
B. Revised Bid Form

DRAFT

**ATTACHMENT A  
AZTEC PROPOSALS NUMBERS 1099 AND 1067**

DRAFT



# AZTEC LANDSCAPING, INC.

7980 Lemon Grove Way, Lemon Grove, CA 91945  
State Contractor's Lic. No. 642504  
Equal Opportunity Employer

Att.C, AI 14, 11/09/23

## PROPOSAL

Proposal Date: 9/7/2023

Proposal #: 1099

Estimated By: RAFAEL AGUILAR

### SUBMITTED TO

SAN DIEGO METROPOLITAN TRANSIT  
ELI BELKNAP  
1255 IMPERIAL AVE., SUITE 1000  
SAN DIEGO, CA 92101

### PROJECT / LOCATION

CORONADO TRACK LINE

Scope of Work	Rate	Est. Qty	Total
<p><b>PHASE 1 CLEANUP:</b></p> <p>The following clean-up is for the farthest south section. The clean up will be for a total of 40', 20' on each side of the centerline of the tracks. Price includes the removal of all weeds, debris and trimming back of all vegetation to a minimum of 2" to ground level. Any vegetation that can be chipped and left in place will be done. All noxious weeds and general trash to be removed and disposed offsite.</p> <p><b>PHASE 1A CLEANUP:</b></p> <p>The following is for the clean-up along the area indicated in the map. Work to be done within fenced area. The clean-up will be for a total of 40', 20' on each side of the centerline of the tracks. All green debris to be chipped and left on side spread evenly. All palms to be skirted to 11' and debris hauled off site. Price includes all labor and equipment needed for one time clean up.</p> <p><b>PHASE 2 CLEANUP - CORONADO TRACK LINE:</b></p> <p>The following proposal is for the lifting of the vegetation located with in the Phase 2 area per plan detail. The clean-up will be for a total of 40', 20' on each side of the centerline of the tracks. Lifting of the vegetation up to 10' for visibility purpose. All material from the lifting will be chipped and left on site evenly spread. All general seasonal weed growth to be trimmed and pulverized/ Price includes all removal of vegetation only no general clean up or homeless debris will be removed. We recommend tat MTS hire the contractor which removes spoiled clothing and waste prior to our landscape clean up. Price includes all labor, tools and equipment needed for the clean-up.</p>			

We propose hereby to furnish material, labor, equipment and all fees to complete in accordance with the above specifications.

PLEASE SIGN AND DATE THE SECTION BELOW AND RETURN TO OUR OFFICE:

Acceptance of Proposal \_\_\_ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made on completion of job.  
Payment terms: Net 30.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Total

Submitted By: RAA

### Note:

This proposal may be withdrawn by us if not accepted in 30 days.



# AZTEC LANDSCAPING, INC.

7980 Lemon Grove Way, Lemon Grove, CA 91945  
 State Contractor's Lic. No. 642504  
 Equal Opportunity Employer

Att.C, AI 14, 11/09/23

## PROPOSAL

**Proposal Date:** 9/7/2023

**Proposal #:** 1099

**Estimated By:** RAFAEL AGUILAR

SUBMITTED TO
SAN DIEGO METROPOLITAN TRANSIT ELI BELKNAP 1255 IMPERIAL AVE., SUITE 1000 SAN DIEGO, CA 92101

PROJECT / LOCATION
CORONADO TRACK LINE

Scope of Work	Rate	Est. Qty	Total
<p><b>PHASE 3 CLEANUP:</b>            The following price is for the clean up along the Phase 3 area. .The clean-up will be for a total of 40', 20' on each side of the centerline of the tracks. Price includes the listing of the California Pepper locates at the corner of the work zone. The removal of all vegetation including acacia and Arundo to be cut down to approx. 2" above ground level. Clean up includes the sliver that T's off the main track adjacent to the park. Area is extremely dense with vegetation. Some of the debris will be able to be chipped and spread evenly on site. All Arundo and noxious weeds will need to be dumped and hauled off siter as general waste. All palms to be skirted to 11' and debris hauled off site. We recommend that MTS hire the contractor which removes spoiled clothing and waste prior to our landscape clean-up. Price includes all labor, tools and equipment needed for the one time clean up.</p> <p><b>PHASE 4 CLEANUP:</b>            The following price is for the clean-up along the Phase 4 area. .The clean-up will be for a total of 40', 20' on each side of the centerline of the tracks. The removal of all vegetation including acacia and Arundo to be cut down to approx. 2" above ground level. Some of the debris will be able to be chipped and spread evenly on site. All Arundo and noxious weeds will need to be dumped and hauled off site as general waste. All palms to be skirted to 11' and debris hauled off site. Price also includes the removal of a fallen palm tree that is laying down on the tracks. We recommend that MTS hire the contractor which removes spoiled clothing and waste prior to our landscape clean-up. Price includes all labor, tools and equipment needed for the one time clean up.</p>			

We propose hereby to furnish material, labor, equipment and all fees to complete in accordance with the above specifications.

PLEASE SIGN AND DATE THE SECTION BELOW AND RETURN TO OUR OFFICE:

Acceptance of Proposal ____ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made on completion of job. Payment terms: Net 30.  Signature _____ Date _____	<b>Total</b>
	Submitted By: RAA
	Note: This proposal may be withdrawn by us if not accepted in 30 days.



# AZTEC LANDSCAPING, INC.

7980 Lemon Grove Way, Lemon Grove, CA 91945  
State Contractor's Lic. No. 642504  
Equal Opportunity Employer

Att.C, AI 14, 11/09/23

## PROPOSAL

**Proposal Date:** 9/7/2023

**Proposal #:** 1099

**Estimated By:** RAFAEL AGUILAR

SUBMITTED TO
SAN DIEGO METROPOLITAN TRANSIT ELI BELKNAP 1255 IMPERIAL AVE., SUITE 1000 SAN DIEGO, CA 92101

PROJECT / LOCATION
CORONADO TRACK LINE

Scope of Work	Rate	Est. Qty	Total
<p>PHASE 5 CLEANUP: The following is for the clean-up along the area indicated in the map. The clean-up will be for a total of 40', 20' on each side of the centerline of the tracks. All green debris to be chipped and left on side spread evenly. All palms to be skirted to 11' and debris hauled off site. Price includes all labor and equipment needed for one time clean up.</p> <p>TOTAL</p>	93,233.00		93,233.00

We propose hereby to furnish material, labor, equipment and all fees to complete in accordance with the above specifications.

PLEASE SIGN AND DATE THE SECTION BELOW AND RETURN TO OUR OFFICE:

Acceptance of Proposal ___ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made on completion of job. Payment terms: Net 30.  Signature _____ Date _____	<b>Total</b> \$93,233.00
	Submitted By: RAA
	Note: This proposal may be withdrawn by us if not accepted in 30 days.

**BID**



**AZTEC**  
LANDSCAPING, INC.

7980 Lemon Grove Way, Lemon Grove, CA 91945  
State Contractor's Lic. No. 642504  
Equal Opportunity Employer

Date	Bid #
8/23/2023	1067

SUBMITTED TO
SAN DIEGO METROPOLITAN TRANSIT ELI BELKNAP 1255 IMPERIAL AVE., SUITE 1000 SAN DIEGO, CA 92101

PROJECT LOCATION
Palomar Station

Scope of Work	Total
<p>The following proposal is to remove all tree and vegetation on the North section of the Palomar station. The proposal includes all the existing vegetation to be removed to ground level. The break down goes as follows:</p> <p>3- Mexican fan palms 4- Jacarandas 4- Carrotwood Trees 15- Miscellaneous shrubs</p> <p>Labor and equipment Container usage and dump fees</p> <p>Price includes labor, tools, and equipment.</p>	<p>5,825.00 1,025.00</p>

We propose hereby to furnish material, labor, equipment and all fees to complete in accordance with the above specifications, for the sum of:

PLEASE SIGN AND DATE THE SECTION BELOW AND RETURN TO OUR OFFICE:

Acceptance of Proposal ___ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made on completion of job. Payment Terms: NET 30  Signature _____ Date _____	<b>Total</b> \$6,850.00	
	Submitted By:	Rafael Aguilar
Note: This proposal may be withdrawn by us if not accepted in 30 days.		



