



Executive Committee Agenda

Click link to access the meeting:

<https://www.zoomgov.com/j/1619530340>






Zoom Meeting ID

Ways to Join



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

Webinar Features:

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



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



Phone:

1. If you are joining the meeting audio by phone and viewing the meeting on a device, dial the number provided in the 'join audio' phone call tab of the initial pop-up, and enter the Meeting ID (found in the link).
2. If you are joining by phone only, dial: **+1-669-254-5252** 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 **+1-669-254-5252**
2. Type in the zoom meeting ID found in the link and press #
3. Dial *9 to raise your hand via phone
4. The Clerk will call out the last 4 digits of your phone number to announce you are next to speak
5. Dial *6 to unmute yourself



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



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



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

Instructions for providing in-person public comments:

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

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



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



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



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



Agenda del Comité Ejecutivo

Haga clic en el enlace para acceder a la reunión:

<https://www.zoomgov.com/j/1619530340>






Formas de Participar



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

ID de la reunión
en Zoom

Funciones del Seminario En Línea:

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



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



Teléfono:

1. Si está participando en la reunión mediante audio de su teléfono y viendo la reunión en un dispositivo, marque el número indicado en la pestaña de llamada telefónica “unirse por audio” en la ventana emergente inicial e ingrese el ID de la reunión (que se encuentra en el enlace).
2. Si está participando solo por teléfono, marque: **+1-669-254-5252** 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 **+1-669-254-5252**
2. Ingrese el ID de la reunión en Zoom que se encuentra en el enlace y pulse #
3. Marque *9 para levantar la mano por teléfono
4. El secretario indicará los últimos 4 dígitos de su número de teléfono para anunciar que usted será el siguiente en hablar
5. Marque *6 para desactivar el silenciador



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



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



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

Instrucciones para brindar comentarios públicos en persona:

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

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



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



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



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



Executive Committee

REVISED Agenda

September 5, 2024 at 9:15 a.m.

In-Person Participation: James R. Mills Building, 1255 Imperial Avenue, 10th Floor [Executive Committee Room Board Room](#), San Diego CA 92101

Teleconference Participation: (669) 254-5252; Webinar ID: 161 953 0340, <https://www.zoomgov.com/j/1619530340>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments 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.	Approval of Minutes Action would approve the June 13, 2024 Joint Audit Oversight and Executive Committee meeting Minutes.	Approve
DISCUSSION ITEMS		
4.	Transit Amenities Study (Denis Desmond) Action would provide feedback and direction on the draft framework for the Transit Amenities Study.	Possible Action
5.	Real Estate and Joint Development Program Status Update (Sean Myott and Karen Landers)	Informational
OTHER ITEMS		
6.	Review of Draft September 12, 2024 MTS Board Agenda	
7.	Staff Communications and Committee Member Communications	
8.	Next Meeting Date: October 10, 2024	
9.	Adjournment	





**Metropolitan
Transit
System**

MTS STAFF USE ONLY
Public Comment
AI #: 2 Date: 9/5/24
No. in queue: 1

IN – PERSON PUBLIC COMMENT

SPEAKER INFORMATION (please print)

Agenda Item No.: 2
Name: Alex Wang Telephone: (949) 379-0016
Email: alex@ridesd.org
City of Residence: San Diego
Remark Subject: Trolley Frequency
Affiliated
Organization: RideSD

PLEASE SUBMIT THIS COMPLETED FORM BACK TO THE CLERK

INSTRUCTIONS

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

BOARD OF DIRECTORS MEETING

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

MEETING RECORD

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

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



From: Alex Wong <alex@ridesd.org>
Sent: Tuesday, September 3, 2024 9:19 AM
To: MTS Clerk of the Board
Subject: Re: Non-agenda Public Comment, Sept 5 Executive Committee

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

Dear Clerk of the Board,

Could you disregard my earlier comment and use this one instead, and confirm receipt? Thank you!

Dear MTS Executive Committee:

I applaud MTS' decision to accelerate increasing late night Trolley frequencies to 15 minutes, systemwide. This will allow low-income workers who currently drive to work at graveyard shifts to switch to transit. MTS should also increase Mid-Coast frequencies in June 2025. I am concerned that MTS may delay 7.5 minute frequencies on the Mid-Coast in order to balance deficits. I ask MTS to reconsider this decision. Increased frequency shortens travel times, alleviates overcrowding, and helps passengers feel safer. After all, in 2023, [84% of Trolley Part I Crimes](#) happened at stations rather than on board Trolleys. Increasing Mid-Coast frequencies to 7.5 minutes is an excellent investment. It only costs [\\$3.7 million annually](#) to do so, and the Blue Line has lower per-passenger subsidies than nearly every MTS bus route. And with Blue Line ridership growing by [11.4%](#) in the past fiscal year alone, 7.5 minute Mid-Coast frequencies cannot come sooner.

Sincerely,

On Tue, Sep 3, 2024, 6:39 AM Alex Wong <alex@ridesd.org> wrote:

Dear Clerk of the Board,

Could you confirm receipt of the below comment? Thank you!

Dear MTS Budget Development Committee:

I applaud MTS' decision to accelerate increasing late night Trolley frequencies to 15 minutes, systemwide. This will allow low-income workers who currently drive to work at graveyard shifts to switch to transit. MTS should also increase Mid-Coast frequencies in June 2025. I am concerned that MTS may delay 7.5 minute frequencies on the Mid-Coast in order to balance deficits. I ask MTS to reconsider this decision. Increased frequency shortens travel times, alleviates overcrowding, and helps passengers feel safer. After all, in 2023, [84% of Trolley Part I Crimes](#) happened at stations rather than on board Trolleys. Increasing Mid-Coast frequencies to 7.5 minutes is an excellent investment. It only costs [\\$3.7 million annually](#) to do so, and the Blue Line has lower per-passenger subsidies than nearly every MTS bus route. And with Blue Line ridership growing by [11.4%](#) in the past fiscal year alone, 7.5 minute Mid-Coast frequencies cannot come sooner.

Sincerely,

--

Alex Wong
Data Researcher

www.RideSD.org



"Frequency is Freedom, but [every] 15 minutes isn't frequency" - Alon Levy

From: Sam Borinsky <samborinsky@gmail.com>
Sent: Tuesday, September 3, 2024 10:08 AM
To: MTS Clerk of the Board
Subject: Non-agenda Public comment, Sept 5 Executive Committee

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

Dear MTS Executive Committee:

I applaud MTS' decision to accelerate increasing late night Trolley frequencies to 15 minutes, systemwide. This will allow low-income workers who currently drive to work at graveyard shifts to switch to transit. MTS should also increase Mid-Coast frequencies in June 2025. I am concerned that MTS may delay 7.5 minute frequencies on the Mid-Coast in order to balance deficits. I ask MTS to reconsider this decision. Increased frequency shortens travel times, alleviates overcrowding, and helps passengers feel safer. After all, in 2023, [84% of Trolley Part I Crimes](#) happened at stations rather than on board Trolleys. Increasing Mid-Coast frequencies to 7.5 minutes is an excellent investment. It only costs [\\$3.7 million annually](#) to do so, and the Blue Line has lower per-passenger subsidies than nearly every MTS bus route. And with Blue Line ridership growing by [11.4%](#) in the past fiscal year alone, 7.5 minute Mid-Coast frequencies cannot come sooner. On top of this, the green line has great Transit Oriented Development already developed and more on the way. With these closely connected primarily residential areas, there is a high amount of local trips. With short local trips comes a need for short trip times. By also increasing the Green line's frequency to 7.5 minutes, ridership would significantly increase as riders have to wait far less for the trolley to come. Please increase frequency on the trolleys.

Sincerely,

From: Jack Moyle <jackmoyle@gmail.com>
Sent: Tuesday, September 3, 2024 9:45 PM
To: MTS Clerk of the Board
Subject: Non Agenda Public Comment, Sep 5 Executive Committee

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

Dear MTS Executive Committee:

I applaud MTS' decision to accelerate increasing late night Trolley frequencies to 15 minutes, systemwide. This will allow low-income workers who currently drive to work at graveyard shifts to switch to transit. MTS should also increase Mid-Coast frequencies in June 2025. I am concerned that MTS may delay 7.5 minute frequencies on the Mid-Coast in order to balance deficits. I ask MTS to reconsider this decision. Increased frequency shortens travel times, alleviates overcrowding, and helps passengers feel safer. After all, in 2023, [84% of Trolley Part I Crimes](#) happened at stations rather than on board Trolleys. Increasing Mid-Coast frequencies to 7.5 minutes is an excellent investment. It only costs [\\$3.7 million annually](#) to do so, and the Blue Line has lower per-passenger subsidies than nearly every MTS bus route. And with Blue Line ridership growing by [11.4%](#) in the past fiscal year alone, 7.5 minute Mid-Coast frequencies cannot come sooner.

Sincerely,

Jack Moyle
(850) 566-9500

MINUTES
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
JOINT AUDIT OVERSIGHT AND EXECUTIVE COMMITTEE

June 13, 2024

[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 Joint Audit Oversight and Executive Committee meeting to order at 9:03 a.m. A roll call sheet listing Joint Audit Oversight and Executive Committee member attendance is attached.

2. Public Comment

Alex Wong – Provided a verbal statement to the Board during the meeting. Alex urged the Board to increase Trolley service frequency.

3. Approval of Minutes

Vice Chair Goble moved to approve the minutes of the February 1, 2024, Audit Oversight Committee and May 9, 2024 Executive Committee meeting minutes. Board Member Frank seconded the motion, and the vote was 4 to 0 in favor with Board Member Montgomery Steppe, Board Member Moreno and Board Member Bush absent.

DISCUSSION ITEMS

4. The Pun Group Engagement Letter for the Fiscal Year (FY) 2024 Audit (Erin Dunn)

Erin Dunn, MTS Controller, and Coley Delaney, with The Pun Group, presented on The Pun Group Engagement Letter for the FY 2024 Audit. They presented on: the scope of work, manager's responsibilities, auditor's responsibilities, interim audit process and interim audit results.

Public Comment

There were no Public Comments.

Action Taken

No action taken. Informational item only.

5. Interim Audit (Erin Dunn)

Ms. Dunn and Mr. Delaney presented on the Interim Audit. They outlined the interim audit procedures and results.

Public Comment

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA expressed difficulty logging onto the meeting and was concerned other commenters may experience the same issue.

Action Taken

No action taken. Informational item only.

6. Fiscal Year (FY) 2025 Proposed Operating Budget (Gordon Meyer)

Gordon Meyer, MTS Manager of Financial Planning, presented on FY 2025 Proposed Operating Budget. He outlined: the operating budget overview, revenue summary, service levels (removing Senate Bill (SB) 125 funding), expenses summary, consolidated revenue less expenses, updated 5-year projection, structural deficit, next steps, and staff's recommendation.

Sharon Cooney, MTS Chief Executive Officer, let the committee know that the agency is applying for various other grants to remedy potential SB 125 funding removal.

Public Comment

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA expressed dissatisfaction with the agency's program funding allocation.

Committee Comment

Board Member Moreno restated her support at the May Budget Development Committee, to postpone the launch of the 910 Bus route due to SB125 funding uncertainties. She noted the State's intention to delay the disbursement of SB 125, rather than remove it. She advocated for funding restoration and asked staff if they have coordinated with members of the San Diego Delegation or Senator Toni Atkins about the potential funding cuts.

Ms. Cooney replied that she has met with members of the delegation and Senator Atkins office. In her capacity as the California Transit Association Chair, she has also met with the State Budget Committee, Governor's Office, and is working on posting an op-ed about the matter. The legislative proposal that has moved to a discussion with the Governor includes SB 125 funding. She noted that the release date has shifted and that it was unclear when the current funding allocation would be unfrozen. Ms. Cooney acknowledged an upcoming meeting where she would meet with CalSTA's (California State Transportation Agency) Transit Transformation Task Force.

Board Member Moreno urged the Chair and the committee to coordinate with the San Diego Delegation for a final push. She also asked that, if the SB 125 funding was restored after the June 20th Board of Director's meeting, what would be the procedure to ensure that the funding was included in the FY 25 budget. Mr. Meyer outlined the scenario, noting the agency would have the final funding update in July 2024 and would discuss priorities. Then, the budget would be formally amended in January of 2025.

Board Member Moreno listed trolley frequencies and the launch of the new Route 910 bus route as top priority projects that SB 125 would fund. Board Member Moreno asked to see the Capital Improvement Program (CIP) portfolio at the July 18th Board meeting. She also noted that safety-related funding should not be re-allocated.

Board Member Moreno asked staff about the operating deficit reserve. Mr. Meyer replied that MTS currently has \$57 million in the operating deficit reserve and expects to contribute an additional \$30 million to the reserve at the end of FY24, resulting in a projected balance of \$87 million, heading into FY25. The proposed FY25 budget includes the usage of \$32 million in reserves to balance the budget, leaving an estimated \$55 million at the end of FY25 and

heading into FY26. Board Member Moreno asked Mr. Meyer to confirm if the stimulus reserve is funding the deficit. Mr. Meyer confirmed.

Board Member Moreno also asked that the Grant Award list be brought forward to the Committee for review. She stated that as a long-term solution, she supports MTS exploring a revenue measure.

Vice Chair Goble referenced the 10% increase for personnel expenses (slide 5) and asked if that increase was due to the salary survey adjustments. Mr. Meyer confirmed that the Salary Survey contributed to the increase and clarified that the agency added an additional 86 full time employees (FTEs) that included the additional security personnel increase, flagging wage increases, health and welfare union proposal costs and increases to the employer contribution plan. He stated that estimated allocations made up the figure, since there were several one-off scenarios. Vice Chair Goble asked to clarify that the upcoming year's figure should be lower. Mr. Meyer confirmed his statement.

Vice Chair Goble referenced slide 8 and asked staff to present on what projects would be affected if funds are shifted from CIP to operations. Ms. Cooney added that staff is coordinating a summer meeting with the Budget Development Committee to talk through those nuances. Mr. Meyer added that any funding allocation shifts would require a formal CIP Budget amendment, which would require formal Board approval. Ms. Cooney added that the plan for SB 125 allocates funding towards service increases and capital projects first and then covers deficit reductions later in the allocation plan. She asked the Board if the Executive Committee would rather allocate funding into the reserve and push out project start dates. Vice Chair Goble noted the difference between capital improvement maintenance versus a wish list.

Board Member Elo-Rivera asked for additional information on CIP grants. Ms. Cooney replied that the agency recently submitted a grant proposal for CIP funds from the Federal Government, and the grant results will be announced at the end of June 2024. As the agency receives additional grants, staff can better re-allocate funding. Board Member Elo-Rivera asked how staff would notify the Board about the funding availability for action. Ms. Cooney envisioned having those conversations with the Budget Development Committee over the summer and then to the Board for approval. Board Member Elo-Rivera asked staff to confirm that what the Board would approve is contingent on what grants are awarded for the remainder of the year. Ms. Cooney confirmed and added that the Board will have several opportunities to make changes, since staff will bring forth an amended CIP and Operations proposal. Board Member Elo-Rivera asked that staff present various options for the Board to choose from and to keep the Board informed of the grant award results. Ms. Cooney also added a potential additional revenue stream from the Citizen's Initiative at San Diego Association of Governments (SANDAG).

Board Member Montgomery Steppe referenced the June 7 Public Security Committee on Fare Evasion Revenue Impact Analysis presentation. She noted a difference in the way that several factors are contributing to the shortfall of revenue collection. She highlighted the difference between advanced payment and stored value system. The various issues were shown by supporting data and believed that it changed the recommendations.

Action Taken

Board Member Moreno moved to recommend that the MTS Board of Directors 1) Receive testimony, review, and comment on the FY 2025 MTS Operating Budget at a public hearing to be scheduled on June 20, 2024; and 2) Enact Resolution No. 24-06 adopting the FY 2025 operating budget for MTS, San Diego Transit Corporation (SDTC), San Diego Trolley (SDTI), MTS Contract Services, and the Coronado Ferry. Vice Chair Goble seconded the motion, and the vote was 6 to 0 in favor with Board Member Bush absent.

OTHER ITEMS

7. Review of Draft June 20, 2024 Board Agenda

Recommended Consent Items

3. Approval of Minutes

Action would approve the May 16, 2024 Board of Directors meeting minutes.

4. Chief Executive Officer (CEO) Report

5. Policy No. 26, Disadvantaged Business Enterprise Program – Policy Revisions

Action would approve revisions to Board Policy No. 26, Disadvantaged Business Enterprise Program.

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

7. Operations Budget Status Report for April 2024

8. Renewal of City Agreements to Regulate For-Hire Vehicle Services

Action would approve a five-year extension of existing agreements for For-Hire Vehicle Regulation with the cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, and Santee.

9. PRONTO Operations Technical Support – Sole Source Contract Amendment

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 11 to MTS Doc. No. G1923.0-16, as a Sole Source extension, with Jacobs Engineering Group Inc. (Jacobs), to provide operations technical support services for the PRONTO fare payment system in the amount of \$361,063.00 from June 30, 2024 to June 30, 2026.

10. Mission San Diego Station Fence Repair – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC348-07 under Job Order Contract (JOC) to MTS Doc. No. PWG348.0-22, with Veterans Engineering Inc. (Veterans), a Disabled Veteran Business Enterprise (DVBE), in the amount of \$228,001.06 for removing and replacing the coping on top of the Mechanically Stabilized Earth (MSE) wall near Mission San Diego Station.

- 11. Architecture and Engineering (A&E) On-Call Services – Capacity Increase**
Action would approve a capacity increase in the amount of \$20,000,000 for MTS A&E On-Call Work Orders based on the following seven (7) Master Agreements: PWL352.0-22, PWL353.0-22, PWL354.0-22, PWL355.0-22, PWL356.0-22, PWL357.0-22, and PWL358.0-22 for the provision of On-Call A&E Services through the remaining duration of the current five-year contract period, expiring June 30, 2027.
- 12. Orange Line Improvement Project (Project) – Special Trackwork Materials – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1672.0-24, with Progress Rail Services (Progress Rail), for the one-time supply of special trackwork materials, in the amount of \$1,077,473.06 inclusive of 7.75% CA Sales Tax.
- 13. Fenton Parkway Grade Crossing and Wyverd Fiber Installation Construction Management (CM) Services – Work Order Amendment**
Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2496-CM02.01 under MTS Doc. No. G2496.0-21 with AECOM Technical Services Inc. (AECOM) for the Fenton Parkway Grade Crossing and Wyverd Fiber Installation CM services in the amount of \$40,002.94.
- 14. Hitech Maintenance and Support Services for UTC and Nobel Transit Parking Structures – Sole Source Contract Award**
Agenda Item will be provided prior to Board Meeting.
- 15. Construction Management (CM) Services for South Bay Zero Emission Bus (ZEB) Overhead (OH) Charging Infrastructure Installation and Iris Rapid Station Infrastructure – Work Order Amendment**
Agenda Item will be provided prior to Board Meeting.
- 16. Transit Enforcement and PRONTO Hand-Held Units (HHU) – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to Execute MTS Doc. No. G2869.0-24, with Vantage ID Applications, Inc. (Vantage), a Small Business (SB), in the amount of \$537,204.69 for a period of five (5) years for the purchase of Transit Enforcement and PRONTO HHUs.
- 17. Revisions to Ordinance No. 5 Relating to The Enforcement Authorities of Designated MTS Employees**
Agenda Item will be provided prior to Board Meeting.
- 18. Transit Enforcement Body Worn Cameras (BWC) – Sole Source Contract Award**
Agenda Item will be provided prior to Board Meeting.
- 19. Chief Executive Officer Employment Agreement – Contract Amendment**
Agenda Item will be provided prior to Board Meeting.