**ATTACHMENT B  
REVISED BID FORM**

DRAFT

Aztec Landscaping, Inc. 7980 Lemon Grove Way, Lemon Grove. CA 91945 / BAFO

**Instructions:** Based on the proposed schedule of services provided in "ATT 1 Monthly Service Schedule Template," please provide the monthly lump sum price for servicing of each site's landscape in the columns labeled "Unit Price" in Table I. For Table II, please enter the hourly rate for each type of as-needed repair in the column labeled "Unit Price." For both Tables I and II, please multiply the *Unit Price* by the corresponding estimated *Quantity* to determine the *Item Totals* for each Item for each year. Please sum Item Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the mark up percentage between 0 and 3 percent (rounding to the nearest hundredth) in the % *Mark Up* field for each year. Please multiply the mark up percentage by the *Annual Materials/Parts Allowance* (Item 1) for each respective year. The annual *As-Needed Materials/Parts* amount is the sum of Items 1 and 2 for each year. The *Grand Total* is the sum of the *Subtotals* for Tables I, II & III.

Table I: SCHEDULED MAINTENANCE				Year One 3/1/20 - 2/28/21		Year Two 3/1/21 - 2/28/22		Year Three 3/1/22 - 2/28/23		Year Four 3/1/23 - 2/28/24		Year Five 3/1/24 - 2/28/25		Optional Year One 3/1/25 - 2/28/26		Optional Year Two 3/1/26 - 2/28/27	
Group	Item	Location	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Bus Rapid Transit (BRT)	1	UTC Transit Center/8615 Genesee Ave, San Diego, CA 92122	12	\$ 453.10	\$ 5,437.20	\$ 466.69	\$ 5,600.28	\$ 480.69	\$ 5,768.28	\$ 495.11	\$ 5,941.32	\$ 509.96	\$ 6,119.52	\$ 525.27	\$ 6,303.24	\$ 541.02	\$ 6,492.24
	2	Del Lago Transit Center/3350 Del Lago Blvd, Escondido, CA 92029	12	\$ 591.00	\$ 7,092.00	\$ 608.73	\$ 7,304.76	\$ 626.99	\$ 7,523.88	\$ 645.81	\$ 7,749.72	\$ 665.18	\$ 7,982.16	\$ 685.13	\$ 8,221.56	\$ 705.68	\$ 8,468.16
	3	Rancho Bernardo Transit Center/16785 W. Bernardo Dr., San Diego, CA 92127	12	\$ 443.25	\$ 5,319.00	\$ 456.55	\$ 5,478.60	\$ 470.25	\$ 5,643.00	\$ 484.35	\$ 5,812.20	\$ 498.88	\$ 5,986.56	\$ 513.84	\$ 6,166.08	\$ 529.26	\$ 6,351.12
	4	Sabre Springs Transit Center/13538 Sabre Springs Pkwy, San Diego, CA 92128	12	\$ 1,477.50	\$ 17,730.00	\$ 1,521.83	\$ 18,261.96	\$ 1,567.48	\$ 18,809.76	\$ 1,614.50	\$ 19,374.00	\$ 1,662.94	\$ 19,955.28	\$ 1,712.83	\$ 20,553.96	\$ 1,764.21	\$ 21,170.52
	5	Miramar College Transit Center/9309 Hillery Dr., San Diego, CA 92126	12	\$ 433.40	\$ 5,200.80	\$ 446.40	\$ 5,356.80	\$ 459.80	\$ 5,517.60	\$ 473.59	\$ 5,683.08	\$ 487.79	\$ 5,853.48	\$ 502.43	\$ 6,029.16	\$ 517.50	\$ 6,210.00
	6	Centerline, I-15 @ University Ave (NB)/4024 University Ave, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	7	Centerline, I-15 @ University Ave (SB)/ 4023 University Ave, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	8	Centerline, I-15 @ El Cajon Blvd (NB)/ 4024 El Cajon Bl, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	9	Centerline, I-15 @ El Cajon Blvd (SB)/ 4023 El Cajon Bl, San Diego, CA 92105	12	\$ 147.75	\$ 1,773.00	\$ 152.18	\$ 1,826.16	\$ 156.75	\$ 1,881.00	\$ 161.45	\$ 1,937.40	\$ 166.30	\$ 1,995.60	\$ 171.28	\$ 2,055.36	\$ 176.42	\$ 2,117.04
	10	Park Bl & University Ave (NB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	11	Park Bl & University Ave (SB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	12	Park & Howard (NB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	13	Park & Howard (SB)	12	\$ 246.25	\$ 2,955.00	\$ 253.64	\$ 3,043.68	\$ 261.25	\$ 3,135.00	\$ 269.08	\$ 3,228.96	\$ 277.16	\$ 3,325.92	\$ 285.47	\$ 3,425.64	\$ 294.03	\$ 3,528.36
	14	E. Palomar Station (EB)/ 400 E. Palomar St, Chula Vista, CA 91911	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	15	E. Palomar Station (WB)/ 400 E. Palomar St, Chula Vista, CA 91911	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	16	Palomar Station PARKING LOT/400 E. Palomar St, Chula Vista, CA 91911	12	\$ 2,511.75	\$ 30,141.00	\$ 2,587.10	\$ 31,045.20	\$ 2,664.72	\$ 31,976.64	\$ 2,744.65	\$ 32,935.80	\$ 2,827.00	\$ 33,924.00	\$ 2,911.81	\$ 34,941.72	\$ 2,999.16	\$ 35,989.92
	17	Heritage Station (EB)/ 1368 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	18	Heritage Station (WB)/ 1368 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	19	Lomas Verdes Station (EB)/1733 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	20	Lomas Verdes Station (WB)/1733 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	21	Santa Venetia Station (EB)/ 1923 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	22	Santa Venetia Station (WB)/1923 E. Palomar St, Chula Vista, CA 91913	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	23	Otay Rnch Twn Center Station (SB)/ 1574 Eastlake Pwky, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	24	Otay Rnch Twn Center Station (NB)/ 1574 Eastlake Pwky, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	25	Millenia Station(SB)/ 2011 Transit Guideway, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20
	26	Millenia Station (NB)/ 2011 Transit Guideway, Chula Vista, CA 91915	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20