Board Member Montgomery Steppe asked if item 22 would be brought forward with comments from the June 7, 2024 Public Security Committee. Karen Landers, MTS General Counsel, assured the Committee that staff would present similar information presented to the Public Security Committee. She noted the removal of some slides and inclusion of additional information on stored value deferred revenue, per the request of the Public Security Committee. Ms. Cooney offered that the presentation be sent to Member Montgomery Steppe's office for review.

8. Other Staff Communications and Business

There was no Other Staff Communications and Business discussion.

9. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

10. Next Meeting Date

The next Joint Audit Oversight and Executive Committee meeting is to be determined. The next regularly scheduled Executive Committee meeting is scheduled for July 11, 2024, at 9:00 a.m. [Clerk's Note: the July 11, 2024 Executive Committee meeting was subsequently cancelled.]

11. Adjournment

The meeting was adjourned at 9:57 a.m.

/S/ Stephen Whitburn
Chairperson
San Diego Metropolitan Transit System

/S/ Dalia Gonzalez
Clerk of the Board
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
JOINT AUDIT OVERSIGHT & EXECUTIVE COMMITTEE MEETING

ROLL CALL

MEETING OF (DATE): June 13, 2024 CALL TO ORDER (TIME): 9:03 a.m.

RECESS: _____ RECONVENE: _____

CLOSED SESSION: _____ RECONVENE: _____

_____ ADJOURN: 9:57 a.m.

REPRESENTING	MEMBER	EC ALTERNATE	PRESENT (time arrived)	ABSENT (time left)
AOC & EC Chair	Whitburn <input checked="" type="checkbox"/>	No Alternate <input type="checkbox"/>	9:03 a.m.	9:57 a.m.
AOC & EC Member	Elo-Rivera <input checked="" type="checkbox"/>	Joe LaCava <input type="checkbox"/>	9:03 a.m.	9:57 a.m.
AOC & EC Member	Montgomery Steppe <input checked="" type="checkbox"/>	Vargas <input type="checkbox"/>	9:10 a.m.	9:57 a.m.
AOC & EC Member	Frank <input checked="" type="checkbox"/>	Hall <input type="checkbox"/>	9:03 a.m.	9:57 a.m.
AOC & EC Member	Moreno <input checked="" type="checkbox"/>	Bush <input type="checkbox"/>	9:11 a.m.	9:57 a.m.
AOC & EC Member	Bush <input type="checkbox"/>	Leyba- Gonzalez <input type="checkbox"/>	ABSENT	ABESENT
AOC & EC Vice Chair	Goble <input checked="" type="checkbox"/>	No Alternate <input type="checkbox"/>	9:03 a.m.	9:57 a.m.

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



Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

September 5, 2024

SUBJECT:

Transit Amenities Study (Denis Desmond)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee provide feedback and direction on the draft framework for the Transit Amenities Study (Attachment A).

Budget impact

The Transit Amenities Study (TAS) is estimated to cost up to \$500,000, with the amount to be included in the FY 2025 Mid-Year Budget Amendment. MTS staff will seek opportunities for a grant to cover the cost, including competing for an upcoming CalTrans Planning Grant.

DISCUSSION:

An administrative policy on the Distribution of Transit Amenities is a requirement of Federal Transit Administration (FTA) for compliance with Title VI of the Civil Rights Act. The MTS Board of Directors is also required to approve a monitoring report of this policy every three (3) years. Board discussion of this policy and monitoring report over the past year led to a Board request for a supplementary Transit Amenities Plan (TAP) that would be more aspirational in nature and include the potential options and costs for an expansion of the types and quantities of amenities offered to MTS riders.

MTS has traditionally focused on providing the highest level of amenities for passengers at the most effective cost by: 1) standardizing MTS-provided amenities throughout the system, 2) using advertising revenues to pay for the maintenance of amenities, and 3) leveraging existing amenities already being provided by others. MTS's Distribution of Transit Amenities policy reflects this framework.

Two major themes have emerged that suggest a transit amenities study would be useful to guide the future growth of where and how MTS provides amenities to its riders:

- 1) Focus on investment in underserved and disadvantaged communities: more recent agency goals and directives have driven investments in amenities and other projects towards



disadvantaged communities. Often, these areas lack infrastructure to support MTS' traditionally provided amenities, making it more challenging and costly to implement projects within these communities. This warrants a more wholistic approach to determining how MTS can achieve goals to reverse traditional underinvestment in disadvantaged areas and to ensure that the entire program of amenities is ultimately equitable for all riders.

- 2) Interest in growing the amenities offered to MTS riders: Board comments have reflected a desire to explore enhancing the rider experience by improving the levels of amenities offered. A TAP would function to understand the universe of options, determine what makes sense for MTS, and estimate costs for various alternatives to move forward.

MTS intends to engage a consultant with broad prior experience to complete this study. The attached draft framework details the major tasks that would be asked of the consultant. Staff will use feedback from the Executive Committee to refine the framework and develop the Scope of Work. The final deliverable of this study would be the TAP.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Framework for Transit Amenities Study

MTS Transit Amenities Study

DRAFT Scope of Work Framework

The Scope of Work Framework below is not final or necessarily comprehensive. It is drafted to frame a discussion at the MTS Executive Committee on the desires and expectations of the consultant's work and the final Transit Amenities Plan.

Task 1 | Project Management

Task 2 | Stakeholder Engagement

Deliverables:

- 1) Stakeholder Outreach Plan
- 2) Stakeholder Feedback Summary Report

Task 3 | Rail Stations and Bus Stops Amenities Inventory

Task 3.1 – Current Inventory

3.1.1. Rail Stations

- Amenities present. Current passenger amenities at some or all MTS rail stations include:
 - Station identification signage
 - Seating
 - Shelters (large canopies and small canopies)
 - Lighting
 - Trash/Recycling receptacles
 - Static information displays
 - Electronic information displays and/or variable message signs
 - Elevators/escalators
 - Public address system
 - Security cameras
 - Public Wi-Fi
 - Ticket vending machines
 - Fare validators
 - Nearby public restroom

3.1.2. Bus Stops

- Amenities present, including ownership and condition. Current passenger amenities at some or all MTS bus stops include:
 - Bus stop blade (with or without MTS pole)
 - Seating
 - MTS standalone benches

- MTS shelter benches
 - Benches by others
 - Adjacent seating by others
- Shelters
 - MTS standard shelters
 - MTS Rapid shelters
 - Shelters by others
 - Adjacent overhang/roof
- Lighting
 - MTS-provided (via shelter or standalone lighting)
 - Streetlighting
 - Adjacent spillover lighting
- Trash/Recycling receptacles
 - Attached to MTS standard shelters
 - MTS fixture at Rapid station or transit center
 - Trash cans by others
- Static information displays
- Electronic information displays and/or variable message signs
- Elevators/escalators
- Security cameras
- Public Wi-Fi
- Ticket vending machines
- Nearby public restroom
- Clear space available for additional amenities
- ADA Compliance
 - Required 5' x 8' clear space at front door of bus
 - Maximum 2% cross slope
 - Surface smooth and stable
 - ADA Path of Travel (access to/from stops)
 - 48" path of travel
- Sidewalks and close by curb cuts
- ROW/clearance restrictions
 - Adjacent walls or slopes
 - Dense utilities in area
 - Other

Deliverables:

- 1) Spreadsheet of all stops and stations with inventory of amenities and related attributes.
- 2) Geographic Information System (GIS) mapping of all MTS stops and stations with layers for all amenity attributes.

Task 4 | Current and Future Industrywide Trends in Amenities

MTS seeks to learn from other agencies from North America and beyond the trends in providing amenities to public transportation passengers, including:

- Types of amenities that can improve equity, increase accessibility, and enhance the user experience
 - Improved designs of amenities MTS already offers
 - New types of amenities that MTS doesn't currently offer
- Costs and financing
- Delivery methodologies
- Public-public partnerships

- Public-private partnerships
- Community partnerships

Deliverable: White paper on the current state-of-the-art in the transit industry, including alternatives and costs for various types of station and stop amenities.

Task 5 | Recommendations and Cost Estimates

The review of MTS' current amenities and service area conditions in Task 3, plus the universe of possibilities explored in Task 4, are to be used to make recommendations for the installation of new amenities to the MTS inventory of bus stops and rail stations.

MTS' Distribution of Transit Amenities Policy includes the following statement:

*MTS has established goals for the improvement of bus stops in communities of concern. These goals can override [prioritization based on ridership] to ensure that capital and operational investments are focused in areas that have been historically disinvested. The current methodology of determining disadvantaged communities is the California Climate Investments Priority Populations 2023 Map, which is based on **CalEnviroscreen 4.0**. Certain federal programs and grants may also require the consideration of communities identified as disadvantaged by the Justice40 Initiative.*

Recommendations for new and added amenities, and any other improvements at stations and stops, should prioritize any physical improvements and financial investments in communities of concern, as defined above. The sum of all stops recommended for improvement, and the sum of all recommended added investment, must exceed the MTS service area average for MTS Policy 42-defined low-income and minority communities.

Task 5.1 – Recommendations

This task will provide recommendations for a future expansion of MTS' amenities at rail stations and bus stops.

- Recommendations should address inequities, improve passenger safety and security, enhance riders' experience and the community environment, and increase transit ridership.
- Recommendations should consider value, return-on-investment, and limitations of finite funds for on-going O&M costs.
- Recommendations should consider durability and maintainability in a challenging operating environment, and the levels of staffing, spare parts, and other resources necessary to maintain amenities in good state-of-repair. Reasonableness is critical to ensure feasibility.
- Recommendations are to be prioritized to enable implementation at the level of funding that is available and in order of implementation priority.

Task 5.2 – Cost Estimates

The recommendations in Task 5.2 are to be estimated, with costs to include:

- Site preparation work
- Extension of hardscape

- Purchase of any right-of-way necessary
- Installation of power, communications, conduit, water supply, etc., and any associated meters or equipment
- Construction of any structures or facilities, including design, engineering, environmental, and permitting.
- Capital costs of any fixtures, equipment, and amenities
- Operating and maintenance costs for cleaning, repairs, maintenance, including additional staff time anticipated

Some recommendations may be consolidated into an overall number of stations/stops to be improved rather than costing for individual locations. Estimates may be a high level average for less intensive amenities such as benches and shelters.

Deliverables:

- 1) Complete list of recommendations, scalable to available budget, for amenities improvements at MTS stations and stops. Recommendations shall also be mapped and provided in GIS format.
- 2) Cost estimates for recommendations in spreadsheet format showing breakdown for capital costs, and O&M costs, etc.

Task 6 | Transit Amenities Plan

The information from all previous tasks is to be consolidated into a Transit Amenities Plan (TAP) that will be used by MTS as a guideline for the future growth of amenities at MTS stops and stations. The TAP should be both aspirational and realistic, to ensure that recommended projects can be considered for future implementation.

Deliverable: Final Transit Amenities Plan, with presentation to MTS Board of Directors.



**Metropolitan
Transit
System**

Item No. 4, 09/05/2024

Transit Amenities Study

Executive Committee

Background

- Distribution of Transit Amenities Policy is a federally-required administrative policy that guides MTS' provision of amenities
- Every 3 years, transit agency boards are required to approve a monitoring report of the Distribution of Transit Amenities Policy. This was most recently done at MTS in July 2024.
- MTS Board discussion included a desire for a more aspirational 'transit amenities plan' that would propose and estimate costs for expanding the type and number of amenities that MTS provides to riders.

Background

- Staff proposed engaging a consultant with subject expertise to conduct a Transit Amenities Study and develop a Transit Amenities Plan
- Estimated budget of \$500k would be added to FY25 and FY26 operating budgets; staff will look for grant funding opportunities
- Periodic progress reports to Executive Committee
- Seeking feedback today on draft framework for Scope of Work

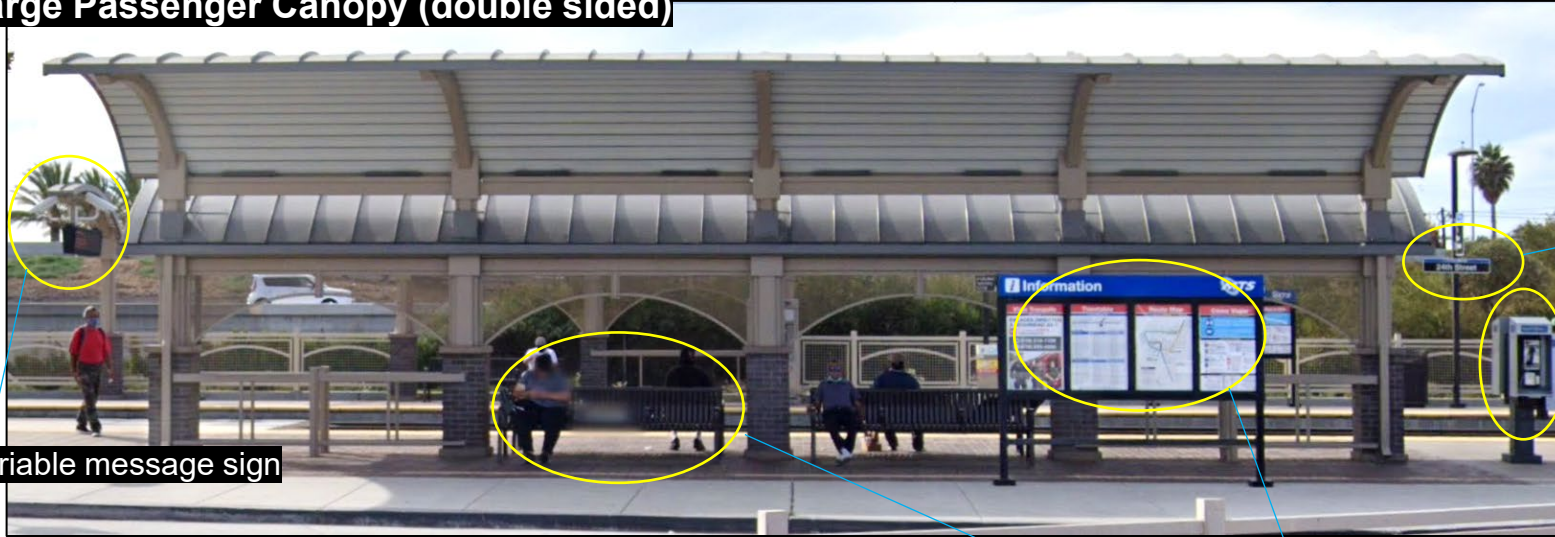
MTS Amenities Today...

- Current Trolley station amenities
- Current bus stop amenities
 - MTS has MOUs for amenities only in some jurisdictions:
 - Typically shelters and/or benches
 - Long-time: Cities of La Mesa, Imperial Beach*, National City*, San Diego, Santee*
 - Recent: County of San Diego, Cities of Chula Vista, Lemon Grove
 - In progress: City of El Cajon
- Some cities prefer their own amenities: Coronado, Poway

** Also installed their own bus stop furniture*

Current Trolley Station Amenities

Large Passenger Canopy (double sided)



Variable message sign

Station
Identification
signage

Payphone

Small Passenger Canopy (double sided)



Seating

Vending machines

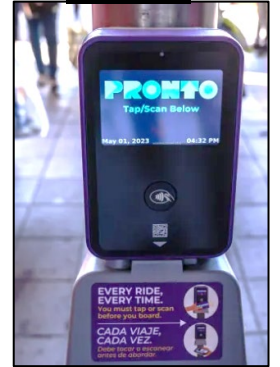
Trash/recycling cans

Static information kiosk

Ticket
Vending
Machine



PRONTO
Validator



SOME STATIONS:

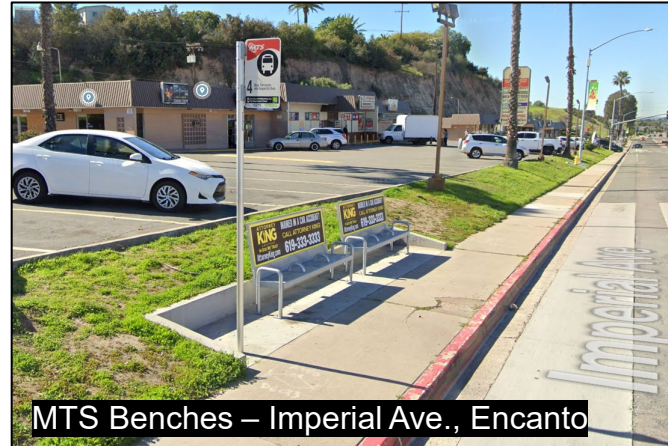
- Elevators
- Escalators (SDSU only)
- MTS-Provided Restrooms
 - San Ysidro
 - Old Town
 - E Street
 - El Cajon
 - 12th & Imperial

Current MTS Bus Stop Furniture

Standard MTS Shelters



Standard MTS Benches



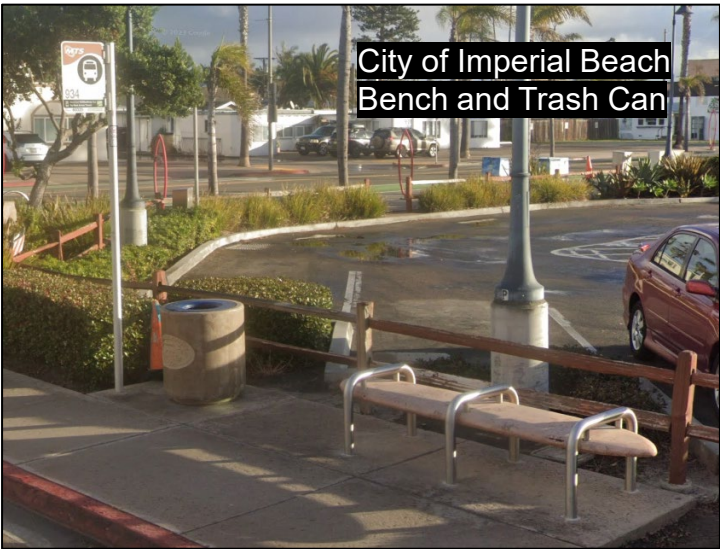
Rapid Stations (TransNet)



Other Bus Stop Furniture



City of Lemon Grove Shelter



City of Imperial Beach
Bench and Trash Can



Third Party Shelter & Seating



City of San Diego Trash Can

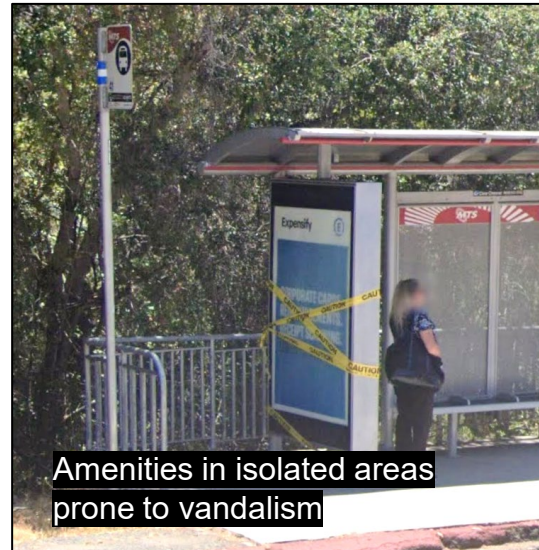


Third Party Shelter,
Seating, and Trash Can
(City Heights Business Assn.)