Land Management (LM)	27	Otay Mesa Transit Center/9475 1/2 Nicola Tesla Ct., Chula Vista, CA 92154	12	\$ 640.25	\$ 7,683.00	\$ 659.46	\$ 7,913.52	\$ 679.25	\$ 8,151.00	\$ 699.92	\$ 8,399.04	\$ 720.61	\$ 8,647.32	\$ 742.23	\$ 8,895.55	\$ 9,143.78	\$ 9,391.01	\$ 9,637.24	\$ 9,883.47	
	28	33rd & Gillette, San Diego CA 92113 (17,424 S/F)	4	\$ 1,477.50	\$ 5,910.00	\$ 1,521.83	\$ 6,087.32	\$ 1,567.48	\$ 6,269.92	\$ 1,614.49	\$ 6,457.96	\$ 1,662.93	\$ 6,651.72	\$ 1,712.84	\$ 6,851.36	\$ 1,764.22	\$ 7,056.88	\$ 7,302.50	\$ 7,548.12	\$ 7,793.74
	29	Fletcher & Marshall, El Cajon, CA 92020 (74,052 S/F)	4	\$ 280.73	\$ 1,122.92	\$ 289.15	\$ 1,156.60	\$ 297.83	\$ 1,191.32	\$ 306.76	\$ 1,227.04	\$ 315.95	\$ 1,263.80	\$ 325.43	\$ 1,301.72	\$ 335.19	\$ 1,340.76	\$ 1,380.73	\$ 1,420.70	\$ 1,460.67
	30	NW corner of Prospect Ave. & Cuyamaca St., Santee, CA 92071 (16,914 S/F)	4	\$ 147.75	\$ 591.00	\$ 152.18	\$ 608.72	\$ 156.76	\$ 627.04	\$ 161.46	\$ 645.84	\$ 166.31	\$ 665.24	\$ 171.27	\$ 685.08	\$ 176.41	\$ 705.64	\$ 726.00	\$ 746.57	\$ 767.14
	31	SE corner of Prospect Ave. & Cuyamaca St. (behind 7-11 site), Santee, CA 92071 (23,000 S/F)	4	\$ 280.73	\$ 1,122.92	\$ 289.15	\$ 1,156.60	\$ 297.83	\$ 1,191.32	\$ 306.76	\$ 1,227.04	\$ 315.95	\$ 1,263.80	\$ 325.43	\$ 1,301.72	\$ 335.19	\$ 1,340.76	\$ 1,380.73	\$ 1,420.70	\$ 1,460.67
	32	Prospect Square – 9805 Prospect Ave., Santee, CA 92071	12	\$ 88.65	\$ 1,063.80	\$ 91.31	\$ 1,095.72	\$ 94.05	\$ 1,128.60	\$ 96.87	\$ 1,162.44	\$ 99.78	\$ 1,197.36	\$ 102.77	\$ 1,233.24	\$ 105.85	\$ 1,270.20	\$ 1,307.16	\$ 1,344.12	\$ 1,381.08
	33	Arundo Weed Removal - Alvarado Creek located near the San Diego Metropolitan Transit System (MTS) Grantville Trolley Station at 4510 Alvarado Canyon Rd., San Diego, CA 92120	1	\$ 23,147.50	\$ 23,147.50	\$ 20,832.75	\$ 20,832.75	\$ 18,749.48	\$ 18,749.48	\$ 16,874.53	\$ 16,874.53	\$ 15,187.07	\$ 15,187.07	\$ 13,668.37	\$ 13,668.37	\$ 12,301.53	\$ 12,301.53	\$ 11,134.68	\$ 10,000.00	\$ 8,900.00
	34	Vacant lot cleanup on the corner of Cuyamaca St. and Buena Vista Ave., Santee 92071	4	\$ 88.65	\$ 354.60	\$ 91.31	\$ 365.24	\$ 94.05	\$ 376.20	\$ 96.87	\$ 387.48	\$ 99.78	\$ 102.78	\$ 102.77	\$ 411.08	\$ 105.85	\$ 423.40	\$ 435.92	\$ 448.44	\$ 460.96
	35	Alvarado Creek portion near 70th St. Trolley station <sup>1</sup>	1	\$ 30,140.00	\$ 30,140.00	\$ 21,939.00	\$ 21,939.00	\$ 22,597.17	\$ 22,597.17	\$ 23,274.91	\$ 23,274.91	\$ 23,973.16	\$ 23,973.16	\$ 24,692.35	\$ 24,692.35	\$ 25,433.12	\$ 25,433.12	\$ 26,173.87	\$ 26,914.62	\$ 27,655.37
	36	Palomar Transit Center Year 1 - Initial Clean up <sup>1</sup>	1	\$ 13,243.00	\$ 13,243.00															
	Palomar Transit Center Year 1 - Subsequent Clean ups <sup>1</sup>	2	\$ 3,920.00	\$ 7,840.00																
36a	Palomar Transit Center Subsequent Years <sup>1</sup>	3			\$ 3,920.00	\$ 11,760.00	\$ 4,037.60	\$ 12,112.80	\$ 4,158.73	\$ 12,476.19	\$ 4,283.49	\$ 12,850.47	\$ 4,412.00	\$ 13,236.00	\$ 4,544.36	\$ 13,633.08	\$ 4,676.72	\$ 14,020.40	\$ 4,809.08	
<b>Table I Subtotals</b>				\$ 194,816.34	\$ 178,591.07	\$ 181,241.21	\$ 184,243.31	\$ 187,278.12	\$ 191,226.28	\$ 195,185.21										

Table II: AS-NEEDED SERVICES			Year One 3/1/20 - 2/28/21		Year Two 3/1/21 - 2/28/22		Year Three 3/1/22 - 2/28/23		Year Four 3/1/23 - 2/28/24		Year Five 3/1/24 - 2/28/25		Optional Year One 3/1/25 - 2/28/26		Optional Year Two 3/1/26 - 2/28/27	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Landscaping Services - Straight Time <sup>2,4,5</sup>	40	\$ 29.00	\$ 51,160.00	\$ 29.87	\$ 1,194.80	\$ 30.77	\$ 28,107.80	\$ 31.69	\$ 101,350.60	\$ 32.64	\$ 1,305.60	\$ 33.62	\$ 1,344.80	\$ 34.63	\$ 1,385.20
2	Landscaping Services - Outside of Normal Business Hours	12	\$ 42.00	\$ 504.00	\$ 43.26	\$ 519.12	\$ 44.56	\$ 534.72	\$ 47.27	\$ 567.24	\$ 48.69	\$ 584.28	\$ 50.15	\$ 601.80	\$ 62.31	\$ 747.72
3	Tree Trimming Services - Straight Time	40	\$ 70.00	\$ 2,800.00	\$ 72.10	\$ 2,884.00	\$ 74.26	\$ 2,970.40	\$ 76.49	\$ 3,059.60	\$ 78.79	\$ 3,151.60	\$ 81.15	\$ 3,246.00	\$ 83.58	\$ 3,343.20
4	Tree Trimming Services - Outside of Normal Business Hours	12	\$ 110.00	\$ 1,320.00	\$ 113.30	\$ 1,359.60	\$ 116.70	\$ 1,400.40	\$ 120.20	\$ 1,442.40	\$ 123.81	\$ 1,485.72	\$ 127.52	\$ 1,530.24	\$ 131.35	\$ 1,576.20
5	Sprinkler and Irrigation Services - Straight Time	80	\$ 35.00	\$ 2,800.00	\$ 36.05	\$ 2,884.00	\$ 37.13	\$ 2,970.40	\$ 38.25	\$ 3,060.00	\$ 39.39	\$ 3,151.20	\$ 40.57	\$ 3,245.60	\$ 41.79	\$ 3,343.20
6	Sprinkler and Irrigation Services - Outside of Normal Business Hours	10	\$ 50.00	\$ 500.00	\$ 51.50	\$ 515.00	\$ 53.05	\$ 530.50	\$ 54.64	\$ 546.40	\$ 56.28	\$ 562.80	\$ 57.96	\$ 579.60	\$ 59.70	\$ 597.00
7	Rancho Bernardo Transit Station Hillside Clean Up	16	\$ 32.00	\$ 512.00	\$ 32.96	\$ 527.36	\$ 33.95	\$ 543.20	\$ 34.97	\$ 559.52	\$ 36.02	\$ 576.32	\$ 37.10	\$ 593.60	\$ 38.21	\$ 611.36
<b>Table II Subtotals:</b>			\$ 59,596.00	\$ 9,883.88	\$ 37,057.42	\$ 110,585.76	\$ 10,817.52	\$ 11,141.64	\$ 11,603.88							

Table III: AS-NEEDED REPLACEMENT PARTS		Year One	3/1/20 - 2/28/21	Year Two	3/1/21 - 2/28/22	Year Three	3/1/22 - 2/28/23	Year Four	3/1/23 - 2/28/24	Year Five	3/1/24 - 2/28/25	Optional Year One	3/1/25 - 2/28/26	Optional Year Two	3/1/26 - 2/28/27
Item	Description	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
1	Annual Materials/Parts Allowance	3%	\$ 1,100.00	3%	\$ 1,155.00	3%	\$ 1,212.75	3%	\$ 1,273.39	3%	\$ 1,337.06	3%	\$ 1,403.91	3%	\$ 1,474.11
2	Materials markup		\$ 33.00		\$ 34.65		\$ 36.38		\$ 38.20		\$ 40.11		\$ 42.12		\$ 44.22
<b>Table III Subtotals:</b>			\$ 1,133.00		\$ 1,189.65		\$ 1,249.13		\$ 1,311.59		\$ 1,377.17		\$ 1,446.03		\$ 1,518.33
<b>ANNUAL TOTALS</b>			\$ 255,545.34		\$ 189,664.60		\$ 219,547.76		\$ 296,140.66		\$ 199,472.81		\$ 203,813.95		\$ 208,307.42
<b>BASE PERIOD TOTALS</b>			\$ 1,160,371.17												
<b>OPTION YEARS TOTALS</b>			\$ 412,121.37												
<b>Grand Total</b>			\$ 1,572,492.53												

\*Bidders must use these bid forms and provide the pricing for all the line items in this bid form. This will be the basis for award. Failure to do so may deem the bid nonresponsive

\*Bidders are advised that the estimated quantities are approximations for bidding purposes only. MTS estimates this to be its usage but does not guarantee this quantity. The actual quantities may be more or less than estimated and will be dictated by MTS' actual needs.

\*MTS is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in the bid. Bidders accept responsibility for accuracy and presentation of the bid. If a discrepancy between the unit price and the extended/total exists, the unit price shall prevail.

<sup>1</sup>Locations added as part of Amendment No. 1.

<sup>2</sup>Added \$50k to Table II, Year One, Item 1, for as-needed repairs to be used for all years of agreement.

<sup>3</sup>Pyramid Building, located at 1699 Main St., San Diego, 92113 as a site for as-needed landscaping services via Amendment No. 3. No funds were added to the agreement as a result of the amendment.

<sup>4</sup>Added \$26,877.00 to Table II, Year Three, Item 1 for as-needed services for the channel clearing of non-native, invasive, and channel blocking landscaping in the Alvarado Creek near Grantville Transit Center via Amendment No. 4. Any excess funds may be for future as-needed services.

<sup>5</sup>Added \$100,083.00 to Table II, Year Four, Item 1 for as-needed services for the Coronado track line cleanup and Palomar station cleanup via Amendment No. 5. Any excess funds may be for future as-needed services.

CONTRACT HISTORY							
DESC	ORG AMT	AMD 1	AMD 2	AMD 3 <sup>3</sup>	AMD 4	AMD 5	TOTALS
BY	\$ 791,204.47	\$ 192,206.70	\$ 50,000.00	\$ -	\$ 26,877.00	\$ 100,083.00	\$ 1,160,371.17
OY	\$ 335,126.82	\$ 76,994.55	\$ -	\$ -	\$ -	\$ -	\$ 412,121.37
TOT	\$ 1,126,331.28	\$ 269,201.25	\$ 50,000.00	\$ -	\$ 26,877.00	\$ 100,083.00	\$ 1,572,492.53



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

## **Agenda Item No. 15**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

**SUBJECT:**

Baltimore Junction and Euclid Avenue Planning Study – Work Order

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-32 under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A) with Psomas, in the amount of \$699,915.43 to provide engineering planning services for the Baltimore Junction and Euclid Grade Study.

**Budget Impact**

The total contract cost of this Work Order is estimated to be \$699,915.43. This project will be funded by the Planning Department Operating Budget account 451010-571141 (Federal Transit Administration (FTA) funded).

**DISCUSSION:**

In September 2022, MTS received a \$750,000.00 FTA grant for planning studies along the Orange Line, at Baltimore Junction and at Euclid Avenue. The Baltimore Junction area will be studied to assess viability of additional trackwork to connect the Green and Orange lines, a transfer station, and related infrastructure. This planning level study will allow MTS staff to make informed decisions about future development projects at the site. The Euclid Avenue study will evaluate options for grade separation between the railroad tracks and Euclid Avenue.

These two comprehensive studies are an integral part of MTS's strategy to make informed decisions regarding substantial, long-term investments on the Orange Line. Notably, the Orange Line caters to a ridership that is predominantly composed of minority and lower-income individuals, setting it apart from the general MTS service area. Moreover, it serves various historically marginalized communities. These studies will serve as the basis for forthcoming initiatives aimed at enhancing both the frequency and speed of services along the Orange Line Corridor.



In essence, the insights gained from these studies will pave the way for MTS to strategically enhance its offerings, leading to improved service quality along the Orange Line Corridor.

Today's proposed action would issue a work order to Psomas for planning services encompassing a series of conceptual layouts, planning reports, and recommendations for both the Baltimore Junction and Euclid Avenue areas of study.

Architectural and Engineering (A&E) Consultant Selection Process

On September 15, 2021, MTS issued a solicitation for On-Call (A&E) Design Services by requesting Statements of Qualifications (RFSQ) from firms with expertise in a variety of A&E design and related consulting services separated into the following three (3) categories:

- Category A: Comprehensive/Full Service - Five (5) prime contracts
- Category B: Small Business Set Aside- Three (3) prime contracts awarded to a certified Small Business (SB) or a Disadvantaged Business Enterprise (DBE) certified firm, (which is also considered to be a Small Business)
- Category C: Specialty Prime – Up to Five (5) specialty service contracts

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

MTS staff reviewed the approved A&E firms in Category A, and utilizing a direct award process, selected Psomas. Psomas has designated Railpros, Bender Rosenthal Incorporated and Ninyo & Moore as its subconsultants. RailPros in particular is well versed in planning studies for track geometry.

For this project Psomas will utilize the following subconsultants:

<b>Firm Name</b>	<b>Classification</b>	<b>Amount</b>
RailPros	None	\$529,496.23
Bender Rosenthal Incorporated	None	\$10,998.72
Ninyo & Moore	Minority Owned Business Enterprise (MBE)	\$19,728.56

Psomas' proposed amount of \$699,915.43 is in-line with MTS's Independent Cost Estimate (ICE) of \$695,154.63 and determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA355-AE-32 under MTS Doc No. PWL355.0-22 (in substantially the same format as Attachment A) with Psomas, in the amount of \$699,915.43 to provide engineering planning services for the Baltimore Junction and Euclid Grade Study.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA355-AE-32



# Metropolitan Transit System

November 9, 2023

MTS Doc. No. PWL355.0-22  
Work Order No. WOA355-AE-32

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

Dear Mrs. Curran:

Subject: MTS DOC. NO. PWL355.0-22, WORK ORDER WOA355-AE-32, GENERAL ENGINEERING PLANNING SERVICES FOR THE BALTIMORE JUNCTION AND EUCLID GRADE STUDY

This letter shall serve as our agreement for Work Order WOA355-AE-32 to MTS Doc. No. PWL355.0-22, for professional services under the General Engineering Consultant Agreement, as further described below.

## SCOPE OF SERVICES

This Work Order shall provide engineering planning services for the Baltimore Junction and Euclid Grade Study. . Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

## SCHEDULE

The Scope of Services, as described above, shall be for a period of thirty-two (32) weeks from the date of the Notice to Proceed.

## PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$699,915.43 without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney  
Chief Executive Officer

\_\_\_\_\_  
Sarah Curran, Vice President  
Psomas

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

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

DRAFT



**ATTACHMENT A  
SCOPE OF SERVICES**

DRAFT

**TITLE: Baltimore Junction and Euclid Grade Study      WOA #: WOA355-AE-32**

## **I. PROJECT DESCRIPTION**

This scope is for the development of a Project Study Report (PSR) for the Baltimore Junction and Euclid Avenue Grade Separation projects.

This scope of work also includes effort to perform project management (including meetings and other coordination), quality assurance / quality control, document control, and other administration to fully prepare and deliver these PSR's.

The scope to deliver each PSR is described in the Scope of Work below.

## **II. SCOPE OF WORK**

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

### **Task 1 – Euclid Avenue Grade Separation**

#### Summary

This project includes grade separating the track crossing at Euclid Avenue, adjacent to the Euclid Avenue Station. The crossing is currently a double track at grade crossing and is known to be disruptive to traffic flows in the surrounding community. The Project Study Report shall provide conceptual design and review of various alternatives to establish feasibility and preliminary costs for the alternatives. The alternatives to be reviewed as part of this scope of work shall include:

- All rail operations being raised above Euclid Avenue.
- Two MTS tracks being raised above Euclid Avenue for trolley operations with freight operations remaining on a single track at grade.
- Lowering all tracks beneath Euclid Avenue.
- Euclid Avenue being raised over the tracks.
- Euclid Avenue being lowered beneath the tracks.

#### Tasks

The Euclid Avenue Grade Separation PSR Development shall include the following tasks:

### **1.1 Project Management**

- Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
- Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

### **1.2 Draft PSR**

#### **1.2.1 Review Existing Document**

Perform review of existing documents pertaining to past studies, efforts, and existing facilities, as provided by MTS.