Third Party Benches & Trash Can
(Point Loma Association)

Bus Stop Amenity Challenges



Scope Framework

Transit Amenities Study

Task 1: Project Management

Task 2: Public Outreach

Task 3: Current Inventory

Task 4: Industry Trends in Amenities

Task 5: Recommendations & Cost Estimates

Task 6: Transit Amenities Plan

Staff Recommendation

That the Executive Committee provide feedback and direction on the draft framework for the Transit Amenities Study.



**Metropolitan
Transit
System**

Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

September 5, 2024

SUBJECT:

Real Estate and Joint Development Program Status Update (Sean Myott and Karen Landers)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Staff will present a briefing on joint development projects and negotiations related to potential projects.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

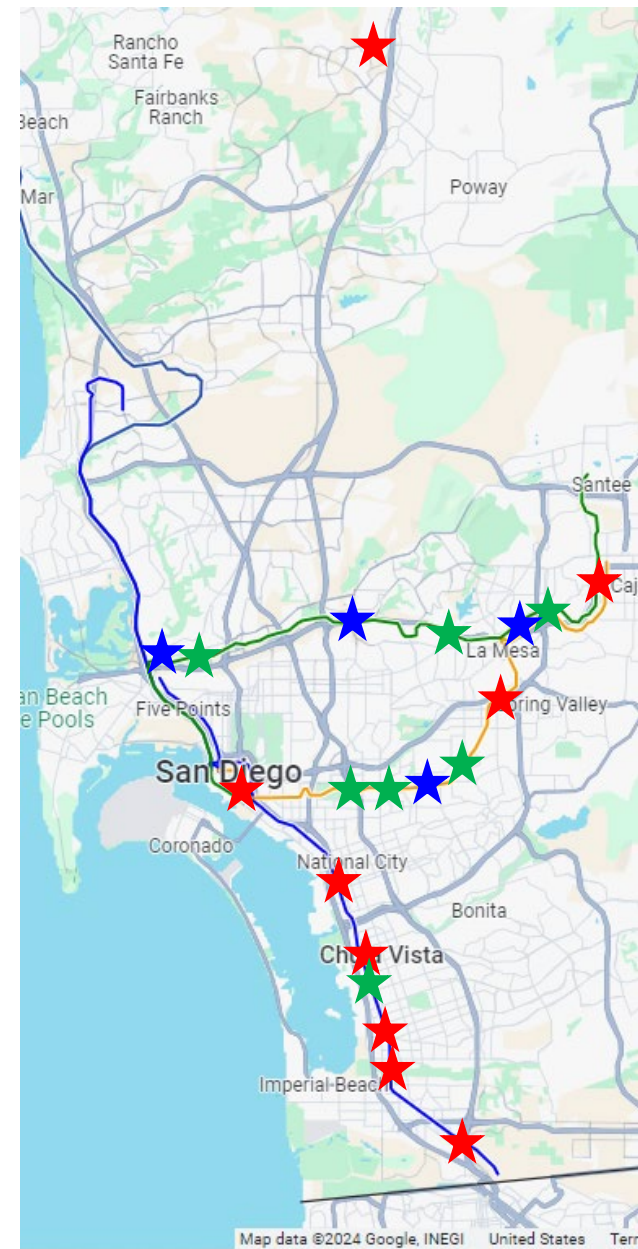


Joint Development Program Status Update

Executive Committee

MTS Joint Development Overview

- ★ Under Contract = 9
- ★ Opportunity Sites = 7
- ★ Completed & Occupied = 5



City of San Diego TOD Sites

★ Under Contract

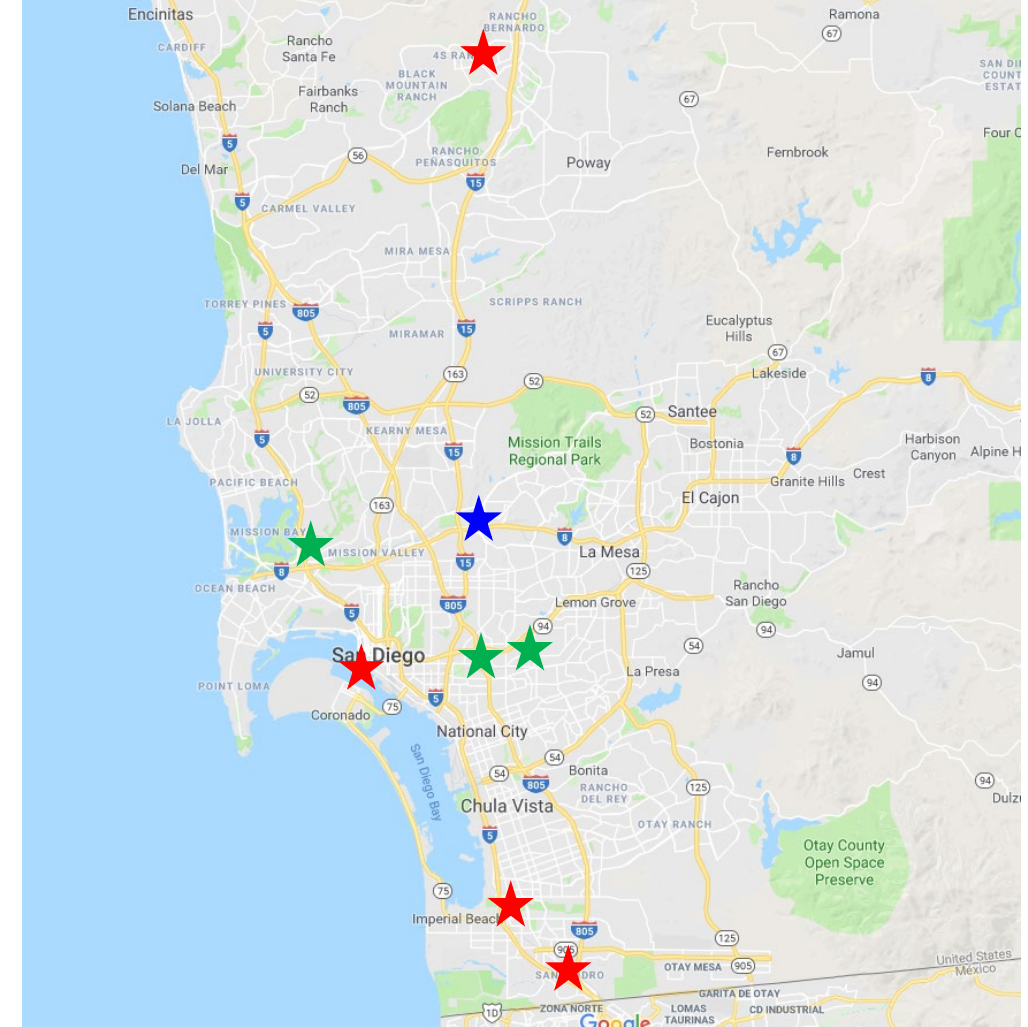
- **Rancho Bernardo**
 - Affirmed *SkyLINE*, 100 homes + ~14k SF office, In construction, Completion in Q1 2026
- **12th and Imperial**
 - MTS and San Diego Foundation Collaboration
- **Beyer Blvd**
 - Affirmed DDA March 2022, Construction start ~Q1 2024
- **Palm Ave**
 - National CORE & Malick DDA December 2021, ~390 units)

★ Opportunity Site

- Euclid (2.5 ac)
 - Significant Transit Center Needs
- 47th Street (4 ac)
- Riverwalk (13.7 ac)
 - Won't be viable until Riverwalk development constructed

★ Recently Completed

- Grantville
 - Greystar *Union Grantville*, 250 homes, Completed Aug 2023
 - Affirmed *ShoreLINE* - 126 homes, Completed February 2024



Grantville – Market and Affordable



- 100% Affordable
- Opened February 2024
- 126 homes
- \$1.4M grant for station improvements –
Landscaping Complete & Paint In Progress



- Market Rate
- Open Aug 2023
- 250 homes; ~\$740K/year rent to MTS
- 100 transit replacement parking spaces
 - Signage update in progress

Rancho Bernardo Transit Station

- Affirmed Housing *SkyLINE*
 - 100 homes + ~14k SF office
 - In construction, Feb 2024 - ~Q1 2026
 - Parking: 84 transit reserved, 38 office, 76 resident parking spaces
 - Estimated \$34k/yr office rent revenue to MTS

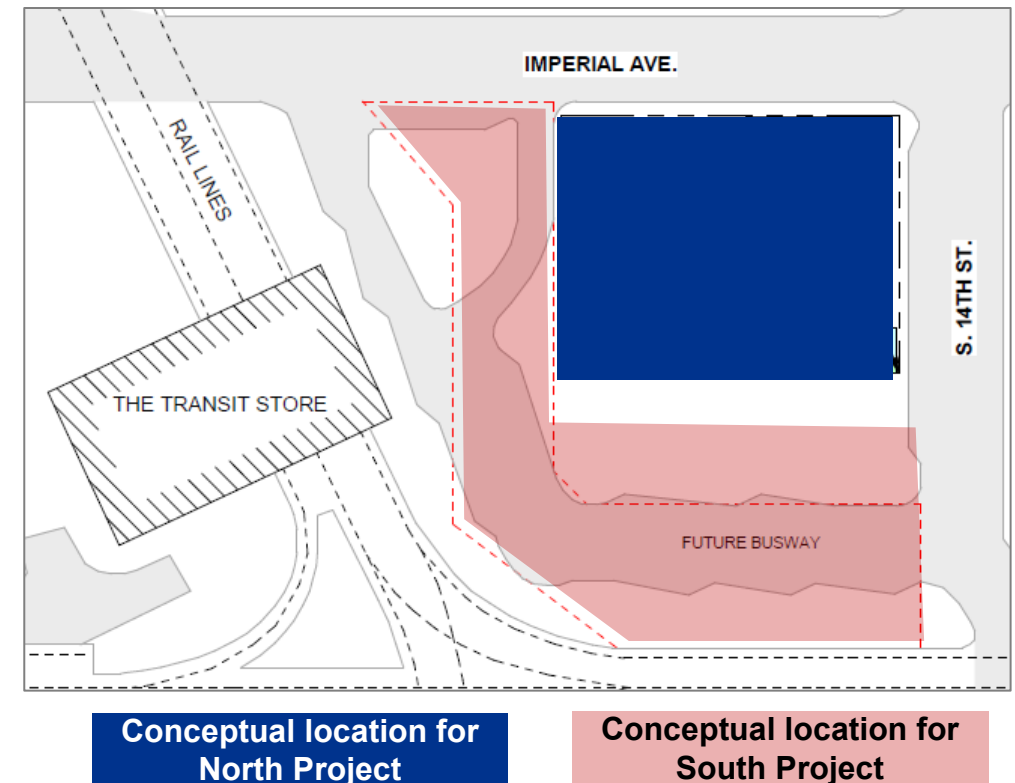


12th & Imperial Ave Transit Center & TOD

- Partnership with the San Diego Foundation (SDF)
- Board action in July 2024 approved continued negotiations with Cypress Equity Investments (CEI)
- *Next Steps:*
 - *Present DDA to Board October 2024 with CEI*
 - *MTS and SDF continue to seek south project development partner*
- North Project Concept:
 - 160 homes / 280 bedrooms
 - Mix of 1 to 3 bedroom homes
 - AMI 40% - 80%
 - Available December 2027
- South Project Concept:
 - 200-400 homes
 - Mix of workforce and market rate rents
 - Built on podium over the expanded transit center
- Transit center expansion and residential development design to be harmonized

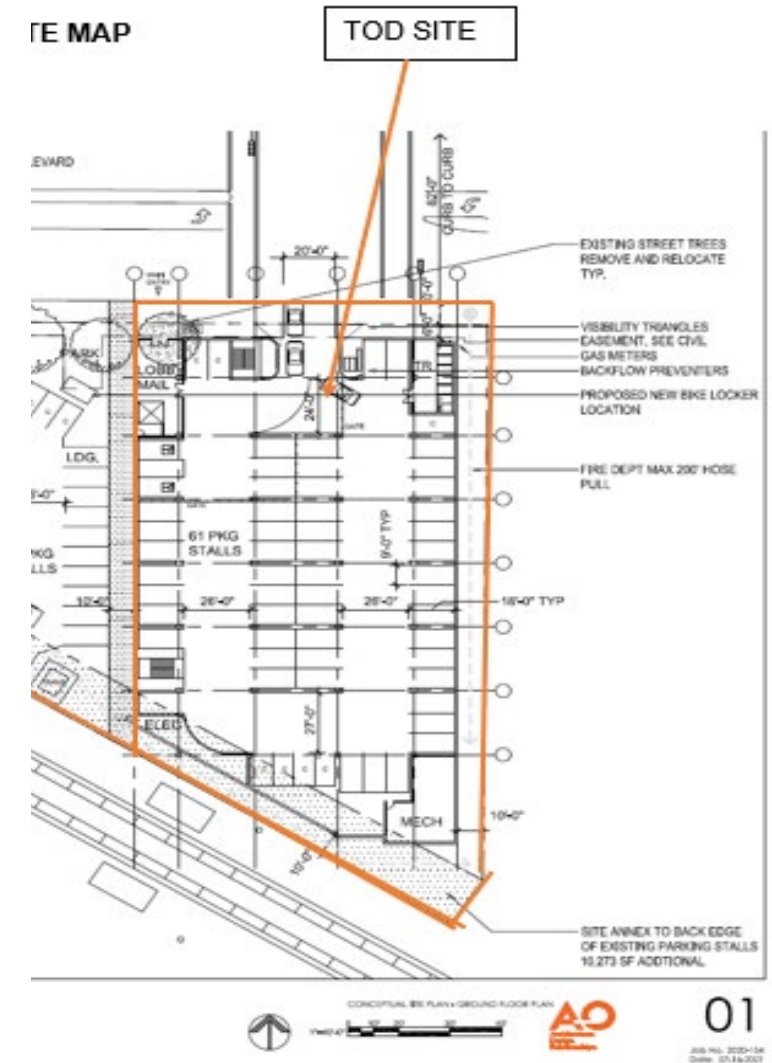


Conceptual IMT Property site layout



Beyer Boulevard

- Affirmed Housing
 - 100 homes, DDA Approved May 2022
 - Construction dependent on funding
 - Parking: ~74 transit reserved, ~60 resident parking spaces
 - Design review underway to protect historic railroad corridor
 - Building footprint to expand west and shrink southern building envelope
 - *Next Steps: Continue funding search, redesign, and possible board approval of redesign via amended DDA*



Palm Avenue Station

- National CORE and Malick Infill Development Team
- DDA Amended in December 2023
 - Increased density (+16 homes)
- Integration of Child Care Facility
- Micro-grid battery storage
- Transit Patron Restroom
- Significant utility upgrade required
 - Infill and Infrastructure Grant funding neighborhood utility upgrade
 - Will allow for increased off site development
- *Next Steps:*
 - *Ground Lease late 2024*
 - *Utility construction to start late 2024*
 - *Phase 1 construction start mid 2026*



Building	Homes / Units
A	79 (Studio/1BR/2BR/3BR)
B	54 (Studio/1BR/2BR/3BR)
C	57 (Studio/1BR/2BR/3BR)
D	57 (Studio/1BR/2BR/3BR)
E	57 (Studio/1BR/2BR/3BR)
F	102 (Studio/1BR)
TOTAL	406

South Bay TOD Sites

National City

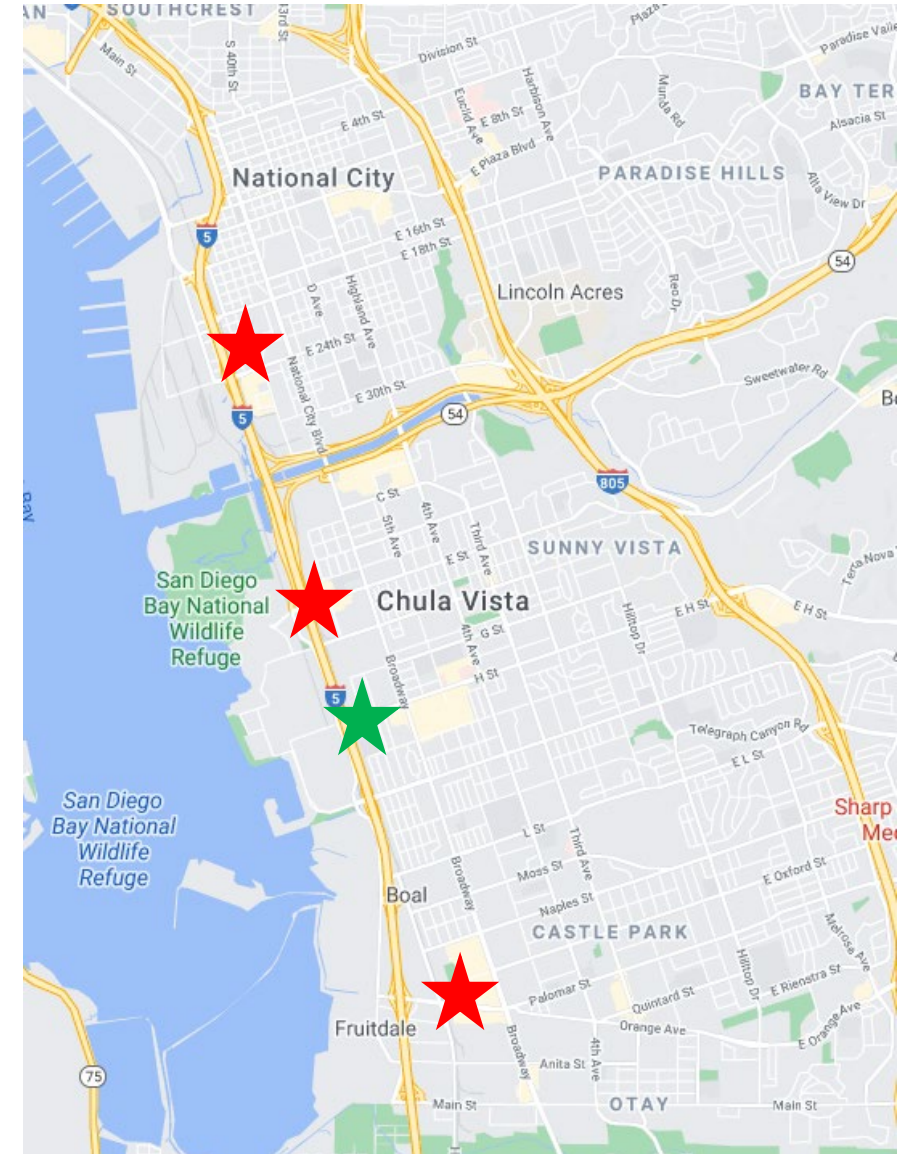
- ★ 24th Street (3.6 ac)
 - Notice of Interest from National CORE/Malick Team

Chula Vista

- ★ E Street (4.1 ac)
 - Joint Development with City
 - Bayview Point Selected as Developer
- ★ H Street (3.1 ac)
 - Significant parking needs
 - Requires SLA Notice
- ★ Palomar (5.0 ac)
 - Notice of Interest from National CORE/Malick Team

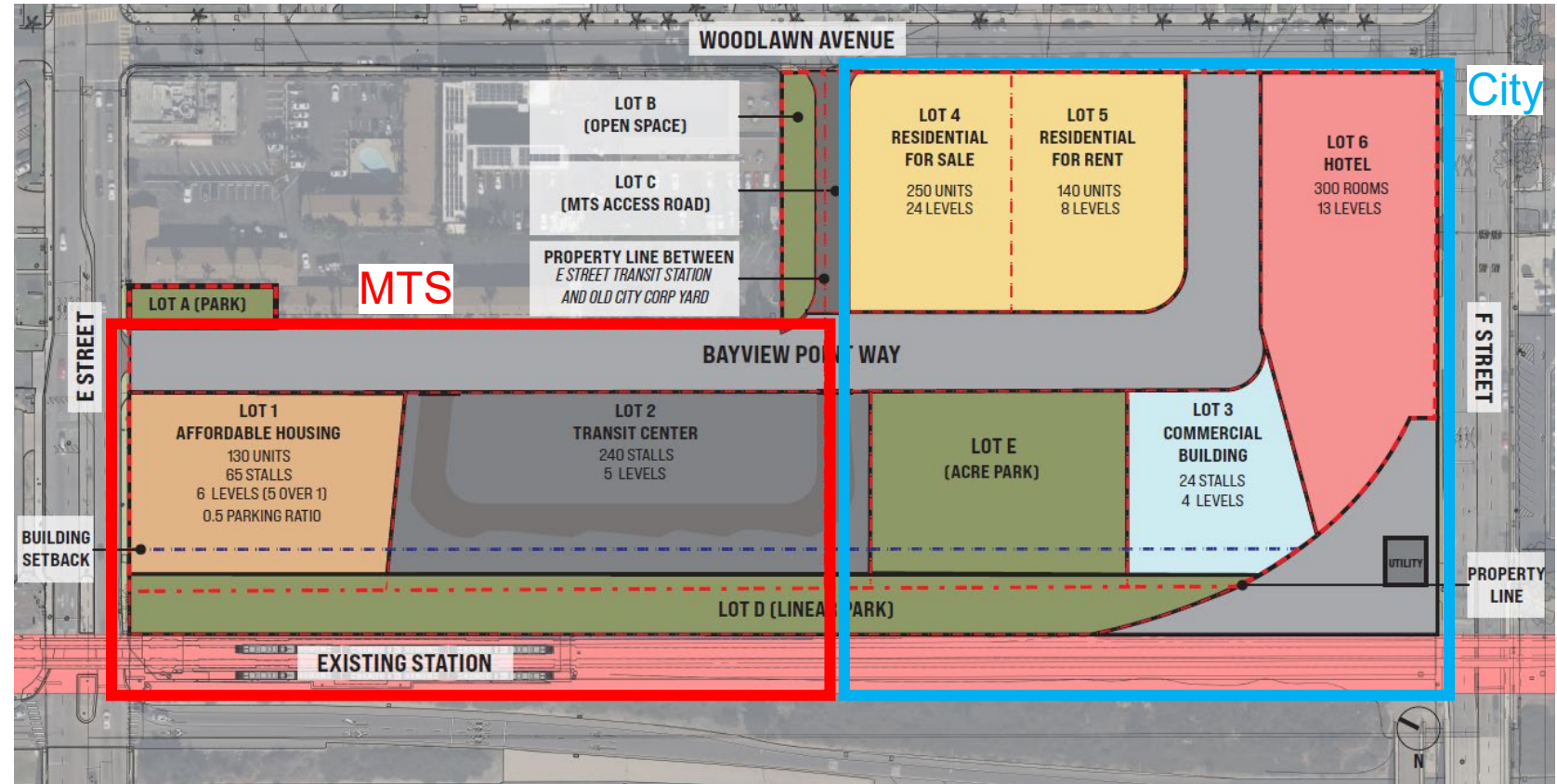
Key:

- ★ Opportunity Site
- ★ Under Contract



E St.

- Joint RFQ/P with City of Chula Vista
- Exclusive Negotiation Agreement executed November 2023 with Mountain West Real Estate
- Mixed use development
- City Dev. Priority: Office, Hotel, Retail, Market Rate Housing, Affordable Housing
- MTS Dev. Priority: Affordable Housing, Market Rate Housing, Office, Hotel, Retail
- Next Steps: Developer finalizing market and feasibility studies. To be completed by late 2024/early 2025
- DDA required by end of 2027



Amenities and Features:

- Linear Park, 1 ac Park, & Dog Park
- 100% Transit Parking Replacement in parking garage
- Bus only lanes and priority features
- Design maintains future grade separation

East County TOD Sites

El Cajon

- ★ El Cajon Transit Center
 - Joint Development with City
 - ENA with Chelsea December 2022

La Mesa

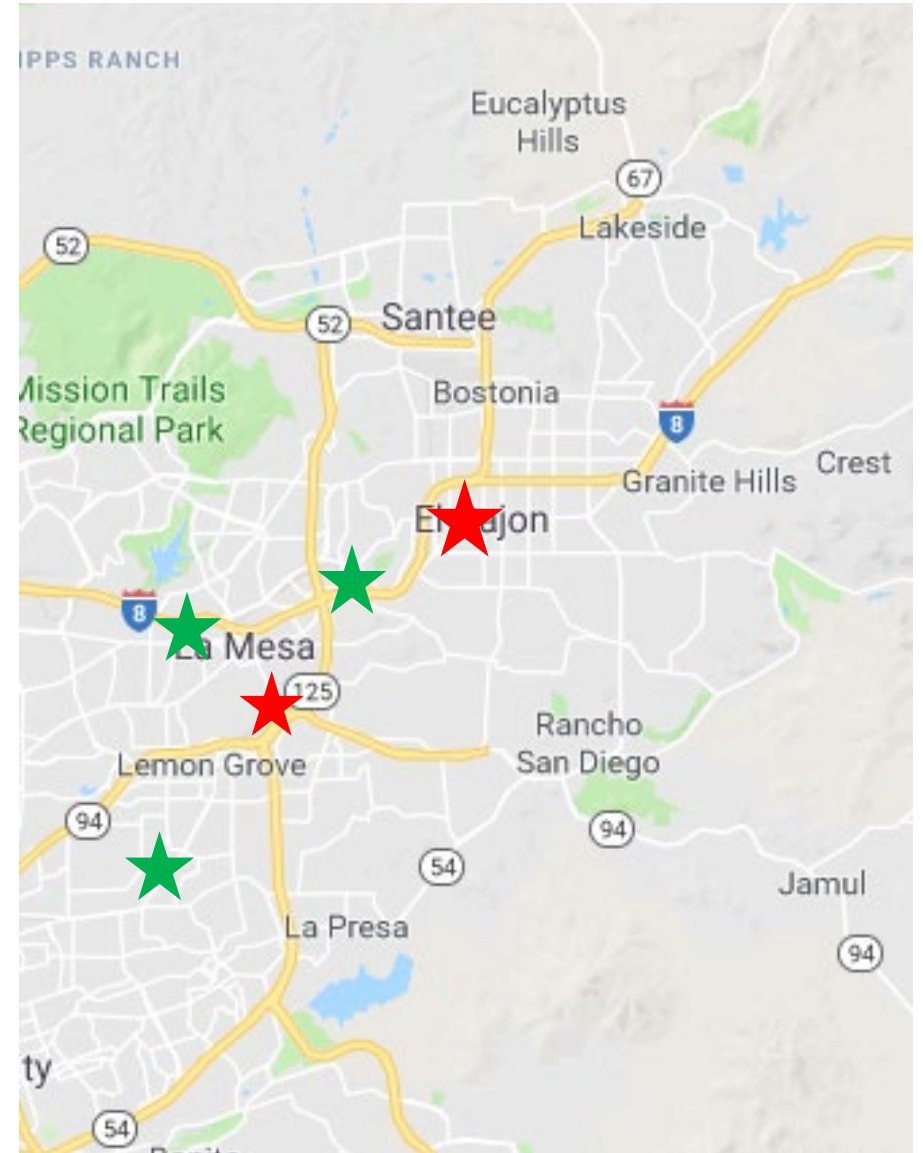
- ★ 70th Street
- ★ Spring Street
 - Affirmed ENA Feb 2023
- ★ Amaya

Lemon Grove

- ★ Massachusetts

Key:

- ★ Opportunity Site
- ★ Under Contract



El Cajon Transit Center

- Chelsea Investment Corp
 - 146 affordable homes (293 bedrooms)
 - 177 workforce homes (240 bedrooms)
 - 210 transit parking spaces
 - 143 in two story parking garage
 - Meets MTS transit parking needs
- Resident parking under residential buildings
- Bus driver break area
- Current ENA expires March 2025
- *Next Steps: Developer to pursue funding and finalize design*



Spring Street

- Affirmed Housing
 - 152 homes (277 bedrooms)
 - DDA executed Oct 2023
 - 159 transit parking spaces
 - 53 resident parking spaces
 - Included construction and maintenance of public restroom and bus driver break area
 - *Next Steps: Developer to pursue funding then proceed to Ground Lease*



Funding Challenges

- Major source of affordable funding is from the State of California
- FY 2024-25 CA State budget reduced funding for many programs, including affordable housing programs
- \$500 million for Low-Income Housing Program (LITECH) re-approved
 - Annual approval required by State
- Affordable Housing and Sustainable Communities (AHSC) -> Not affected
 - Funded via California Climate Investments utilizing Cap-and-Trade program
- *Key Reduction:*
 - *Infill Infrastructure Grant (IIG) Program \$235 Million Reduction*
 - *IIG was key to bringing utilities a mile down Hollister St in southern San Diego to facilitate the Palm St development*
 - *The utilities now can be used by other developing properties*
 - *IIG is the funding source for the transit parking garage at El Cajon Transit Center*

Publicly Available Data

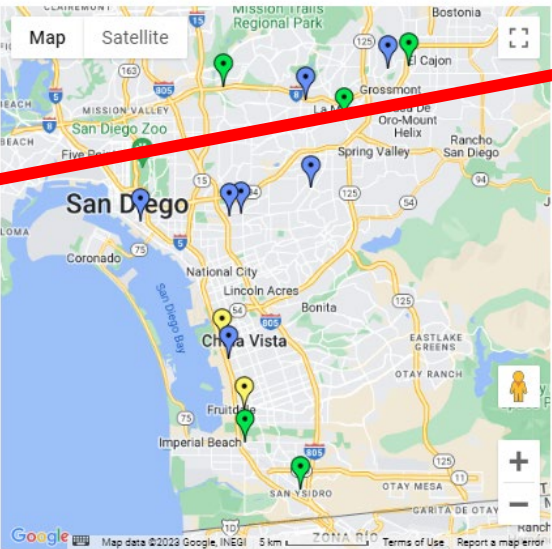
MTS PLAN YOUR TRIP ▼ FARES ▼ COI

Home > Business Center > Real Estate > Real Estate Properties

Real Estate Properties

- Any - ▼

12th and Imperial Transit Center	+
47th Street	+
70th Street	+
Amaya Drive	+
Bayfront / E Street	+
Beyer Boulevard	+
El Cajon Transit Center	+
Euclid Avenue	+
Grantville	+



<https://www.sdmts.com/business-center/real-estate/real-estate-properties>

MTS **Amaya Trolley Station**
9100 Amaya Drive, La Mesa CA 91942



AVAILABLE

Site Information

Jurisdiction: City of La Mesa

APN: 490-210-27, 37, 39

Acreage: 2.2 acres

Transit: Light Rail

Current Use: Station Parking

Land Use Designation: Residential Business / Grossmont Overlay / Urban Design Overlay (RB, G, D)

Critical Concern: Large City of San Diego Water Pipeline traverses entire site

<https://www.sdmts.com/sites/default/files/real-estate/amaya-dr-ts.pdf>

MTS Transit-Oriented Development Program

Residential Home/Unit Totals

MTS TOD Projects - Residential Home/Unit Count (date opened)	Occupied	Under Construction	Under DDA	Under Negotiation	Future Sites	# of Rent Restricted Units*
Morena Linda Vista Station, San Diego (2007)	185					18
Grossmont Station, San Diego – Fairfield (2010)	527					80
Encanto / 62nd Street Station, San Diego - Amcal/Villa Encantada (2018)	67					67
Grantville, San Diego - Greystar (2023)	250					5
Grantville, San Diego - Affirmed (2024)	126					125
Palm Avenue Station, San Diego - National CORE and Malick Infill			406			406
Beyer Boulevard Station, San Diego - Affirmed			100			99
Rancho Bernardo Station, San Diego - Affirmed		100				99
E Street Station/Joint RFP with City of CV parcel - 750 E Street and 707 F Street, Chula Vista				520		130
El Cajon Transit Center				323		323
Spring Street Station, La Mesa			147			145
Palomar Station, Chula Vista				XXX		
24th Street Station, National City				XXX		
12th & Imperial Expansion Site, Downtown San Diego				160+		
70th Street Station, La Mesa					?	
Amaya Station, La Mesa					?	
Massachusetts Ave Station, Lemon Grove					?	
H Street, Chula Vista					?	
Riverwalk, San Diego					?	
Euclid Ave, San Diego					?	
47 th Street, San Diego					?	
TOTALS	1,155	100	653	1,003		1,497
			GRAND TOTAL UNITS			3,058
*Most 100% affordable projects include one market rate manager's unit; exact count to be confirmed at construction stage						

MTS Real Estate Transactions Benefiting TOD

6645 Woodman St

- Sold Sept 2023
- Allows greater residential density for adjacent property owner
 - 65 affordable homes, applying for tax credits in 2025



Encanto Gateway

First-Class Apartment Home Community

6601 Imperial Ave., San Diego, 92114



- 1.659 acres, currently improved with vacant buildings and temporary buildings which will be razed and removed.
- The co-developers (National CORE and IAMBK) will be acquiring the site and constructing a total of 65 rental homes with commercial space.
- The apartment home community will be co-owned by IAMBK and National CORE. National CORE will property manage. IAMBK and Hope Through Housing Foundation will provide services to the residents and community.
- National CORE/IAMBK working with MTS to acquire small parcel next to the MTS facility.
- Encanto Gateway will become a catalyst for future high quality development. More roof tops help with more retail.
- Encanto Gateway is a mixed-use development of sufficient magnitude to stimulate redevelopment of underdeveloped properties in the neighborhood.
- 65 first-class apartment homes: 31 (1 bedrooms); 17 (2 bedrooms) and 17 (3 bedrooms) ranging in size from 527 SF to 1,118 SF.
- Designed with Green House Gas reduction in mind.

5801-05 Fairmount Ave

- Sold May 2024
- Allows greater residential density for adjacent property owner



Questions/Comments



**Metropolitan
Transit
System**

Board of Directors

Agenda

September 12, 2024 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) 254-5252; Webinar ID: 160 280 5839, <https://www.zoomgov.com/j/1602805839>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments This item is limited to five speakers with two minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.	
CONSENT ITEMS		
3.	Approval of Minutes Action would approve the July 18, 2024 Board of Director meeting minutes.	Approve
4.	CEO Report <i>Agenda Item will be provided prior to Board Meeting.</i>	Informational
5.	Fiscal Year (FY) 2025 Transportation Development Act (TDA) Claim Action would adopt Resolution Nos. 24-09, 24-10, and 24-11 approving FY 2025 TDA Article 4.0, 4.5, and 8.0 claims allocating \$135,306,066 in TDA revenues for MTS.	Approve
6.	East County Division (ECD) Zero Emission Bus (ZEB) Overhead Charging System Layout and Design – Work Order Agreement Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA353-AE-26 under MTS Doc No. PWL353.0-22, with Dokken Engineering (Dokken), in the amount of \$396,837.52 to provide engineering planning services for the ECD ZEB master planning.	Approve
7.	Blue Line Right of Way Retaining Wall – Construction Change Order Action would authorize the Chief Executive Officer (CEO) to execute Construction Change Order (CCO) 3 to Work Order No. MTSJOC348-01 under Job Order Contract (JOC) MTS Doc. No. PWG348.0-22), with Veterans Engineering Inc. (Veterans), in the amount of \$308,522.52 for unforeseen	Approve



conditions discovered during the installation of the new sheet pile retaining wall near Switch 85 along the Blue Line Right of way.

8. **Clean Natural Gas (CNG) Fueling Station Equipment Replacement – Contract Amendment** Approve
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. B0729.4-21, with Trillium, for Imperial Avenue Division (IAD) CNG dryer replacement at \$480,154.14; and South Bay Maintenance Facility (SBMF) CNG dryer B Replacement at \$492,113.02, for a total of \$972,267.16.
9. **Orange Line Variable Message Sign (VMS) Replacements – Contract Award** Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL393.0-24, with Balfour Beatty Infrastructure, Inc. (Balfour Beatty), for Orange Line VMS replacements in the amount of \$237,200.00.
10. **Kearny Mesa Division (KMD) Administration Building Stucco Replacement – Work Order Agreement** Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-34 under MTS Doc. PWG324.0-21, with ABC General Contractor, Inc. (ABC GC), in the amount of \$275,796.40 for the replacement and repair of the existing exterior stucco for the KMD Administrative Building.
11. **Imperial Avenue Division (IAD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order Amendment** Approve
Action would 1) Ratify \$50,226.85 that was added to Work Order Amendment WOA353-AE-01.02 under MTS Doc No. PWL353.0-22 with Dokken Engineering, Inc. (Dokken) following Board approval of Amendment No. 1 on January 26, 2023 (Agenda Item (AI) 14). The funds were added for professional services for Envision Verification; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA353-AE-01.04 under MTS Doc. No. PWL353.0-22, with Dokken, to provide additional engineering and design support during construction services for Phase 1 of the IAD electric bus charging infrastructure project in the amount of \$503,269.57.
12. **Social Equity Listening Tour (SELT) Orange Line Lighting Upgrades – Work Order Agreement** Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-42 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21, with ABC General Contractor, Inc. (ABC GC), in the amount of \$801,575.13 for upgrades to lighting at various Orange Line Trolley Station platform and parking lot locations.
13. **Proposed Revisions to MTS Board Policy No. 48 “Transit Service Discrimination Complaints Procedures”** Approve
Action would approve the proposed revisions to MTS Board Policy No. 48 “Transit Service Discrimination Complaint Procedures”.

- | | | |
|-----|--|---------------|
| 14. | Kearny Mesa Division (KMD) HVAC Replacement – Work Order Agreement
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-57 under MTS Doc. No. PWG324.0-21, with ABC General Contractor, Inc. (ABCGC), in the amount of \$684,882.39 for replacing all existing Heating, Ventilation, and Air Conditioning (HVAC) at the KMD bus maintenance and administration buildings. | Approve |
| 15. | Investment Report – Quarter Ending June 30, 2024 | Informational |
| 16. | Central Control Heating, Ventilation and Air Conditioning (HVAC) Replacement – Award Work Order Under a Job Order Contract (JOC)
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-39 under JOC to MTS Doc. No. PWG324.0-21, with ABC General Contractor, Inc. (ABCGC), in the amount of \$799,965.83 for the HVAC replacement in Building A at MTS Facilities. | Approve |
| 17. | Elevator Maintenance and As-Needed Repairs Contract No. PWG281.5-19 – Contract Amendment
Action would 1) Ratify Amendment No. 4 to MTS Doc No. PWG281.4-19, with KONE Inc. (KONE) Elevator Maintenance contract, for the addition of two elevators at the University Towne Center (UTC) station, a price reduction related to the Nobel Drive Station elevators, the addition of a subcontractor, and the addition of wireless emergency call monitoring services to the Fashion Valley Station in the amount of \$56,157.69; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. PWG281.5-19, with KONE, to add as-needed repair funds in the amount of \$305,373.40. | Approve |
| 18. | Lemon Grove Depot Rehabilitation – Award Work Order Under a Job Order Contract (JOC)
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-52 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21, with ABC General Contractor, Inc. (ABCGC), in the amount of \$424,994.06 for the Lemon Grove Depot Rehabilitation. | Approve |
| 19. | Equity Statement and Policy Development – Contract Award
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. G2900.0-24, with Keen Independent Research LLC (Keen), for Equity Statement and Policy Development for a two (2) year base period with three (3) 1-year options, for a total of five (5) years, at a cost of \$829,274.50; and 2) Exercise the option years at the CEO's discretion. | Approve |
| 20. | E Street Chula Vista Murals – Contract Award
Action would: 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL386.0-24, with Michelle Guerrero, DBA Mr. B Baby, a Small | Approve |

Business (SB), for artistic services, inclusive of conceptualization, design and installation and an as-needed five-year maintenance plan for Mural 1 located on the retaining wall North of the E. Street Transit Center in Chula Vista in the amount of \$207,575.25; and 2) Authorize the CEO to execute MTS Doc. No. PWL416.0-24, with Farallon Design Inc., DBA Rainforest Art Project, for artistic services inclusive of conceptualization, design and installation and an as-needed five-year maintenance plan for Mural 2 located on the retaining wall of the Eastbound, Bayfront, E Street Transit Center platform in Chula Vista in the amount of \$407,910.00.