### **1.2.2 Site Visits**

Perform site visit, with MTS flagging protection, to review, assess, and document existing conditions.

### **1.2.3 Develop Draft Narrative**

Develop Draft PSR narrative. The PSR narrative will follow the Caltrans Project Study Report template and will include the following Elements:

#### **Introduction**

- Provide a brief description of the project scope.
- Provide a summary of the cost ranges for each alternative.

#### **Background**

- Provide a description of the existing site conditions and facility.
- Provide discussion on local and regional agency involvement.
- Provide discussion of any actions or commitments that have taken place to date regarding the proposed project.

#### **Purpose and Need**

- Describe the purpose of the proposed project objectives and how it will address the transportation deficiency.
- Identify the underlying transportation deficiency that needs to be corrected.

#### **Deficiencies**

- Provide a concise discussion of the data that supports the purpose-and-need of the project.
- Provide reference charts, maps, letters, etc. that help describe and illustrate the existing deficiency and purpose-and-need.

#### **Benefits**

- Identify project benefits and determine specific metrics for evaluating and quantifying benefits.

#### **Corridor and System Coordination**

- Provide a description of the coordination with stakeholders.
- Provide a description of consistency with proposed statewide, regional, and local planning efforts.

#### **Delivery Schedule**

- Provide a table showing the timeframe for the major project development milestones.

#### **Community Involvement**

- Discuss the types of public involvement activities that will be required to progress the project.
- Discuss the approach to obtain community involvement, to the extent needed, for the evaluation of alternatives and ultimately to obtain environmental clearance.

### **External Agency Coordination**

- Provide a brief discussion of other external agencies and stakeholders that will be involved in the project and the strategies to perform the discussion.
- Provide a brief discussion of agreements that will be required and the strategy to obtain the agreements.

### **Project Reviews**

- Provide a list of the reviews performed on the scope and alternatives for the project.

### **Project Personnel**

- Provide a list and contact information for key personnel on the project.

### **Additional Information / Reference Material**

- This will be provided in the form of an appendix section and will include:
  - San Diego Trolley Track Chart / Milepost information
  - Previously prepared studies for the project area
  - Any significant Reference Material that was used in the development of the PSR
  - Preliminary Drainage Assessment

## **1.2.4 Develop Project Alternatives**

Development of project alternatives will include the following:

- Provide conceptual, engineered drawings including plan, profile, and sections at critical elements for each alternative listed above.
- Provide an assessment of each alternative and score it based on viability, cost, community impacts, Trolley operations impacts, stakeholder involvement, and other factors to be discussed and agreed upon by MTS.
- Recommend a list of potential viable alternatives that could be advanced to engineering design.
- Provide a description of alternatives that were considered but are not recommended to be advanced into further development.
- Provide a summary discussion of the conceptual engineering assessment of the proposed project.

The conceptual engineering assessment as part of this alternative development will include the following effort by discipline:

- **Structures**
  - Determine existing structure conditions within the project's area and adjacent bridges.
  - Determine, report, and advise on superstructure type for overcrossings, undercrossings, and viaducts.
  - Determine superstructure depth (preliminary calculations to confirm anticipated costs).
  - Review and assess retaining wall requirements and quantities for crossing approaches (road and track).
  - Review and confirm required and standard clearances.

- Develop concept level layout plans, elevations, and sections for major structures on each alternative.
- **Track Engineering and Alignments**
  - Prepare geometric layouts for each alternative, including conceptual horizontal and vertical alignments.
  - Develop cross sections at critical areas, minimum clearance calculations, required track centers, platform locations (if station is going to be elevated), and quantity calculations on major items.
  - Prepare exhibits and corresponding details to support project cost estimates.
  - Perform Engineering analysis including estimating ROW needs.
  - Calculate preliminary track alignments with a focus on rail geometry, clearances, construction methods, and grading and drainage requirements.
  - Prepare conceptual construction phasing plans.
  - For CPUC, develop a potential stakeholder list and determine CPUC requirements, processes, and milestones.
- **Systems**
  - Evaluate rail signal impacts for each of the identified alternatives.
  - Provide preliminary communications requirements.
- **Civil**
  - Perform Right of Way and Utility research. Identify key issue and challenge areas. Document assessment with photographs and summarize findings in the report.
  - Develop a preliminary existing conditions base map utilizing available MTS provided LiDAR data.
  - Develop conceptual horizontal and vertical alignments for alternatives that involve adjustments to Euclid and adjacent streets.
  - Prepare a draft Conceptual Drainage Assessment Report.
  - Develop preliminary project footprint and construction impacts for the identified alternatives.
- **Traffic**
  - Determine Level of Service (LOS), site access, property impacts, and relocation compensation.
  - Verify existing conditions at the grade crossing and adjacent intersections. The team will verify locations of existing street features such as existing interconnected traffic signal equipment, signing and striping, and roadway lighting conditions.
  - Observe the grade crossing and adjacent intersections during AM and PM peak traffic hours to understand traffic flow and behavior at the crossing and adjacent intersections. Adjacent intersections include Euclid Ave and Market Streets and Euclid Ave and Naranja St.
  - Coordinate with the highway authorities and the City of San Diego to collect and review the existing traffic volumes, traffic as-built plans and traffic operations at the crossing and adjacent interconnected signalized intersections.
  - Assess impacts to adjacent streets and intersections from the grade separation project and provide recommendations for mitigation measures.

- **Geotech**
  - Perform a “desktop review” of existing information on soil conditions from previous adjacent projects and provide documentation of findings.
  - Provide conceptual parameters for input into the feasibility of various structures.
  - Prepare boring plan recommendations for future subsurface investigations.
  
- **Right of Way**
  - Assess impacts to surrounding businesses and properties for each alternative.
  - Assess property acquisition needs for each alternative.
  - Determine potential compensation for disruptions to local businesses for each alternative.
  
- **Environmental Compliance**
  - Identify preliminary environmental constraints. The preliminary review will include:
    - One site visit to assess any environmental constraints in the project area.
    - Review of publicly accessible data as part of this preliminary environmental review, which may include topics such as biological resources, archaeological and built environment resources, hazardous materials, coastal zone, and stormwater information, which represent some of the potential sources of delay that can impede project delivery.
    - Review biological resource databases, aerial photos, and any other readily available commercial data to determine the locations and types of biological and aquatic resources that have the potential to occur at the project site and vicinity.
    - Provide a brief description of environmental issues that may influence the project design, schedule, or costs.
    - Provide a brief description of the environmental clearance that will be required to progress the project, including any CEQA or NEPA exclusions that will be utilized to advance the project.
    - Identify and provide a discussion of environmental and regulatory agency permits that will be required to construct the project.

### **1.2.5 Develop Preliminary Estimate**

Develop Preliminary Estimates for the viable alternatives. Work is anticipated to include:

- Coordinate with MTS for input on financial status and schedule to inform the Funding, Programming, and Estimate section.
- Provide a discussion of the existing project funding.
- Provide tables showing proposed and existing funding and the programming timeframe for the funding.
- Develop quantities for items of work.
- Provide a preliminary construction cost estimate for the viable project alternatives and a discussion on how the estimate was developed.

### **1.2.6 Develop Project Risks**

Review potential project risks and anticipated mitigation. The work is anticipated to include:

- Provide a discussion of the potential major risks to the project and a preliminary assessment of the potential cost and schedule impacts of the risks.
- Provide a discussion of the proposed mitigation strategies for the risks.

- Provide a risk register as an attachment to the report.

### **1.2.7 Compile Draft PSR**

The Draft PSR will be compiled to include the draft narrative, alternatives assessment, estimates, risks, and schedule impacts from the various alternatives. The draft report will undergo an internal QAQC review prior to submittal to MTS.

### **1.3 Preliminary Presentation to MTS**

Prepare a presentation outlining the findings from the draft PSR and meet with MTS to present the findings. The presentation will include a discussion of the viable alternatives, rough order of magnitude costs for the alternatives, and estimates on schedule for the alternatives.

### **1.4 Final PSR**

- Prepare itemized response to MTS Comments
- Finalize PSR Document and submit to MTS

### **1.5 Benefit to Cost Analysis (BCA)**

#### **1.5.1 Draft BCA**

Prepare draft BCA based on FRA and Caltrans guidelines and standard practices.

- Develop the different Benefit categories and coordinate with MTS for data input.
- Perform BCA calculations as necessary to produce the BCA ratio.
- Prepare final draft BCA report and submit to MTS.

#### **1.5.2 Final BCA**

Review MTS comments and incorporate into a final BCA document.

## **Task 2 - Baltimore Junction**

### Summary

This project includes upgrading the Baltimore junction to a wye to enhance MTS trolley operational flexibility as well as reviewing land use options on MTS property around the current junction. The PSR will also investigate the feasibility of a transfer station, development options, and constructing other rail infrastructure (such as storage tracks) on the property. The PSR will follow the Caltrans Project Study Report template and will include the following Elements:

### Tasks

The Baltimore Junction PSR Development shall include the following tasks:

#### **2.1 Project Management**

- Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
- Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

## 2.2 Draft PSR

### 2.2.1 Review Existing Document

Perform review of existing documents pertaining to past studies, efforts, and existing facilities, as provided by MTS.

### 2.2.2 Site Visits

Perform site visit, with MTS flagging protection, to review, assess, and document existing conditions.

### 2.2.3 Develop Draft Narrative

Develop Draft PSR narrative. The PSR narrative will follow the Caltrans Project Study Report template and will include the following Elements:

#### Introduction

- Provide a brief description of the project scope.
- Provide a summary of cost ranges for each alternative.

#### Background

- Provide a description of the existing facility.
- Provide a discussion on local and regional agency involvement.
- Provide a discussion of any actions or commitments that have taken place to date regarding the proposed project.

#### Purpose and Need

- Describe the purpose of the proposed project objectives and how it will address the transportation deficiency.
- Identify the underlying transportation deficiency that needs to be corrected.

#### Deficiencies

- Provide a concise discussion of the data that supports the purpose and need of the project.
- Provide reference charts, maps, letters, etc. that help describe and illustrate the existing deficiency and purpose and need.

#### Benefits

- Identify project benefits and determine specific metrics for evaluating and quantifying those benefits.

#### Corridor and System Coordination

- Provide a description of the coordination with stakeholders.
- Provide a description of consistency with proposed statewide, regional, and local planning efforts.

#### Community Involvement

- A discussion of the types of public involvement activities that will be needed to progress the project.
- Discuss the approach to obtain community involvement, to the extent needed, for the evaluation of alternatives and ultimately to obtain environmental clearance.



**Delivery Schedule**

- Provide a table showing the timeframe for the major project development milestones.

**External Agency Coordination**

- Provide a brief discussion of other external agencies and stakeholders that will be involved in the project and the strategies to perform the discussion.
- Provide a brief discussion of agreements that will be required and the strategy to obtain the agreements.

**Project Reviews**

- Provide a list of the reviews performed on the scope and alternatives for the project.

**Project Personnel**

- Provide a list and contact information for key personnel on the project.

**2.2.4 Develop Project Alternatives**

Development of project alternatives will include the following:

- Provide a description of potentially viable alternatives that could be advanced to engineering design.
- Provide a description of alternatives that were considered but are not recommended to be advanced into further development.
- Provide a discussion of the conceptual engineering assessment of the proposed project.
- Provide conceptual drawings including plan, profile, and sections at critical elements for each alternative.

The conceptual engineering assessment as part of this alternative development will include the following effort by discipline:

- **Structures**
  - Determine existing structure conditions onsite and at adjacent bridges.
  - Review the feasibility and requirements to construct a passenger transfer station at this location.
- **Track Engineering and Alignments**
  - Prepare geometric layouts for a third leg to complete the wye, including conceptual horizontal and vertical alignments.
  - Prepare geometric layouts for a transfer station at this location, including conceptual platform locations and dimensions.
  - Develop draft cross sections at critical areas, minimum clearance calculations, required track centers, platform location, and quantity calculations on major items.
  - Prepare draft exhibits and corresponding details to support project cost estimates.
  - Perform Engineering analysis including drafting ROW needs.
  - Prepare preliminary track alignments with a focus on rail geometry, clearances, construction methods, grading, and drainage requirements.
  - Prepare draft construction phasing plans.

- **Systems**
  - Evaluate signal impacts from the identified alternatives.
  - Provide preliminary communications requirements.
  
- **Civil**
  - Perform Site Assessment and identify key issues and challenge areas. Document assessment with photographs and summarize findings in the report.
  - Prepare a draft Conceptual Drainage Assessment.
  - Develop preliminary project footprint and construction impacts of the identified alternatives.
  - Identify adjacent utilities from site visits and aerial photographs to identify conflicts and provide recommendations.
  
- **Geotech**
  - Perform a “desktop review” of existing information on soil conditions from previous adjacent projects and provide documentation of findings.
  - Provide conceptual parameters for input into the feasibility of track and structure construction.
  - Prepare boring plan recommendations for future subsurface investigations.
  
- **Environmental Compliance**
  - Identify preliminary environmental constraints. The preliminary review will include:
  - One site visit to assess any environmental constraints in the project area.
  - Review of publicly accessible data as part of this preliminary environmental review may include topics such as biological resources, archaeological and built environment resources, hazardous materials, coastal zone, and stormwater information, which represent some of the potential sources of delay that can impede project delivery.
  - Review biological resource databases, aerial photos, and any other readily available commercial data to determine the locations and types of biological and aquatic resources that have the potential to occur at the project site and vicinity.
  - Provide a brief description of environmental issues that may influence the project design, schedule, or costs.
  - Provide a brief description of the environmental clearance that will be required to progress the project, including any CEQA or NEPA exclusions that will be utilized to advance the project.
  - Identify and provide a discussion of environmental and regulatory agency permits that will be required to construct the project.

### **2.2.5 Develop Preliminary Estimates**

Develop Preliminary Estimates for the viable alternatives. Work is anticipated to include:

- Coordinate with MTS for input on financial status and schedule to inform the Funding, Programming, and Estimate section.
- Provide a discussion of the existing project funding.

- Provide tables showing proposed and existing funding and the programming timeframe for the funding.
- Develop quantities for items of work.
- Provide a preliminary cost estimate for the viable project alternatives and a discussion on how the estimate was developed.

### **2.2.6 Develop Project Risks**

Review potential project risks and anticipated mitigation. The work is anticipated to include:

- Provide a discussion of the potential major risks to the project and a preliminary assessment of the cost and schedule impacts of the potential risks.
- Provide a discussion of the proposed mitigation strategies for the risks.
- Provide a risk register as an attachment to the report.

### **2.2.7 Compile Draft PSR**

The Draft PSR will be compiled to include the draft narrative, alternatives assessment, estimates, risks, and schedule impacts from the various alternatives. The draft report will undergo an internal QAQC review prior to submittal to MTS.

## **2.3 Preliminary Presentation to MTS**

Prepare a presentation outlining the findings from the draft PSR and meet with MTS to present the findings. The presentation will include a discussion of the viable alternatives, potential land use options, track alignments, potential station arrangements, rough order of magnitude costs for the alternatives, and estimates on schedule for the alternatives.

## **2.4 Final PSR**

- Prepare itemized response to MTS Comments
- Finalize PSR Document and submit to MTS

## **2.5 Benefit to Cost Analysis (BCA)**

### **2.5.1 Draft BCA**

Prepare draft BCA based on FRA and Caltrans guidelines and standard practices:

- Develop the different Benefit categories and coordinate with MTS for data input.
- Perform BCA calculations as necessary to produce the BCA ratio.
- Prepare final draft BCA report and submit to MTS.

### **2.5.2 Final BCA**

Review MTS comments and incorporate into a final BCA document.

## **III. PERIOD OF PERFORMANCE**

The Period of Performance shall be thirty-two (32) weeks from the date of the Notice to Proceed.

## **IV. DELIVERABLES**

Consultant deliverables for Tasks 1 – 2 will vary per project.