- 21. Federal Transit Administration Section 5310 Grant Application** Approve
Action would 1) Adopt Resolution No. 24-12 agreeing to comply with all terms and conditions of the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities program as set forth by the FTA and the San Diego Association of Governments (SANDAG); 2) Authorize the Chief Executive Officer (CEO) to submit the following applications and execute any grant agreements awarded by SANDAG: a) \$600,000 in Federal Fiscal Year (FFY) 2023 FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities funding for paratransit vehicle replacement; and b) \$600,000 in FFY 2024 FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities funding for paratransit vehicle replacement; and 3) Authorize the commitment of up to \$300,000 in local matching funds to fully fund the purchase of seven (7) paratransit vehicles.
- 22. Fiscal Year (FY) 2023-2024 and FY 2024-2025 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding** Approve
Action would approve Resolution No. 24-13 in order to: 1) Authorize the use of, and application for, \$5,815,604 in FY 2024-25 SGR funding to be used for the FY26 Bus Procurement Project; and 2) Approve the acceptance of additional \$183,001 in FY 2023-24 SB1-SGR funding to bring the total FY 2023-24 allocation to \$5,455,018.
- 23. Adoption of Amended 2024 Conflict of Interest Code** Approve
Agenda Item will be provided prior to Board Meeting.
- DISCUSSION ITEMS
- 24. Senate Bill (SB) 125 Funding Update** Approve
Agenda Item will be provided prior to Board Meeting.
- 25. Capital Improvement Program (CIP) Report Update** Informational
Agenda Item will be provided prior to Board Meeting.
- 26. Insourcing Consultant Pre-Study Report** Informational
Agenda Item will be provided prior to Board Meeting.

27. Non-Fare Revenue Opportunities

Informational

Agenda Item will be provided prior to Board Meeting.

OTHER ITEMS

28. Chair, Board Member and Chief Executive Officer's (CEO's) Communications

29. Remainder of Public Comments Not on The Agenda

This item is a continuation of item No. 2 (Public Comment), in the event all speakers who request to comment on item No. 2 are not called. If all Public Comment is accepted during item No. 2, no additional public comment will be accepted under this item.

CLOSED SESSION

30. Public Comment for Closed Session

31. *Agenda Item will be provided prior to Board Meeting.*

Possible
Action

32. *Agenda Item will be provided prior to Board Meeting.*

Possible
Action

ADJOURNMENT

33. Next Meeting Date

The next Board of Director's meeting is scheduled for October 17, 2024 at 9:00am.

34. Adjournment



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 4

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

September 12, 2024

SUBJECT:

Chief Executive Officer (CEO) Report

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





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 5

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

September 12, 2024

SUBJECT:

Fiscal Year (FY) 2025 Transportation Development Act (TDA) Claim

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt Resolution Nos. 24-09 (in substantially the same format as Attachment A), 24-10 (in substantially the same format as Attachment B), and 24-11 (in substantially the same format as Attachment C) approving FY 2025 TDA Article 4.0, 4.5, and 8.0 claims allocating \$135,306,066 in TDA revenues for MTS.

Budget Impact

The FY 2025 TDA claims would result in the approval of \$135,306,066 in TDA funds for MTS to be utilized in the FY 2025 operating and capital budgets.

DISCUSSION:

The TDA provides one-quarter percent of the state sales tax for operating and capital support of public transportation systems and non-motorized transportation projects. The San Diego Association of Governments (SANDAG), as the designated Regional Transportation Planning Agency, is responsible for the allocation of TDA funds to the region's cities, the County, and transit operators. At its February 29, 2024, meeting, the SANDAG Board of Directors approved the San Diego County Auditor's estimate of \$135,306,066 for MTS's FY 2025 TDA apportionment.

A Master Memorandum of Understanding (MOU) exists between SANDAG, MTS, and the North County Transit District (NCTD) with respect to the functions and responsibilities transferred to SANDAG as a result of Senate Bill 1703 (Peace, 2003). Pursuant to the MOU, both transit agencies transfer TDA funding to SANDAG annually to pay for the administrative and planning functions that transferred to SANDAG as a result of the consolidation. The MOU is updated as circumstances change. For FY 2025, \$2,931,644 in funding will remain with SANDAG for transferred administrative and planning functions.



TDA allocations are authorized under four separate articles of the law. Article 4 funds are used to provide general public transit services. Article 4.5 funds are designated for community transit services, and pursuant to SANDAG Board Policy No. 027, are allocated within the San Diego region to support paratransit services required by the Americans with Disabilities Act (ADA). Article 8 funds support specialized services such as express bus and ferry services.

A total of \$135,306,066 is estimated to be allocated to MTS for FY 2025. This includes \$127,309,679 in TDA Article 4.0 claims, \$81,819,711 of which will fund operating activities, and the remaining \$45,489,968 will fund the capital improvement program; \$6,780,428 in Article 4.5 claims to fund the MTS Access Paratransit services; and \$1,215,959 in Article 8.0 claims to fund the ferry/commuter express services. Actual revenue for MTS will be dependent on regional TDA sales tax receipts meeting the regional estimate, allowing MTS to receive up to the claimed amounts. If regional cash receipts do not meet the estimated totals, there is a reserve held by the County of San Diego to cover shortfalls, or in certain situations, MTS could receive less than these claimed amounts.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution Nos. 24-09 (in substantially the same format as Attachment A), 24-10 (in substantially the same format as Attachment B), and 24-11 (in substantially the same format as Attachment C) FY 2025 TDA Article 4.0, 4.5, and 8.0 claims allocating \$135,306,066 in TDA revenues for MTS.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Resolution No. 24-09
B. Resolution No. 24-10
C. Resolution No. 24-11

**San Diego Metropolitan Transit System
Authorizing Resolution**

Resolution Number 24-09

Resolution Approving Fiscal Year 2025 (FY) Transportation Development Act, Article 4.0

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2025 TDA claim, and

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

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2025 TDA Article 4.0 MTS TDA claim of \$127,309,679; \$81,819,711 of the 4.0 TDA claim will be used for operating activities, and the remaining \$45,489,968 will be used to fund capital.

PASSED AND ADOPTED by the Board of Directors this 12th day of September 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

**San Diego Metropolitan Transit System
Authorizing Resolution**

Resolution Number 24-10

Resolution Approving Fiscal Year (FY) 2025 Transportation Development Act, Article 4.5

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2025 TDA claim, and

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

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2025 TDA Article 4.5 MTS TDA claim of \$6,780,428. The allocation will be used to fund the MTS Access Paratransit services.

PASSED AND ADOPTED by the Board of Directors this 12th day of September 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

**San Diego Metropolitan Transit System
Authorizing Resolution**

Resolution Number 24-11

Resolution Approving Fiscal Year (FY) 2025 Transportation Development Act, Article 8.0

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2025 TDA claim, and

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

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2025 TDA Article 8.0 MTS TDA claim of \$1,215,959. The allocation will be used to fund the ferry/commuter express services.

PASSED AND ADOPTED by the Board of Directors this 12th day of September 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 6

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

September 12, 2024

SUBJECT:

East County Division (ECD) Zero Emission Bus (ZEB) Overhead Charging System Layout and Design – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA353-AE-26 under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment A), with Dokken Engineering (Dokken), in the amount of \$396,837.52 to provide engineering planning services for the ECD ZEB master planning.

Budget Impact

The total contract cost is estimated to be \$396,837.52. The project will be funded by the Capital Improvement Program (CIP) account 10091120301 – ECD ZEB Overhead Charging Master Planning.

DISCUSSION:

At the ECD, MTS operates and maintains a fleet of ninety-two (92) buses (sixty-three (63) 40' CNG buses, two 40' battery electric buses (BEBs), three (3) F550 StarCraft gasoline cutaways, and twenty-four (24) 45' gasoline commuter buses). MTS is seeking to implement a scalable and modular battery bus charging system for the entire fleet. Today's proposed action would help MTS take the next step of meeting this goal. The initial intent is to commence charging for a replacement of thirteen (13) 40' BEBs in FY28, nineteen (19) 40' BEBs in FY29, and possible incorporation of hydrogen fuel cell buses while maintaining current operations. However, the result of the study would show how to operate with an entire fleet of ninety-two (92) BEBs, what the maximum amount of BEBs could be, and how to build it out over time. Due to the State of California mandate to convert the MTS fleet to ZEBs by 2040, the infrastructure to charge these buses will be the first installation of a scalable and modular battery bus charging system at ECD.

Under the proposed work order, Dokken Engineering will provide planning services for a set of conceptual layouts, planning report, and a recommendation for the phased implementation of



BEB charging facilities for the entire bus fleet at ECD as well as potential for charging electric non-revenue vehicles. The scope of services under this work order will focus on charging technology, conceptual layouts, and a summary explaining all aspects of the proposed master plan.

On September 15, 2021, MTS issued a solicitation for On-Call Architectural and Engineering (A&E) Design Services by requesting Statements of Qualifications (RFSQ) from firms with expertise in a variety of A&E design and related consulting services separated into the following three (3) categories:

- Category A: Comprehensive/Full Service - Five (5) prime contracts
- Category B: Small Business (SB) Set Aside - Three (3) prime contracts awarded to a certified SB or a Disadvantage Business Enterprise (DBE) certified firm, (which is also considered to be a SB)
- Category C: Specialty Prime – Up to Five (5) specialty service contracts

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

On March 22, 2024, MTS issued a Request for Proposals (RFP) to all firms in Categories A and B.

On May 3, 2024, MTS received a total of three (3) proposals from the following A&E firms:

Firm Name	Firm Certification
Chen Ryan Associates (CRA)	DBE, Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Woman Owned Business Enterprise (WBE)
Dokken	None
Pacific Railway Enterprises, Inc. (PRE)	DBE

An evaluation panel was comprised of MTS representatives, and the proposals were evaluated based on the following criteria.

Criteria	Points
Project Team	25
Project Team's Capabilities	20
Project Understanding and Approach	35
Schedule	20
Total Possible Score	100

On May 22, 2024, the selection committee evaluated the initial proposals and scored as follows:

Ranking	Proposer Name	Total Score
1	Dokken	87.67
2	PRE	86.33
3	CRA	80.67

As a result of the evaluations, Dokken was deemed to be the most qualified firm to perform the services.

Dokken's initial proposed amount for the services was \$461,458.30. Through negotiations, staff was able to reduce the cost by \$64,620.78, a 14% savings to MTS. The ICE for the services was \$368,792.92. Based on the level of effort and proposed classifications, Dokken's final cost proposal in the amount of \$396,837.52 was determined to be fair and reasonable.

For this project Dokken will utilize the following subconsultants:

Subconsultant Name	Subconsultant Certification	Subconsultant Amount
Aguirre & Associates	DBE, MBE and SB	\$9,496.32
WSP USA, Inc.	None	\$290,423.36

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA353-AE-26 under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment A), with Dokken, in the amount of \$396,837.52 to provide engineering planning services for the ECD ZEB master planning.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA353-AE-26



Metropolitan Transit System

September 12, 2024

MTS Doc. No. PWL353.0-22
WOA353-AE-26

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

Dear Mr. Klemunes:

Subject: WORK ORDER WOA353-AE-26, TO MTS DOC. NO. PWL353.0-22, ENGINEERING SERVICES FOR EAST COUNTY DIVISION (ECD) ZERO EMISSION BUS (ZEB) OVERHEAD CHARGING MASTER PLAN

This letter shall serve as Work Order WOA353-AE-26, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

This Work Order shall provide design services East County Division (ECD) zero emission bus (ZEB) overhead charging master plan project in accordance with the attached Scope of Services (Attachments A and A1). Federal terms do not apply.

SCHEDULE

The Scope of Services shall remain in effect for a period of one hundred five (105) calendar days from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount of \$396,837.52, and shall not be exceeded without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

Attachments: Attachment A, Scope of Services
Attachment A1, Consultant's Proposal
Attachment B, Negotiated Fee Proposal

ATTACHMENT A
SCOPE OF SERVICES

TITLE: EAST COUNTY DIVISION (ECD) ZERO EMISSION BUS (ZEB) OVERHEAD CHARGING MASTER PLAN **WOA #:** WOA353-AE-26

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) seeks a proposal for consultant services for the layout and design of a scalable and modular bus charging infrastructure system at MTS’s East County Division (referred to hereafter as “ECD”).

MTS operates and maintains a fleet of ninety-two (92) buses; sixty-three (63) 40’ CNG buses, two 40’ battery electric buses, three F550 StarCraft gasoline cutaways, and twenty-four (24) 45’ gasoline commuter buses at ECD and seeks to implement a scalable and modular battery bus charging system for the entire fleet. The initial intent is to commence charging for a replacement of thirteen (13) 40’ battery electric buses in FY28, nineteen (19) 40’ battery electric buses in FY29, and possible incorporation of hydrogen fuel cell buses while maintaining current operations; however, the result of the study should show how to operate with an entire fleet of ninety-two (92) battery electric buses, what the maximum amount of battery electric buses could be, and how to build it out over time. The initial fleet will be a replacement to the current fleet.

The selected Consultant for this work order, may be awarded follow-on work for subsequent design services (if, any) in the form of an amendment(s) to the original work order. However, there are no particular requirements or expected results for additional design beyond this concept layout master plan. Furthermore, MTS reserves the right to award additional design services (if, any) resulting from the concept layout master plan to the most qualified firm.

II. EXPECTED RESULTS

Accounting for current operations, a set of conceptual layouts and a definite recommendation to aid MTS in the gradual implementation of a full electric vehicle build out at the ECD location is expected. The intent of this work is to provide MTS with a master plan or roadmap to fully transition the fleet from today’s CNG, gasoline and stand-alone plug-in chargers to a full, overhead charging solution. The overhead charging solution will be built in phases, overtime as the fleet replacement plan warrants. The first phase will be (32) 40’ battery electric buses. The full build phase will cover the entire fleet operating at ECD. In addition, from an operational standpoint as part of the original design, it was determined that a total of 120 buses could operate out of ECD and if there is opportunity to charge more than 92 buses, then this should be determined and recommended. At the current time there is no regulation for procuring zero emission cutaway buses, but the master plan should account for transitioning the three gasoline cutaways to zero emission. The interim phases will be developed by consultant accounting for existing operations, site constraints, etc. This scope excludes charging technology and will focus on the most efficient layouts for overhead charging equipment, vehicle flow and maintenance of operations.

III. SCOPE OF WORK

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

TASK 1: Project Management

The consultant will provide project management services that will include monthly progress reports, invoicing and administration of the project. As part of this task the consultant will be responsible to maintain schedule compliance of final deliverables for this task order. It is assumed there will be an initial and 100% plan submittal and review packages with MTS.

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

TASK 2: Site Assessment

- 2.1 Consultant shall perform a detailed analysis and site assessment to understand existing conditions at the ECD and the flow and order of operations, equipment, employees, and contractors. Consultant shall review MTS policies and procedures to identify any operational or procedural concerns that may impact the transition to battery electric buses. Consultant shall review all as-builts and known existing underground utilities. These as-builts, underground utilities, or other constraints must be considered for conceptual layouts.
- 2.2 Perform site assessment at ECD to analyze existing flow of buses through cleaning, maintenance, servicing, fueling, storage, and route dispatch to provide an existing conditions report. Existing conditions report shall include employee parking space requirements and flow of employee and fleet vehicles to and from the street and within the property based on time of day. A site assessment during the evening hours will have to also be performed to get an understanding how the nighttime operations look in comparison to standard working hours.
- 2.3 At the conclusion of the site assessment the consultant shall create a prove an existing conditions report. This report shall detail all existing conditions of the site including total staff parking spots, NRV parking spots, bus parking spots, flow of site, quantities of all existing buses, and an overall description of all activities to aid in the vehicle layout analysis.

Task 2 Deliverables

1. Existing conditions report detailing findings and analysis from the topics set forth above.

TASK 3: ECD Electric Vehicle Layout Analysis

- 3.1 Consultant shall present options for the layout of the initial electric vehicle fleet including impacts to bus flow and turn radius, and proposed reductions/modifications to employee parking, buildings, and/or other strategies to mitigate impacts to existing operations. Layouts shall include changes to capacity of the yard and any additional yard space required, as well as shifts to existing CNG service. Layouts shall include footprint of proposed charging system including footprint of proposed supports and associated appurtenances for charging systems. All layouts shall include both an initial state (12 bus layout), a final full electric state, and interim steps to keep the facility operational as the infrastructure is built.
- 3.2 Consultant shall analyze existing conditions report and provide concepts for electric bus charging infrastructure as well as hydrogen fueling capabilities and associated bus parking layouts. All options are to identify predicted construction boundaries of work/construction laydown area for the each 'build out' as the zero-emission bus fleet grows over time. Phase 1 will be 32 40' battery electric buses. All options must be modular and scalable for future electric 60' and 40' bus fleet growth while maintaining current fleet operations (or minimal impact to current fleet operations).
- 3.3 MTS assumes that the final solution will include a spanned overhead gantry system with a pantograph up/down solution to charge the buses however MTS is open to all potential solutions. Additionally, Consultant shall analyze and determine if a better option/configuration would be applicable to MTS needs within the constrained site at ECD.
- 3.4 All identified impacts including, but not limited to, impacts to existing facilities, resulting bus spacing, impacts to site capacity for existing CNG Fleet, employee parking, night time operations and use of daytime employee parking and MTS vehicle fleet are to be called out on each provided concept. Resulting total capacity of electric buses shall be included in each concept based on full build out of each modular option. Total capacity of non-revenue vehicle parking and employee parking spots shall be identified on each layout as well. There is the potential that the non-revenue vehicles may go electric, so consultant is to show the possible location of plug-in chargers for the non-revenue vehicles.
- 3.5 Layouts shall also include placement of a permanent CNG generator, solar array and battery electric storage onsite. The installation of these will be determined based on available funding during the build out phases, but they should be included on the layouts. MTS recognizes the constraints that this infrastructure could impose on the capacity of ECD and is looking for creative solutions to manage the competing demands for space at ECD.
- 3.6 Consultant to provide circulation patterns for all vehicles onsite inclusive of buses, non-revenue vehicles, vendor support and delivery vehicles.
- 3.7 Consultant shall develop initial power requirements for each layout concept developed. This high level power demand will allow the design team to compare the effectiveness and viability of the different options and can be used to present the various power scenarios to both MTS and SDG&E for input.
- 3.8 Consultant shall include assumed footprint of charging systems, and potential electrical and communication conduit paths for charging infrastructure in all proposed designs.
- 3.9 Consultant shall analyze and provide recommendations on charging configurations (i.e. Nose

to nose vs. side to side) and provide alternatives matrix detailing pros/cons of each configuration. Consultant shall provide rough order of magnitude (ROM) cost estimates for the construction of no more than three (3) options. ROM costs shall be provided for the initial build out of 32 buses as well as for the ultimate configuration.

- 3.10 Consultant shall provide summary recommendation based on the results of the site analysis, construction impacts, charging technology, control technology and proposed locations on site. MTS staff and leadership input shall be included in final recommendation.
- 3.11 Consultant will submit a Conceptual Layout package for MTS review and comment. The package will included up to three developed concepts, conceptual phasing plan, implementation schedule and power requirements.

Task 3 Deliverables

Conceptual Layout Package Alternatives Matrix Screening Requirements
Rough Order of Magnitude ("ROM") cost estimates

TASK 4: Firm Recommendation

- 4.1 Consultant shall provide a minimum of two (2) layout recommendations based on site assessment and electric vehicle layout analysis. Consultant shall present these recommendations to MTS management and incorporate feedback into final recommendation report.
- 4.2 Consultant shall provide minimum four (4) printed and bound final reports as a result of this study.

Task 4 Deliverables

Draft and Final Recommendation Report

TASK 5: Topographic Mapping

- 5.1 Consultant shall complete an aerial topographic map of the site utilizing horizontal control in terms of NAD 83 and vertical control in terms of NAVD 88 per City of El Cajon BM. The topographic mapping will be at 1"=20' and show 1' contour intervals and will be in AutoCAD format. Limits of the mapping will extend 50' past the project site. The mapping will be utilized as a topographic base map for the phase of the project and can be used as a base for the final design and supplemented with ground survey data.

Task 5 Deliverables

ACAD Topographic Base Map

IV. PERIOD OF PERFORMANCE

Period of performance shall be one hundred five (105) calendar days from the date of the Notice to Proceed.

V. DELIVERABLES

- 1 Existing conditions report detailing findings and analysis from the topics set forth above.
- 2 Up to three electric vehicle concept layouts.
- 3 ROM pricing for first phase of 32 buses and ROM for full site build out.

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**A. Tasks Schedule**

<u>Task</u>	<u>Begin/End Dates</u>
1 – Project Management	NTP + 105 days
2 - Site Assessment	NTP + 45 days
3 - ECD Electric Vehicle Layout Analysis	NTP +75 days
4 - Firm Recommendation	NTP + 105 days

B. Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
Existing Conditions Report	NTP + 45 days
Conceptual Layouts	NTP + 75 days
Rough Order of Magnitude Cost Estimate	NTP + 90 days
Final Firm Recommendation Report	NTP + 105 days

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

ECD As-builts

VIII. SPECIAL CONDITIONS

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

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

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

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

acceptance of services performed.

X. DEFICIENT WORK PRODUCT

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

- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

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

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS. Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS.

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

XII. PRICING

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.

XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

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

ATTACHMENT A1
CONSULTANT'S PROPOSAL

**EAST COUNTY DIVISION (ECD)
ZERO EMISSION BUS (ZEB)
OVERHEAD CHARGING
MASTER PLAN
WOAXXX-AE-26
PROPOSAL**



SUBMITTED ON:
May 3, 2024

SUBMITTED TO:
Steve Augustyn
Procurement Specialist
Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

SUBMITTED BY: Mark Tarrall, PE
Project Manager
1450 Frazee Road, Suite 100
San Diego, CA 92108
(858) 514-8377
mtarrall@dokkenengineering.com





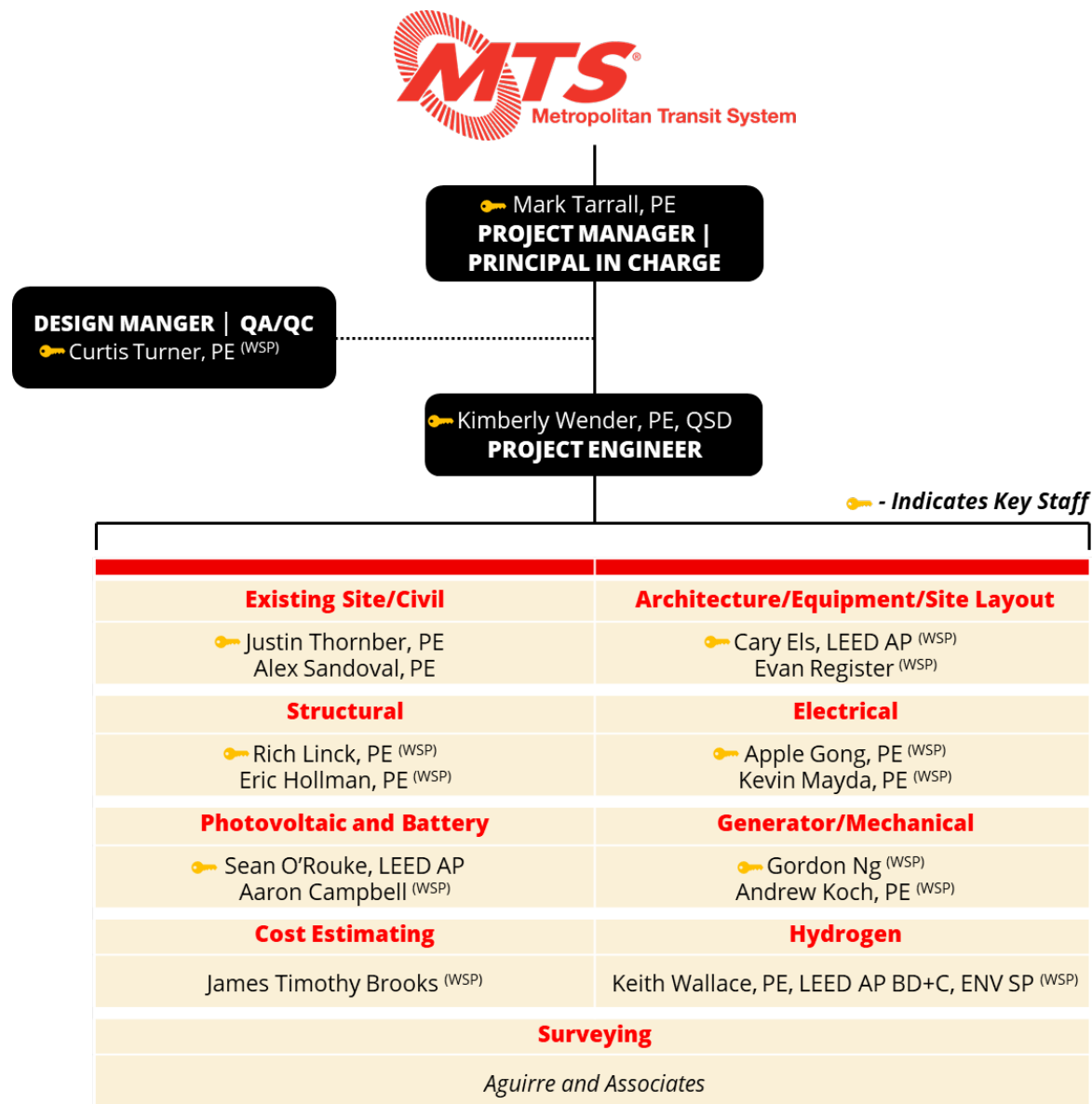
EXECUTIVE SUMMARY

The Dokken team appreciates the opportunity to continue being your trusted partner for the East County Division (ECD) Zero Emission Bus (ZEB) Overhead Charging Master Plan project. The following proposal details our expansive knowledge and experience delivering similar projects while also providing an exceptionally high level of customer service. To best demonstrate our knowledge and understanding of the project, our team has included a potential and preliminary phasing plan for the future deployment of zero emission buses at the East County Division Maintenance Facility.

1. Project Team

QUALIFICATIONS AND RELEVANT EXPERIENCE

Dokken Engineering has assembled a qualified team of engineers, technical experts and support staff who will support the delivery of the ECD ZEB Overhead Charging Master Plan project. Project Manager Mark Tarrall, PE, has over 25 years of providing civil engineering services and expertise in design and construction and will serve as the principal contact for MTS. Our team was selected based on experience with similar ongoing and recently completed projects and availability to focus on your project. The qualifications that make our team uniquely suitable for this project are represented in the descriptions below. Detailed resumes of key staff are included in Exhibit A.



**Mark Tarrall, PE – Project Manager |**

Mark has 25 years of experience specializing in the management, permitting, and design of transportation-related projects, including local roadway, interchange, bike path, highway widening, and transit projects. He has extensive experience with transit infrastructure delivery and has coordinated and designed multiple MTS facilities.

**Cary Els – Facilities (Equipment) |**

As senior architect with the Fleet and Facilities division of WSP, some of Cary's principal responsibilities include transit facility planning, transit facility site planning with site selection and analysis, and equipment and process planning as focused on transit facilities. Previous professional experience has provided substantial insight into the design and construction processes from various points of view.

**Curtis Turner, PE – Design Manager |**

Curtis has over 35 years of experience and excels in providing a quality product, managing consultants and staff, along with agencies coordination through the course of planning, design, and construction. His recent experience on ZEB project sites, incorporating lessons learned and providing design services during construction for SBMF-ZEB, will be beneficial in providing a master plan the owner expects.

**Evan Register – Facilities (Equipment) |**

Evan's experience includes facility conceptual designs, design criteria, detail design, specialty equipment selection and layout, and battery electric vehicles / zero emission vehicle systems. Evan has maintenance and operations facility experience throughout North America for a varied group of fleet operators. Battery electric buses and their associated charging equipment and infrastructure requirements are a primary focus.

**Kimberly Wender, PE – Project Engineer |**

Kimberly has a strong portfolio of transit facilities and public works projects, including mobility hubs, bus transit centers, bus rapid transit, bus stop engineering, and light rail stations. She has worked closely with multiple transit agencies, and the cities in which they operate, to provide safe, efficient, pedestrian, and rider-friendly facilities.

**Rich Linck, PE – Structural |**

Rich has participated in a variety of civil, industrial, commercial, institutional, and military projects. Projects include the design of equipment supports and machine bases, field inspection and structural evaluation of existing facilities, and seismic evaluation of existing structures and seismic design of new facilities.

**Justin Thornber, PE – Existing Site/Civil |**

Justin has a demonstrated history of civil design excellence, specifically with roadway, ADA compliance, site development, mass/precise grading, and construction support. He is a member of ASCE and currently serves as the webmaster for the San Diego section. Mr. Thornber's recent relevant project experience includes SBMF ZEB, IAD ZEB, and Clean Transit Advancement Campus.

**Eric Hollman, PE – Structural |**

Eric is a structural engineer who is responsible for preparing structural design calculations and specifications, and coordination of multidisciplinary projects. Eric has experience in the design of educational, healthcare, recreational, and transportation facilities. His education included emphasis on concrete and steel design, structural analysis, and seismic design of structures.

**Alex Sandoval, PE – Existing Site/Civil |**

Alex has provided support for large-scale transportation projects and has been involved with design and plan production for bikeway, LRT, drainage, traffic, street improvements, utilities, roadway design and retaining walls. Other experience includes earthwork, quantity calculations, and As-Built research. Alex has knowledge of civil engineering theories, principles, specifications, and standards.

**Apple Gong, PE – Electrical |**

Apple Gong is a lead electrical engineer with design experience in electrical engineering design. During her time with WSP, she has gained tremendous experience and knowledge in the electrical vehicle charging infrastructure field. She has designed and been involved with projects that required electrical infrastructure design to support the power requirements from a few level 2 chargers to over a hundred of DC fast chargers.



Kevin Mayda, PE – Electrical | Successfully designed, verified, and implemented engineering packages, calculations, and drawings for various projects, such as power inverter replacement, turbine control upgrades, transformer feeder cable replacement, and vehicle charger installation.



Andrew Koch, PE – Mechanical | Andrew is a Lead Mechanical Engineer who works specifically on offshore substation mechanical systems, district energy plants, power generation systems, and MEP for industrial and commercial buildings. Andrew's experience includes lead engineer and project management services for projects from the feasibility level all the way through construction.



Sean O'Rourke – Photo-Voltaic/BESS | Sean's primary focus has been on electrical power distribution and integration of photovoltaic systems into transportation infrastructure projects. Additional design elements have consisted of lighting design; low voltage communication structures including supervisory control and data acquisition (SCADA), fiber optic networks, security and closed-circuit television (CCTV).



Tim Brooks – Cost Estimating | Tim Brooks is a project consultant & estimator with WSP, experienced in the design, installation, testing and cost estimation of complex electrical, communication and control systems. He has provided cost estimation of large-scale Networked Systems, Electrical and Transportation projects for Passenger Rail, Heavy Construction, Ports and Power Transmission Projects throughout the United States.



Aaron Campbell – Photo-Voltaic/BESS | Aaron Campbell is an electrical engineer with a focus on transportation and infrastructure. Aaron has demonstrated experience in design and field inspection of electrical power systems up to 15kV. Aaron has developed designs for emergency power systems, tunnel and roadway lighting branch circuiting and control, low-voltage power distribution, and special systems including security, fire alarm, fiber optic, and Supervisory Control and Data Acquisition systems.



Keith Wallace, PE, LEED AP BD+C, ENV SP – Hydrogen | Keith Wallace, a mechanical engineer with WSP, has experience designing building mechanical systems for diverse projects including transit and rail facilities, water facilities, educational buildings, institutional buildings, government/military facilities, data centers, aviation buildings, office buildings, and commercial/retail facilities.



Gordon Ng, PE – Mechanical | Gordon is responsible for the analysis, design and operation of central utility systems for commercial, institutional and industrial facilities. He has developed conceptual, schematic, and detailed design drawings and specifications. In addition, Gordon has modeled systems, performed computer simulations, and evaluated systems for feasibility analyses and studies.



UNIQUE QUALIFICATIONS OF PROJECT PERSONNEL & TIME COMMITMENT TO PROJECT

A summary table of our key project personnel outlining each of their qualifications, years of experience, and relevant project experience is included on the following page. Full resumes of key staff are provided in **Exhibit A** detailing our team's qualifying experience.

PROPOSAL FOR

Att. A, A-15 09/12/24



EAST COUNTY DIVISION (ECD) ZERO EMISSION BUS (ZEB) OVERHEAD CHARGING MASTER PLAN | WOAXXX-AE-26

KEY PERSONNEL ROLE	YEARS EXP.	EDUCATION/LICENSES	SIMILAR PROJECT PERFORMANCE	CURRENT COMMITMENTS	AVAILABILITY TO MTS
MARK TARRALL Project Manager	25 yrs	<ul style="list-style-type: none"> MSCE BSCE Professional Civil Engineer (CA) 	<ul style="list-style-type: none"> SBMF ZEB Concept Plan and Final Engineering IAD ZEB Concept Plan and Final Engineering CTAC Master Plan 	<ul style="list-style-type: none"> MTS As-Needed NCTD As-Needed Engineering Services Alvarado Canyon Road Realignment 	40%
CURTIS TURNER Design Manager	34 yrs	<ul style="list-style-type: none"> BSCE Professional Civil Engineer (CA) Professional Land Surveyor (CA) 	<ul style="list-style-type: none"> SBMF ZEB Concept Plan and Final Engineering IAD ZEB Concept Plan and Final Engineering Mid-Coast Light Rail Trolley Ext. 	<ul style="list-style-type: none"> SANDAG Otay Mesa POE 	30%
KIMBERLY WENDER Project Engineer	16 yrs	<ul style="list-style-type: none"> BSCE Professional Civil Engineer (CA) Qualified SWPPP Developer 	<ul style="list-style-type: none"> IAD ZEB Concept Plan and Final Engineering CTAC Master Plan MTS Bus Stop Improvements 	<ul style="list-style-type: none"> MTS As-Needed Alvarado Canyon Road Realignment La Jolla Improv 	50%
JUSTIN THORNER Existing Site/Civil	14 yrs	<ul style="list-style-type: none"> BSCE Professional Civil Engineer (CA) 	<ul style="list-style-type: none"> SBMF ZEB Concept Plan and Final Engineering IAD ZEB Concept Plan and Final Engineering CTAC Master Plan 	<ul style="list-style-type: none"> SBMF ZEB IAD ZEB Iris Rapid Corridor Circulation Improvements 	50%
CARY ELS Facilities (Equipment)	20 yrs	<ul style="list-style-type: none"> BA LEED Accredited Professional 	<ul style="list-style-type: none"> IAD ZEB Concept Plan and Final Engineering RTD Reimagine Translink Marpole Transit Centre 	<ul style="list-style-type: none"> MTS CTAC RTD Facilities Upgrades CDTA Albany & West Facilities 	25%
RICH LINCK Structural	46 yrs	<ul style="list-style-type: none"> BSCE Professional Civil Engineer (FL, IN, KS, MI, MO, TX, MN) 	<ul style="list-style-type: none"> Bus Operations and Maintenance Facility Modifications to Bus and Train Maintenance Facilities 	<ul style="list-style-type: none"> CapMetro North Base (Bus Maintenance Facility) Parkway School District IndyGO Purple Line 	25%
APPLE GONG Electrical	9 yrs	<ul style="list-style-type: none"> BASC Professional 	<ul style="list-style-type: none"> SBMF ZEB Concept Plan and Final Design IAD ZEB Concept Plan and Final Design 	<ul style="list-style-type: none"> STA - Inductive Charging LA Metro - Resiliency Charger P859 – Shore Power Design Terawatt – Truck Charging Design 	20%
SEAN O'ROUKE Photo-Voltaic/BESS	24 yrs	<ul style="list-style-type: none"> BSEE LEED Accredited Professional 	<ul style="list-style-type: none"> IndyGO BEB Master Plan San Diego MTS 	<ul style="list-style-type: none"> Massport Ship to Shore Power Project Wayne County Airport Electrical On-Call Project MBTA North Cambridge Battery Electric Bus Conversion 	20%
GORDON NG Mechanical	29 yrs	<ul style="list-style-type: none"> BSME Professional Mechanical Engineering (NY) 	<ul style="list-style-type: none"> SBMF ZEB Concept Plan and Final Engineering IAD ZEB Concept Plan and Final Engineering 	<ul style="list-style-type: none"> Ameresco – SacSewer Biogen NYC EDC – Sunset Park District Energy Study 	20%



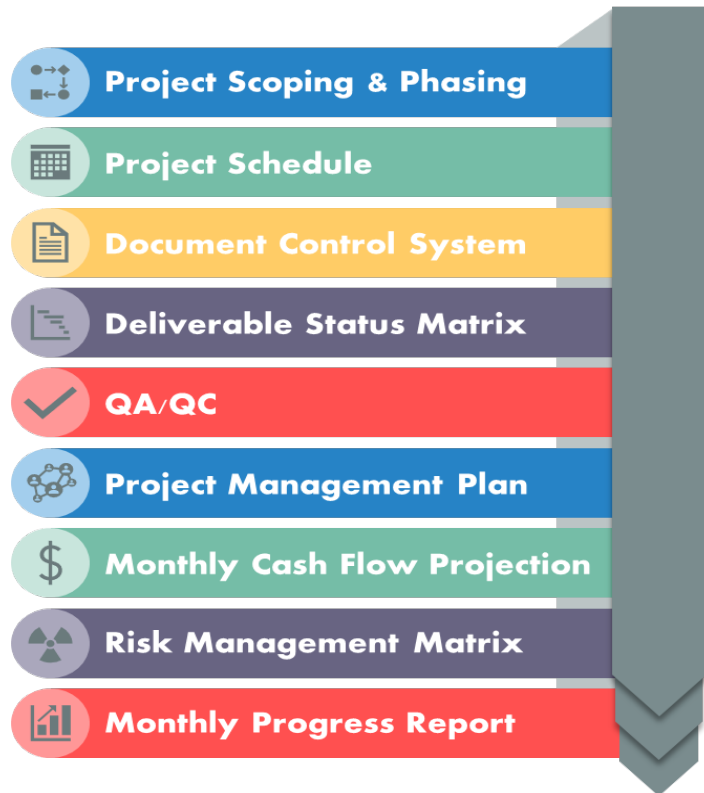


2. Project Team's Capabilities

MANAGEMENT, COORDINATION AND SCHEDULING ABILITIES

In order to manage the three interdependent elements found in every project – scope, schedule, and budget – it is necessary to implement a sustainable project control methodology. Mark, our Project Manager, will develop and implement the project controls plan. The plan outlines the procedures for conducting work, managing project resources, and reporting project status and progress. The project management tools identified on the right ensure on-time and within budget project deliverables. These tools will enable Mark to provide a systematic approach to deliver projects of any size and scope. All project personnel, including MTS and the Dokken Engineering team, will be aware of the project status in order to make informed management decisions.