## V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

### A. Tasks Schedule:

<b>Task</b>	<b>Begin/End Dates</b>
1) Euclid Avenue Grade Separation	
• Site Assessment	NTP + 6 weeks
• Preliminary Presentation to MTS to Review Alternatives	NTP + 18 weeks
• Draft Project Study Report	NTP + 32 weeks
• Final Project Study Report	4 weeks following receipt of MTS Review
2) Baltimore Junction	
• Site Assessment	NTP + 6 weeks
• Preliminary Presentation to MTS to Review Alternatives	NTP + 12 weeks
• Draft Project Study Report	NTP + 28 weeks
• Final Project Study Report	4 weeks following receipt of MTS Review

### B. Milestones/Deliverables Schedule:

<b>Milestone/Deliverable</b>	<b>Due Date</b>
1) Euclid Avenue Grade Separation	
• Preliminary Presentation to MTS to review Alternatives	NTP + 18 weeks
• Draft Euclid Avenue Grade Separation Project Study Report, including preliminary cost estimate and concept level plans/ exhibits	NTP + 32 weeks
• Response to 1 round of review comments	4 weeks following receipt of MTS Review
• Final Project Study Report addressing comments from MTS Review.	4 weeks following receipt of MTS Review
•	
2) Baltimore Wye	
• Preliminary Presentation to MTS to review Alternatives	NTP + 12 weeks
• Draft Baltimore Wye Project Study Report, including preliminary cost estimate and concept-level plans/ exhibits	NTP + 28 weeks
• Response to 1 round of review comments	4 weeks following receipt of MTS Review
• Final Project Study Report addressing comments from MTS Review.	4 weeks following receipt of MTS Review

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

- MTS will provide LIDAR survey data which will serve as a baseline for existing ground and top of rail elevations.
- MTS will provide operational data.
- MTS will provide current grant information and deadlines.
- MTS will provide information on future funding pursuits that are anticipated for the project.
- Existing documents, studies, and plans for Task 1.2.1 and 2.2.1 review are to be provided by MTS.

## **VII. SPECIAL CONDITIONS**

Not Applicable.

## **VIII. MTS ACCEPTANCE OF SERVICES:**

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

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

## **IX. DEFICIENT WORK PRODUCT**

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

- Revising provided documents,

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

## **X. DELIVERABLE REQUIREMENTS**

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

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

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

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

## **XI. PRICING**

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

## **XII. ADDITIONAL INFORMATION**

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

## **XIII. ADDITIONAL INFORMATION**

### **Project Assumptions:**

- The cost to obtain MTS ROE permits are included in the scope, it is assumed that the site visits will not be performed until a ROE permit is obtained and all personnel are MTS RWP trained.
- Plan development will be limited to the conceptual level to confirm and display feasibility and major issues.
- No detailed design of signal systems or overhead catenary system is included.
- Assumes monthly virtual update meetings with MTS.
- Existing documents and plans for Task 1 are limited to what is included in the SANDAG RTP.
- Existing documents, studies, and plans for Task 2 review are to be provided by MTS.
- Anticipates one site meeting with MTS on-site for each Task.
- Anticipates one site visit for each major discipline (two people each) for each Task.
- Desktop utility research is anticipated as part of the scope of work. Potholing and utility coordination are not included.
- Environmental – The environmental compliance recommendations and assessments will be based on one site visit and a "desktop" review of the information available on the project area and assumptions based on how previous rail enhancement projects in the region have been cleared environmentally.
- Review of the Draft PSR will be performed by MTS Staff.
- MTS Staff will confirm if the existing crossovers and spur track must be retained or replaced.

- All railroad elements must meet the requirements of the SANDAG LRT Design Criteria and the guidelines of the AREMA Manual for Railway Engineering.
- For phasing, MTS will allow one main track to be taken out of service at a time during construction. The remaining main track and station platform must remain in service.
- For phasing, MTS will allow weekend absolute work windows so that new tracks, signals, and OCS can be cut over.
- MTS will provide LIDAR survey data which will serve as a baseline for existing ground and top of rail elevations.
- MTS will provide operational data.
- MTS will provide current grant information and deadlines.
- MTS will provide information on future funding pursuits that are anticipated for the project.
- Task 2 - MTS will permit reductions in curve radii for the existing wye legs.
- Task 2 - Crane access to the existing traction power substation must be maintained, or the substation must be relocated to a new location that permits access.
- Task 2 - Station platforms in curves are permitted, but not preferred.

#### **XIV. PREVAILING WAGE**

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

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**ATTACHMENT B  
NEGOTIATED FEE PROPOSAL**

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# Work Order Estimate Summary

Att.A, AI 15, 11/09/23

<b>MTS Doc. No.</b>	<b>PWL355.0-22</b>
<b>Work Order No.</b>	<b>WOA355-AE-32</b>
<b>Attachment:</b>	<b>B</b>

**Work Order Title:** Baltimore Junction and Euclid Grade Study

**Project No:**

**Table 1 - Cost Codes Summary (Costs & Hours)**

Item	Cost Codes	Cost Codes Description	Total Costs
1		Euclid Avenue Grade Separation	\$469,184.49
2		Baltimore Junction	\$230,730.94

Totals = **\$699,915.43**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Euclid Avenue Grade Separation	2,076.0	\$469,184.49
2		Baltimore Junction	1,272.0	\$230,730.94
3				
4				
5				

Totals = **3,348.0** **\$699,915.43**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	692.5	\$139,691.92
				RailPros	2,238.0	\$529,496.23
				Bender Rosenthall	48.0	\$10,998.72
				Ninyo & Moore	144.0	\$19,728.56

Totals = **3,122.5** **\$699,915.43**

# Work Order Estimate Summary

Total Hours =	693
Total Costs =	\$139,691.92

Consultant/Subconsultant: **Psomas**

MTS Doc. No.: **PWL355.0-22**  
 Work Order No.: **WOA355-AE-32**

Work Order Title: **Baltimore Junction and Euclid Grade Study**

Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Task Manager	Technical Expert - QA/QC	Engineer - Principal	Engineer-3	Engineer-2	Planner - Senior	CADD - Senior	Admin - 3	Archaeolo gist - Senior	Total Hours	Totals
<b>1</b>	<b>Task 1</b>	<b>Euclid Avenue Grade Separation</b>		\$177.92	\$219.98	\$282.57	\$248.20	\$197.27	\$151.35	\$156.74	\$131.84	\$105.77	\$141.50		
	<b>1.1</b>	<b>Project Management</b>													
		Project Startup and Setup, Initial Schedule		7	7							20		34	\$4,900.70
		Overall Project Management, project controls,		8	7									15	\$2,963.22
		Project Meetings		7	7									14	\$2,785.30
		Project Coordination													
	<b>1.2</b>	<b>Draft PSR</b>													
	<b>1.2.4</b>	<b>Develop Project Alternatives</b>													
		Environmental Review		16	12		2				24		12	66	\$10,845.04
		Traffic				91		151	24			4		270	\$59,557.12
	<b>1.5</b>	<b>BCA</b>													
		1.5.1 Prepare Draft BCA				20		44	16					80	\$16,752.88
		1.5.2 Prepare Final BCA				4		8						12	\$2,708.44
														491	\$100,512.70
		Subtotals (Hours) = N/A		38	33	115	2	203	40		24	24	12		
		Subtotals (Costs) =		\$6,760.96	\$7,259.34	\$32,495.55	\$496.40	\$40,045.81	\$6,054.00		\$3,164.16	\$2,538.48	\$1,698.00	<b>491</b>	<b>\$100,512.70</b>
<b>2</b>	<b>Task 2</b>	<b>Baltimore Junction</b>													
	<b>2.1</b>	<b>Project Management</b>													
		Project Startup and Setup, Initial Schedule		7.5	7							20		35	\$4,989.66
		Overall Project Management, project controls,		8	7									15	\$2,963.22
		Project Meetings		7	7									14	\$2,785.30
		Project Coordination													
	<b>2.2</b>	<b>Draft PSR</b>													
	<b>2.2.4</b>	<b>Develop Project Alternatives</b>													
		Environmental Review		10	8		2				30	4	4	58	\$8,979.72
	<b>2.5</b>	<b>BCA</b>													
		2.5.1 Prepare Draft BCA				20		44	16					80	\$16,752.88
		2.5.2 Prepare Final BCA				4		8						12	\$2,708.44
		Subtotals (Hours) = N/A		32.5	29	24	2	52	16		30	24	4	214	\$39,179.22
		Subtotals (Costs) =		\$5,782.40	\$6,379.42	\$6,781.68	\$496.40	\$10,258.04	\$2,421.60		\$3,955.20	\$2,538.48	\$566.00	<b>214</b>	<b>\$39,179.22</b>
		<b>Totals (Summary) =</b>												<b>693</b>	<b>\$139,691.92</b>
		Total (Hours) =	N/A	71	62	139	4	255	56		54	48	4	705	
		Total (Costs) =		\$12,543.36	\$13,638.76	\$39,277.23	\$992.80	\$50,303.85	\$8,475.60		\$7,119.36	\$5,076.96	\$2,264.00		\$139,691.92
		Percentage of Total (Hours) =	N/A	10%	9%	20%		37%	8%		8%	7%	0.0057762	99%	
		Percentage of Total (Costs) =		9%	10%	28%		36%	6%		5%	4%	0.0162071		98%