Dokken Engineering prepares and maintains project schedules for every project. The schedules are monitored, and staffing is adjusted to meet milestones. Performance is monitored through quality control checks, review of actual versus planned progress, completion of action items prepared after meetings, monthly invoicing, and progress reporting. We will use MTS standards and formats, making invoice review streamlined and familiar to MTS.



Our project controls plan has proved successful project after project, including recent MTS projects South Bay Maintenance Facility ZEB Phase 1, Imperial Avenue Division ZEB Phase 1, and Clean Transit Advancement Campus.

Coordination

As an extension of MTS staff, Mark and team will use a suite of communication techniques to keep MTS informed and maintain the project schedule. The diagram below identifies the key communication methods to deliver project for MTS.



Internal: Dokken Engineering has long-standing relationships with our sub consultants, and we have established communication protocols that all team members understand. We host weekly internal team conference calls to track progress and keep everyone current on project status and recent decisions that affect their awareness and productivity.

External: Our number one goal when working with our clients is successful project delivery. We identify risks early in the process and develop ways to mitigate these risks. We work closely with our clients to keep them informed on the status of their projects and any pending decisions, and we are extremely responsive to their needs.

Dokken Engineering will also serve as an extension of staff on this task and act as the principal point of contact for MTS.

OTHER ONGOING PROJECTS/COMMITMENTS AND STAFF AVAILABILITY

Our key team members were specifically selected not only for their technical abilities but also for their availability for this project. All staff listed on the organization chart are committed and ready to work on this project. SBMF Phase 1 Construction is complete, IAD will be out for bid this summer, CTAC schematic design will be completed this fall. Based



on the RFP schedule and anticipated NTP in October 2024, our team will be ready for the next task with MTS. ***The table on page 4 presents other ongoing projects/current commitments of our project personnel showing real availability and capacity to successfully deliver this project.***

QUALITY ASSURANCE AND QUALITY CONTROL

Our team is committed to MTS to deliver quality project documents that exceed the standards in the industry. For our team, quality is not just a priority—it is a core value. As prime consultant we also understand the importance of reviewing our sub consultant's work and cross-disciplinary reviews to meet all requirements of the work, ***which is paramount on these master plan documents.*** Our QA/QC procedures are implemented in accordance with our scope of work and will be consistent with industry principles. The procedure will incorporate the approach of continuous review of products as they are developed and as a series of formal review procedures enacted in preparation of major deliverables. The policies and procedures will provide documentation that deliverables meet all requirements of the scope of work. The review of deliverables needed to satisfy the QA/QC procedure is built into our proposed schedule. The following flow chart outlines our QA/QC procedures:



We take quality very seriously. This team has worked on master plans for MTS in the past and have streamlined our ability to provide high quality deliverables. We use both SharePoint and Bluebeam Studio for comprehensive and collaborative documents, schedule interdisciplinary reviews amongst team members, and have regularly scheduled meetings with the design team. MTS can rest assured in the quality of our documents.

COST CONTROL MEASURES

We have found that the best way to control the budget is to ensure that the project schedule is followed. This method avoids costly overruns and extended production times. The key to preserving budgets is to start on time, get it right, and submit the deliverable on time. Utilizing the same working group from the beginning of the project to the end ensures consistent thought and engineering practice while eliminating wasteful hours spent “getting familiar” with a project. Each staff member working on the project has the project scope and assigned budget and schedule, so they are an integral part of the team and understand how their assignment fits into the overall project. This method has enabled our team to control costs by engaging staff at all levels to prepare and deliver a quality project within the assigned budget.

Our cost management is both simple and effective. Our team assesses the status of every project budget each month. We review the percentage of budget obligated versus the estimated work completed and schedule time elapsed. By completing this monthly, we are able to determine the overall project budget and schedule status and make adjustments as required.

STAFF AVAILABILITY/COMMITMENT TO PROJECT

In order to meet MTS's needs for this project, we have organized a team with a proven track record and availability to deliver the ECD ZEB Overhead Charging Master Plan project. We recently delivered three similar MTS projects with the same core project team from ***NTP to a Final Master Plan in 15 weeks.*** The team was also developed to provide MTS the maximum flexibility possible in order to meet all of the contract's needs. As presented in the previous **Other On-Going Projects/Commitments and Staff Availability** section, our team has the capacity and availability to work and complete this project according to MTS's requested schedule.

PROJECT EXPERIENCE

Our team offers outstanding experience and technical competence to successfully deliver projects similar to the requirements of the ECD ZEB Overhead Charging Master Plan project, as shown in the following fact sheets.





EAST COUNTY BUS MAINTENANCE FACILITY El Cajon, CA

CLIENT:

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

REFERENCE:

Elias Belknap (MTS)
(619) 595-7039
eli.belknap@sdmts.com
John Dorow (SANDAG)
(619) 699-1915
John.Dorow@sandag.org

SCOPE OF SERVICES:

- Space Programming & Design Criteria
- Schematic Design / Design Development
- Construction Cost Estimate
- Maintenance Equipment Selection, Layouts, Specifications, & Cost Estimates
- Construction Documents / Bidding
- Construction Administration

Metropolitan Transit System (MTS), in coordination with San Diego Association of Governments (SANDAG), proposed to replace the East County Bus Maintenance Facility (ECBMF) with a new maintenance facility. The original configuration of the facility involved operating over a site composed of three adjacent parcels of land in the City of El Cajon located in northeast San Diego County. Each of the three parcels had residual buildings and parking areas that were not designed or built specifically for transit operations and maintenance. MTS and their contract operators had retrofitted and modified the site and buildings over the years of operating on site to be used for daily transit bus operations and maintenance 24 hours a day. However, they had reached the existing structures' limits to increase efficiency without major upgrades or facility replacement.

The focus of the project was to deliver a complete maintenance and operations building replacement and to fully develop and pave all three parcels, approximately 7 acres, to act as a single site. In addition to a new bus wash replacement, a new CNG compressor and dispensing station (2 fueling positions) were added to the site to support the newly purchased 120 CNG bus fleet.

The design of the site and facility maximized visibility for supervision and management of on-site staff and vehicle circulation including controlled access points along its perimeter with fencing. The site was also designed to achieve LEED Silver Certification.

This project included the following components: Administration / Operations Facilities, Bus Maintenance Facility, Chassis Wash, Parts Warehouse, CNG Compressor and Fuel Facilities, Fare Retrieval, Transit Bus Wash Facilities, Agency Visitor Parking, and Employee / Visitor Parking.





In accordance with the California Air Resources Board (CARB) and the Innovative Clean Transit (ICT) regulation, the San Diego Metropolitan Transit Systems (MTS) has started paving the way for a transition to Zero Emission Buses (ZEBs) due to its commitment to continue

providing safe, reliable transit service while also striving to improve air quality in the region. MTS's Zero-Emissions Bus Pilot Program has already taken steps toward accomplishing the goals set forth in the ICT. The Dokken team developed a Master Plan that provided a template for charging 253 new ZEBs to be purchased in accordance with CARB requirements at the South Bay Maintenance Facility (SBMF) in Chula Vista, California, and to help MTS develop and implement a ZEB rollout plan (required by ICT) with MTS's next purchase of ZEBs. In addition, this project will set the tone for future implementation of ZEB infrastructure at MTS's other bus facilities. For SBMF, MTS will have procured an initial 40-foot and 60-foot ZEB fleet of 24 buses in 2022. Beyond 2022, MTS will comply with state regulations requiring 25% ZEB purchases starting in 2023, transitioning to 50% at a later date.

The Dokken team first collected and reviewed existing documents provided by MTS that are pertinent to SBMF, including facility as-built drawings, facility's current bus parking layout, current circulation routes, historic electricity and gas usage information, and existing fleet Inventory. After the existing documentation was reviewed, a ZEB checklist was developed to document key findings for both the existing facility and proposed on-site operations. An in-person site tour was conducted to acquire missing data not ascertainable from the received existing condition documentation and previous operational discussions.

Upon reviewing the existing operational and facility information with the documented understanding of MTS's preferred future ZEB operational needs and holding bi-weekly meetings with an in-person Concept Design Workshop with MTS, various master site layouts were developed around three (3) available charging technologies. The 3 charging technology options studied were induction, manual plug-in chargers, and automatic overhead charging. Pros and Cons for these options were discussed with the recommended infrastructure option. Once the Preferred Master site plan (overhead charging infrastructure with a pantograph charging dispenser over each parking space) was selected by MTS, the phasing of the infrastructure was developed.

The location was chosen to minimize disruption to the current operations and limit the capital expenditure needed on opening day, knowing that only 24 ZEB's out of the total 253 ZEB buses would be delivered. The phasing plan identifies how to accommodate the first 24 ZEB's scheduled to arrive in the near term of March 2022, and continues in subsequent infrastructure phases based on MTS's bus procurement schedule and the ability to allow for construction phasing and staging on-site without reducing the number of buses being operated out of SBMF or having a detrimental impact to SBMF existing operations. Detailed drawings and specification were developed for Phase 1, which completed construction in 2023. The charging equipment was designed to be located on the ground, and photovoltaic panels could be mounted on the overhead charging infrastructure supporting the pantographs.

SOUTH BAY MAINTENANCE FACILITY ZERO EMISSION BUS MASTER PLAN AND PHASE 1 Chula Vista, CA

CLIENT:

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

REFERENCE:

Heather Furey
(619) 557-4588
Heather.furey@sdmts.com

SCOPE OF SERVICES:

- Utility coordination
- Master Planning
- Zero emission infrastructure and equipment layout and specification
- Multi-stage phasing
- Concept design
- Electrical load design
- Electrical utility consultations
- Detail design
- Cost estimate





IMPERIAL AVENUE MAINTENANCE FACILITY ZERO EMISSION BUS MASTER PLAN AND PHASE 1 San Diego, CA

CLIENT:

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

REFERENCE:

Heather Furey
(619) 557-4588
Heather.furey@sdmts.com

SCOPE OF SERVICES:

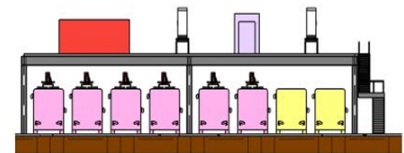
- Utility coordination
- Master Planning
- Zero emission infrastructure and equipment layout and specification
- Multi-stage phasing
- Concept design
- Electrical load design
- Electrical utility consultations
- Detail design

The Dokken Team developed a Master Plan with a template for charging 130 new ZEBs to be purchased in accordance with CARB requirements at the Imperial Avenue Maintenance Facility (IAD) in San Diego, California, and to help MTS develop and implement a ZEB rollout plan (required by ICT) with MTS's next purchase of ZEBs.

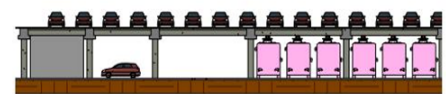
The first step was to collect and review existing documents provided by MTS that were pertinent to IAD, including facility as-built drawings, facility's current bus parking layout, current circulation routes, historic electricity and gas usage information, and existing fleet Inventory. After the existing documentation was reviewed, a ZEB checklist was developed to document key findings for both the existing facility and proposed on-site operations. An in-person site tour was conducted to acquire missing data not ascertainable from the received existing condition documentation and previous operational discussions.

Upon reviewing the existing operational and facility information with the documented understanding of MTS's preferred future ZEB operational needs and holding bi-weekly meetings with an in-person Concept Design Workshop with MTS, various master site layouts were developed around the selected charging infrastructure for IAD – overhead charging via depot pantograph. The master plan considered various options for various areas of the lot, as well as types of charging infrastructure, primarily:

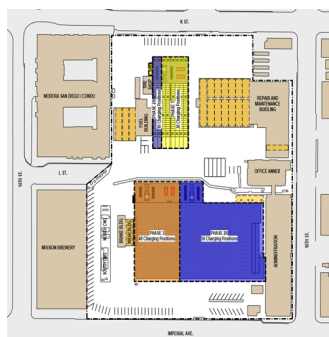
- Location of the medium voltage switchgear / utility entrance (L street vs K Street)
- Location of charging cabinets (elevated curb vs on top of overhead structure)
- Charging system infrastructure (Individual charging cabinets with transformers and low voltage distribution vs "big box, all-in-one" charging cabinets.)
- In the South Lot, use of an overhead steel structure or new concrete parking deck for employee parking to be above the level of bus parking.



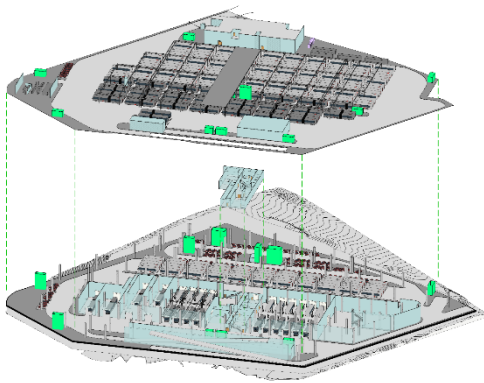
North Lot Elevation - Overhead Steel Structure



South Lot Elevation - Parking Deck - Eastern Side



An additional study was done for the feasibility of replacing the existing CNG yard with employee parking or infrastructure to support a fleet of FCEBs. Once the Preferred Master site plan (Medium voltage switchgear at K street, charging cabinets on top of structure in the north and south lots, design around individual cabinets, and concrete parking deck in the south lot) was selected by MTS, the phasing of the infrastructure was developed. The location was chosen to minimize disruption to the current operations and limit the capital expenditure needed on opening day, knowing that only 30 ZEB's would be delivered. The phasing identifies how to accommodate the first 30 ZEB's and then continues in subsequent infrastructure phases based on MTS's ability to allow for construction phasing and staging on site without reducing the number of buses being operated out of IAD or having a detrimental impact on IAD existing operations.



MTS currently performs bus maintenance services at five divisions within San Diego County. With anticipated ridership growth and bus fleet electrification, all divisions are constrained. The Dokken Team developed a Master Plan to construct a new bus maintenance division (referred to hereafter as Clean Transit Advancement Campus (CTAC)) located north of Federal Boulevard at the

intersection with 47th Street. It is anticipated that the CTAC site will have the same operation and maintenance functions as other MTS bus maintenance facilities and will house 200-250 buses. However, CTAC will be *100% Zero Emission*; there will be no compressed natural gas (CNG) fueling at this site.

Dokken Engineering is providing engineering design services for various phases of the project; master plan, programming, and 15% Schematic Design.

The master plan included a feasibility analysis of the proposed CTAC improvements. The Dokken Team developed the plan that provided a template for charging/fueling 200 to 250 new ZEBs to be purchased in accordance with CARB requirements at the potential Clean Transit Advancement Campus (CTAC) in San Diego, California and to help MTS develop and implement a ZEB rollout plan (required by ICT) with MTS's future purchase of ZEBs.

As part of the master plan, the first step was to perform an existing conditions analysis and field reconnaissance for site selection. The next step was to determine and define any needs for the new facility. The needs were defined as providing Administration offices and functions, Operations Areas and Functions, Vehicle Maintenance Facility, Battery Electric Bus Charging Infrastructure, Hydrogen Vehicle Fueling Infrastructure, Vehicle Washing Facilities, Agency Vehicle Parking and Employee Parking Structure, Employee/Visitor parking, Personnel Training and Clean Technology Learning Center, Daycare Center, and minimize the amount of dirt removal from the site for construction.

After the facility requirements were determined, multiple layouts were developed to accommodate the facility's needs. After meetings with MTS, a preferred layout was selected.

Following the master plan phase, the design team conducting multiple workshops with MTS staff to establish detailed design requirements, including space program and functional needs. The final programming document outlines the decisions made during the workshops, administrative and maintenance needs/requirements, and code requirements.

Upon approval of the final programming document, Dokken will proceed with developing 15% schematic design plans based on the defined spaces, functions, criteria, and requirements for the new facility.

CLEAN TRANSIT ADVANCEMENT CAMPUS (CTAC) San Diego, CA

CLIENT:

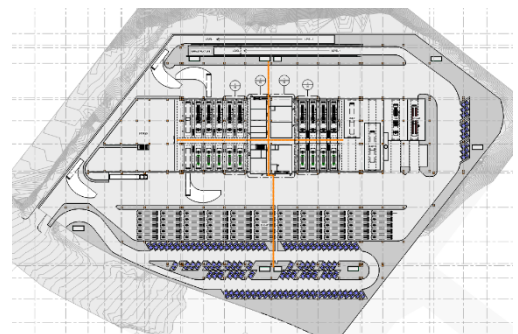
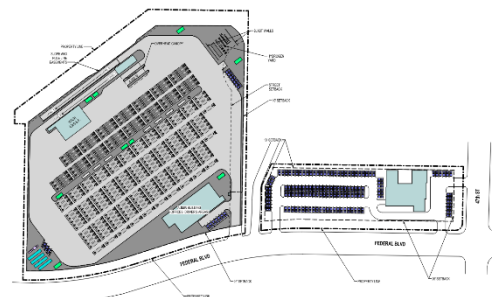
Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

REFERENCE:

Heather Furey
(619) 557-4588
Heather.furey@sdmts.com

SCOPE OF SERVICES:

- Easement coordination
- Master planning
- Zero emission infrastructure and equipment layout
- Concept design
- Electrical load design
- Cost estimate

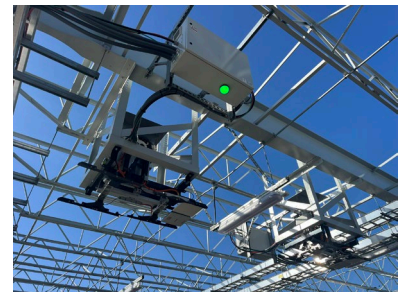




3. Project Understanding and Approach

Our team understands the challenges transit agencies face with the ZEB roll-out, especially at bus yards/depots, where operations are critical to maintaining run-out time each morning. Having worked with MTS on similar projects, as shown on the previous fact sheets, we have an unparalleled understanding of what is required to provide MTS with a master plan that serves as a roadmap to fully transition to Zero-Emission. Through our experience working on MTS master plans for IAD, SBMF, and CTAC, we have been able to refine our process to ensure that the East County Maintenance Facility Master Plan will meet all MTS Expectations. Our team of experts has assembled lessons learned from these projects that we will implement in the East County Maintenance Facility Master Plan. The following are examples of lessons learned that will provide MTS with the confidence that our team can deliver a pragmatic master plan.