### Work Order Estimate Summary

Att.A, AI 15, 11/09/23

Consultant/ Subconsultant:

Contract No:

Work Order Title:

Task Order No.

Attachment:

#### TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal =  Subtotal =  Subtotal =  Subtotal =  Subtotal =

#### TASKS/WBS (6-10)

ODC Item	Description	Task 1		Task 2		Task 3		Task 4		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Subtotal =  Subtotal =  Subtotal =  Subtotal =  Subtotal =  Totals =



**Work Order Estimate  
Summary**

Att.A, AI 15, 11/09/23

Consultant/ Subconsultant: **RailPros**

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

Task Order No. **WOA355-AE-32**

Work Order Title: **Baltimore Junction and Euclid Grade Study**

Attachment: **B**

**TASKS/WBS (1-5)**

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Traffic Observation	Day	\$100.00	7	\$700.00								
2	Printing and Reproduction	Ea	\$100.00	1	\$100.00	1	\$100.00						
3	Mileage	Mile	\$0.63	900	\$562.50	900	\$562.50						
4	Meals	Per Diem	\$65.00	8	\$520.00	8	\$520.00						
5													
6													
7													
8													
9													
10													

Subtotal = **\$1,882.50**    Subtotal = **\$1,182.50**    Subtotal =     Subtotal =     Subtotal =

**TASKS/WBS (6-10)**

ODC Item	Description									Totals		
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
1	Traffic Observation										7	\$700.00
2	Printing and Reproduction										2	\$200.00
3	Mileage										1,800	\$1,125.00
4	Meals										16	\$1,040.00
5												
6												
7												
8												
9												
10												

Subtotal =     Subtotal =     Subtotal =     Subtotal =     Subtotal =     Totals = **\$3,065.00**

# Work Order Estimate

Att.A, AI 15, 11/09/23

## Summary

Total Hours =	48
Total Costs =	\$10,998.72

Consultant/Subconsultant: **Bender Rosenthal**

MTS Doc. No.: **PWL355.0-22**

Work Order No.: **WOA355-AE-32**

Work Order Title: **Baltimore Junction and Euclid Grade Study**

Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Project Manager	Technician- Senior	Technician - 3	Admin- Senior	Task Manager	Technician - 1											Total Hours	Totals				
				\$	229.14	\$	171.88	\$	166.82	\$	142.99	\$	126.31	\$	61.96	\$	-	\$	-	\$	-	\$	-		
<b>1</b>	<b>Task 1</b>	<b>Euclid Avenue Grade Separation</b>																							
	1.2	Draft PSR																							
	1.2.4	Develop Project Alternatives																							
		ROW Review			48																			48	\$10,998.72
		Subtotals (Hours) =	N/A		48																			48	\$10,998.72
		Subtotals (Costs) =			\$10,998.72																			<b>48</b>	<b>\$10,998.72</b>
<b>2</b>	<b>Task 2</b>	<b>Baltimore Junction</b>																							
		Subtotals (Hours) =	N/A																						
		Subtotals (Costs) =																							
		<b>Totals (Summary) =</b>																						<b>48</b>	<b>\$10,998.72</b>
		Total (Hours) =	N/A		48																			48	\$10,998.72
		Total (Costs) =			\$10,998.72																				\$10,998.72
		Percentage of Total (Hours) =	N/A		100%																			100%	100%
		Percentage of Total (Costs) =			100%																				100%

## Work Order Estimate Summary

Att.A, AI 15, 11/09/23

Consultant/ Subconsultant:

Contract No:

Work Order Title:

Task Order No.

Attachment:

### TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal =  Subtotal =  Subtotal =  Subtotal =  Subtotal =

### TASKS/WBS (6-10)

ODC Item	Description	Task 1		Task 2		Task 3		Task 4		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Subtotal =  Subtotal =  Subtotal =  Subtotal =  Subtotal =  Totals =

# Work Order Estimate

## Summary

Consultant/Subconsultant: **Ninyo & Moore**

MTS Doc. No.: **PWL355.0-22**

Total Hours = **144**

Work Order No.: **WOA355-AE-32**

Total Costs = **\$19,728.56**

Work Order Title: **Baltimore Junction and Euclid Grade Study**

Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Engineer - 3	Engineer - 1	CADD - 3	Admin - 3					Total Hours	Totals
				\$ 224.35	\$ 177.46	\$ 151.18	\$ 102.13	\$ 101.17	\$ 95.70	\$ -	\$ -	\$ -	\$ -		
1	<b>Task 1</b>	<b>Euclid Avenue Grade Separation</b>													
	1.2	Draft PSR													
	1.2.4	Develop Project Alternatives													
		Geotechnical Review and Report		4	12	24	16	8	8					72	\$9,864.28
		Subtotals (Hours) =	N/A	4	12	24	16	8	8					72	\$9,864.28
		Subtotals (Costs) =		\$897.40	\$2,129.52	\$3,628.32	\$1,634.08	\$809.36	\$765.60					<b>72</b>	<b>\$9,864.28</b>
2	<b>Task 2</b>	<b>Baltimore Junction</b>													
	2.2														
	2.2.4	Develop Project Alternatives													
		Geotechnical Review and Report		4	12	24	16	8	8					72	\$9,864.28
		Subtotals (Hours) =	N/A	4	12	24	16	8	8					72	\$9,864.28
		Subtotals (Costs) =		\$897.40	\$2,129.52	\$3,628.32	\$1,634.08	\$809.36	\$765.60					<b>72</b>	<b>\$9,864.28</b>
		<b>Totals (Summary) =</b>												<b>144</b>	<b>\$19,728.56</b>
		Total (Hours) =	N/A	8	24	48	32	16	16					144	
		Total (Costs) =		\$1,794.80	\$4,259.04	\$7,256.64	\$3,268.16	\$1,618.72	\$1,531.20						\$19,728.56
		Percentage of Total (Hours) =	N/A	6%	17%	33%		11%	11%					78%	
		Percentage of Total (Costs) =		9%	22%	37%		8%	8%						83%



### Work Order Estimate Summary

Att.A, AI 15, 11/09/23

Consultant/ Subconsultant: **Ninyo & Moore**

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

Work Order Title: **Baltimore Junction and Euclid Grade Study**

Task Order No. **WOA355-AE-32**

Attachment: **B**

#### TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
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Subtotal =  Subtotal =  Subtotal =  Subtotal =  Subtotal =

#### TASKS/WBS (6-10)

ODC Item	Description	Task 1		Task 2		Task 3		Task 4		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1											
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Subtotal =  Subtotal =  Subtotal =  Subtotal =  Subtotal =  Totals =



**Metropolitan  
Transit  
System**

**DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 11/2/2023**

**Agenda Item No. 16**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

November 9, 2023

SUBJECT:

Federal Fiscal Year (FFY) 2022 Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities (FTA Section 5310) – Amended and Restated Grant Award

**AGENDA ITEM WILL  
BE PROVIDED  
BEFORE BOARD  
MEETING**

**1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • [sdmts.com](http://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.