- a. **Maintain Operations:** Minimizing impacts to operations at maintenance facilities is critical to MTS - learned through various projects with MTS and discussions with your staff. It is critical during planning to understand the potential impacts a phased roll-out can have on a maintenance facility. Typical considerations include: Will CNG buses need to park underneath the structure? Will employees need to park in the bus lanes? Where will SDGE equipment need to be placed and subsequent trenching throughout the yard? **Our teams specific experience with MTS on similar projects enables us to be adept at the planning stage to limit impacts on MTS operations.**
- b. **Wholistic Approach to Site Design:** The Dokken team has been working with MTS for several years, and this relationship has allowed our staff to become an extension of MTS. This empowers us to ask more questions and engage MTS staff early in a project to ensure all goals and objectives are met – leading to a comprehensive improvement plan and cost estimate. An example lesson learned was at IAD. The existing tire shop was in dis-repair and in need of an upgrade. This was not recognized early during the master plan phase, but the Dokken Team was able to incorporate these upgrades during the PSE phase. **It is a reminder to look at all site opportunities to improve the facility during the planning process in order to be more cost-effective and have as accurate estimate as possible.**
- c. **The Small Details Matter, Even During the Planning Phase:** Having a civil engineer as the project lead on a planning document means the team will approach the plan with an acute consideration of the existing site constraints and future engineering infrastructure, both major and minor. We learned during the SBMF project that minor details, such as bollard placement and striping, can have a large impact on bus and employee circulation and should be considered and well thought out during the planning phase.
- d. **Utility Coordination and Load Ramping Schedule:** Due to the amount of electricity potentially required by battery electric buses, the importance of early coordination with SDG&E for anticipated and planned energy usage cannot be overstated. Developing a long-term plan with the utility or a load ramp schedule can inform them where and when new or additional service is needed and allow for planning infrastructure. From there, site-specific infrastructure can be phased-in according to MTS's own schedule, and vehicle procurements mapped on top of that. Such layered planning greatly increases the odds of successful implementation.
- e. **Equipment Lead Times:** The Dokken team is aware of long lead times for major electrical components that have the potential to impact the overall project schedule. The master plan will document potential mitigation strategies to inform future design teams. An example includes MTS to pre-purchase critical components, namely chargers and charging dispensers, and assign them to the contractor for installation. This 'front loads' a large portion of the equipment lead time to be concurrent with the design/planning phases. **The Dokken team has extensive experience in successfully planning and coordinating Owner Furnished equipment to minimize potential construction issues.**
- f. **Previous Experience at East County Maintenance Facility:** Our team has previous experience working at the East County Maintenance Facility. **There is no learning curve for this team to understand how this facility operates.**



3A. DEMONSTRATE KNOWLEDGE OF THE WORK REQUIRED

Key Considerations for Master Plan Layout

There are many competing priorities for a bus maintenance facility master plan and our Team's knowledge and ability to know when and how to balance them is key. Safety is paramount, especially given the dense nature of the site and the inherent dangers of maneuvering and parking large vehicles on it while also allowing for movement of personnel. This is compounded by the inherent risks of the fuel types being considered, BEBs and FCEBs. Depending on the master

planning options selected, high-level fire protection systems may need consideration. All options will need an emergency operations study that shows how fire trucks enter and maneuver on the site, how fire department personnel access and disengage BEB charging equipment, and how and where buses can be moved to and isolated from the fleet when and if there is a concern for potential issues.

Building upon the existing operations and not overriding them should be a priority in order to limit the amount of necessary construction and on site disruption to operations, both of which would affect the overall construction cost to MTS. A master plan, with fully developed phases that show the moving construction work zones, laydown yards, and contractor's trailer areas and parking will be needed. This phased master plan will also show how onsite operations are accommodated (and altered as necessary). It will also show the number of buses that the site can accommodate during each construction phase and how many buses would potentially need to be displaced during a phase, as well as provide a high level estimate for how long that potential bus displacement may occur. This phased master plan will allow MTS to plan for accommodates of other buses, routes and services that may need to temporarily be run from other MTS facilities.

To best showcase our understanding of the goals of the master plan, our team has conducted preliminary analysis of the existing site and a potential phasing plan.

Existing Conditions

The first step in the master plan phase is a complete and comprehensive understanding of the operations of the existing site. The following graphic provides a visual of our teams understanding for bus circulation, employee parking, current EV charging, NRVs, and driveway access.

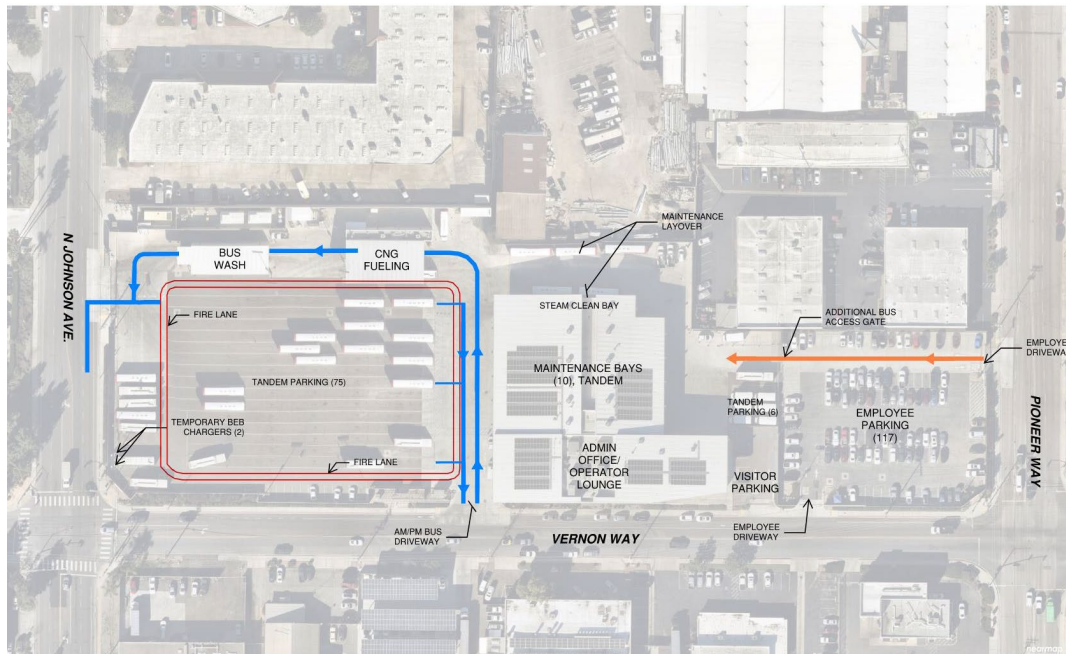


Exhibit: Existing Conditions

Potential Phasing Layout

Our team has taken the time to brainstorm a potential phasing roll-out should MTS proceed with charging infrastructure similar to SBMF and IAD.

Phase 1: Our team understand that SDGE equipment and other supporting electrical equipment are required in the early phase. As such, our team identified a location on site that SDGE could access equipment while being out of the way of daily operations. For this layout, we have selected a location along Vernan Way. This location allows for the potential installation of charging equipment for the 5 most southern bus lanes.

The existing employee lot could be a potential laydown area for the contractor and potential layover location for buses. Coordination with employees to park on the street or "hot park" (park within the bus lanes) could be considered to limit inconvenience to employees during construction.

With this configuration, there is an opportunity to provide a BEB isolation area for potential thermal events in the future. This area is close to N. Johnson Ave, providing easily accessible access to fire personnel.

Phase 2: One of the goals of the master plan is to be scalable, based on the delivery schedule for MTS. Based on our understanding of BEB delivery and deployment, we assume there will be a second phase of bus lanes that will required the charging infrastructure, approximately 5 bus lanes.

Phase 3: This is the last phase for the installation of charging infrastructure for the remaining bus lanes. In this final phase, it is assumed that the CNG tank and fueling will no longer be required. As such, consideration could be made to locate hydrogen fueling and dispensers at those locations.

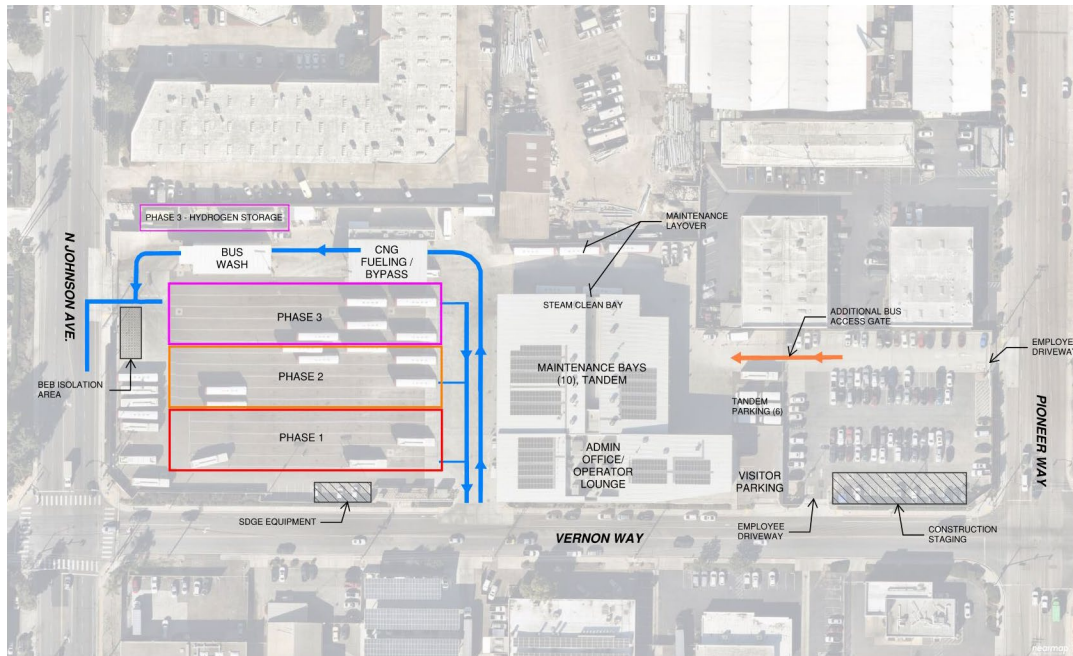


Exhibit: Potential Phasing Plan

Future Charging Equipment

The Dokken Team can begin by determining the total amount of BEBs that can physically be supported at the site, then develop an overall electrical connected load and begin discussions with SDG&E regarding availability of electrical service. From there we can learn from SDG&E what, if any, modifications to their electrical system would need to occur, as well as when and where they might occur. This allows for a ramping schedule to be developed that accommodates SDG&E, MTS' BEB procurement schedule, phasing for the onsite construction, AND allows for MTS to plan and modify on-site operations to accommodate this phasing. Also, it should be noted that the demand load is typically far less than the overall connected load. The Dokken Team has access to information on several other BEB projects that demonstrate this and it may be possible this information can be used to help limit the necessary infrastructure on the SDG&E side of the infrastructure.

While overhead pantographs are mentioned in the RFP as a likely solution, the Dokken Team has and continues to research other charging methods and can present each system's pros and cons and can develop masterplan options which show real world implications of these systems on the East County site. These systems include typical cabinet and plug-in setups, induction, and "big-box" charging systems delivering to either pantographs or plug-ins. Additionally, with a comprehensive knowledge of charging products on the market, the Dokken Team will develop 'worst-case' spatial requirements for these systems to allow for various degrees of flexibility and therefore potential future changes to the charging systems to better accommodate or 'future-proof' this rapidly developing technology.

Similar to SBMF and IAD, our team will have a CNG generator, Battery Electric Storage Systems (BESS), and solar panels on the site.

3B. EXPLANATION OF THE PROJECT/SERVICES REQUIRED

The Dokken team takes no exception to scope of work included in Exhibit A, and we also recommend including the following items:

In addition to a fully developed master plan, the Dokken Team proposes to provide a master planning design document that provides a project record and a means of communicating design decisions to future design teams, whoever they



may be. This design document would include a very brief written explanation of the final master plan as well as unselected options and very brief explanation as to why those options were not right for the site. It is our opinion that this document will allow future design teams to revisit the previous work as needed, thereby acting as a foundation to avoid delays in new work or accidentally conducting re-work.

Inclusion of a code study, showing not only compliance of the master plan with recorded site boundaries, setbacks, underground utilities, etc., but also including significant notes on potential upcoming impacts of the 2025 California Standards Building Code. This code is expected to impact storage and maintenance facilities that service vehicles with lithium metal battery chemistries.

Potential inclusion of a high level fire protection analysis that would primarily look at the existing fire protection sprinkler system and determine what, if any, modifications would be needed to support code required or owner desired improvements to the sprinkler systems. Having worked on the East County Maintenance Facility, our team has intimate knowledge of the existing sprinkler systems.

The compact and space efficient nature of the site poses challenges when considering hydrogen fuel cell electric buses and their potential on-site fueling. A high-level viability study for hydrogen fueling at the East County facility is recommended. In addition to drawings showing how such a system would be located and used on site, it would also include high-level analysis of how many FCEBs could be supported with that infrastructure, how and if that infrastructure could be expanded to support a larger FCEB fleet, how code impacts this infrastructure at all phases, and an analysis of the existing CNG maintenance bays to see what, if any, upgrades to electrical and mechanical systems may need to occur to work on hydrogen fueled vehicles.

3C. INNOVATIVE APPROACH AND INTERNAL MEASURES FOR TIMELY COMPLETION

Our team's history and experience with similar projects means there is no learning curve. Our team knows the questions to ask early in the planning stages to avoid surprises and adhere to the project schedule.

Throughout the Dokken Team's approach, we have identified unique aspects of the project and, based on our experience and history with similar projects, have developed the following innovative solutions:

- As leaders in the industry, we understand the importance of integrating designs to be flexible for future conditions. Based on our discussions with MTS, we understand the BEB delivery schedule and the need to charging equipment, however, there is the desire to also consider hydrogen fuel cell buses in the plan. This team has toured Foothill Transit's hydrogen facility in Pomona, attended presentations on the hydrogen facility at Sunline Transit, and will soon be touring the hydrogen facility at OCTA. We will be able to incorporate tried practices into the master plan.
- Similarly, as leaders with this technology, we recognize the importance of a shared body of knowledge – internal or external. Our team regularly attends webinars and conferences to understand this evolving technology and has an internal Microsoft Teams Channel, dedicated to ZEB technology and implementation. The team continues to learn, adapt, and evolve with the changes with ZEB technology.
- The Dokken team continues to investigate BEB fire suppression and issues related to it to form and update recommended best practices, especially how they can be implemented in any master plan. Most recently, our team has learned to identify a specific location to place a bus during a thermal event. Having this location identified during the planning phase will ensure an isolation area is included in future phases of the project.
- Opportunities to integrate concrete pavement replacement with the phased installation of BEB equipment. This will limit any trenching/panel replacements to newly constructed concrete pavement and minimize disruptions to operations. Additionally, new pavement provides the opportunity to uniform grade the pavement under the gantry providing more consistency with height tolerances for the pantograph connection. Win-Win-Win.
- City of El Cajon: This facility is located within the City of El Cajon and it is anticipated that when the master plan is adopted and the first phase is implemented for construction, it will go through the City's building and safety department for review and approval. Dokken is well connected with the City and is working with them on projects



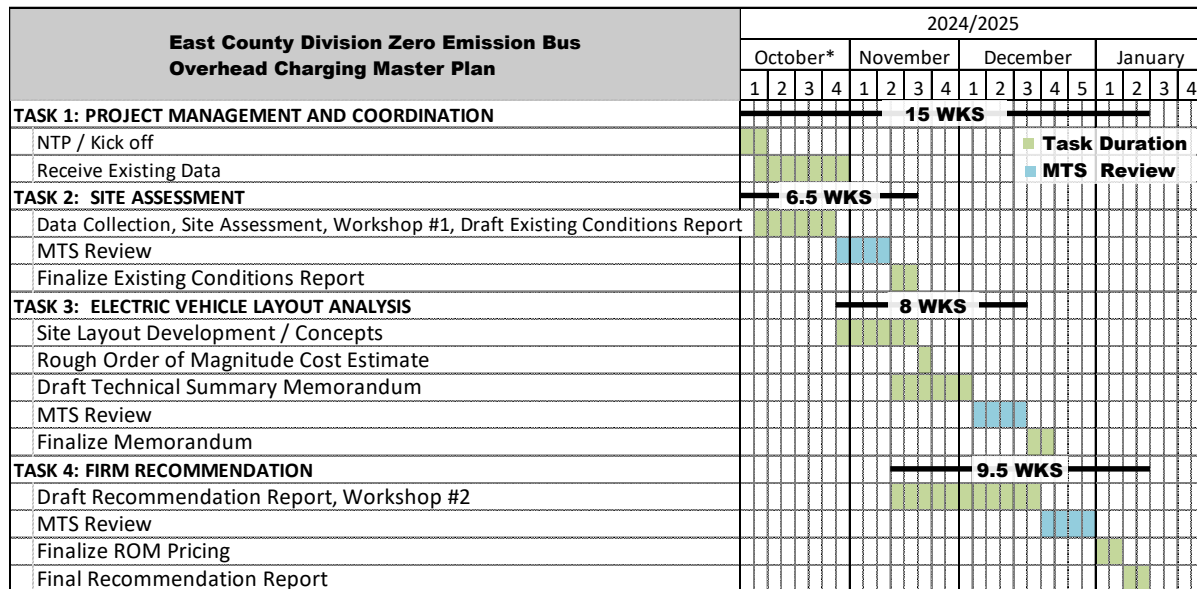
East County Maintenance Facility asphalt pavement bus lanes



through an on-call services contract. This team can easily coordinate a meeting with the City to better determine the permits and design requirements that may be required and include these requirements in the master plan. No surprises.

- Buy America: Should the project receive federal dollars, many of the components of the project would require Buy America per FTA guidelines. Our team will work with MTS during the masterplan to help identify the funding source and if any equipment qualifies for an exemption waiver. The Buy America requirements will be outlined in the master plan to provide guidance for the next phase – saving MTS valuable time executing the first phase of implementation.

4. Schedule



* Assume start in October, however our team is prepared to begin work immediately upon NTP.

Local Resources for Proposed Services

We have put together a team with extensive experience delivering similar transit improvement projects. Our team will ensure that MTS will get the most responsive service possible and commit to being available to MTS on short notice throughout the duration of the project.

The Dokken team's key staff are locally based in San Diego, which allows us to attend meetings on a moment's notice, rapidly visit job sites, and maintain effective interactions with MTS and other stakeholders to the project. However, because of the intricacies of the job and expertise required for a project of this nature, we have rounded off our team with staff from across the nation for certain specialized services. The team is set up to give MTS the personnel that is most familiar and experienced with delivering projects similar to East County Maintenance Facility Master Plan but has also worked together to successfully deliver MTS projects such as SBMF ZEB Concept Plan and Final Engineering project, IAD ZEB Concept Plan and Final Engineering project, and the Clean Transit Advancement Campus, all of which will be at substantial completion when the NTP is issued.

We know we are the right team with the expertise and depth of resources to successfully deliver this project with MTS.

5. DBE Subcontractor Utilization Plan

Dokken Engineering maintains a strong commitment to Equal Opportunity in our hiring practices, training, promotions, and sub-contracting. We have supported and participated in the Caltrans and SANDAG outreach programs to small minority consultants. Dokken Engineering is pleased to team up with sub consultants who are both highly qualified in their fields and meet the requirements for Disadvantaged Business Enterprise (DBE) to ensure that MTS will meet/exceed their DBE goal. The following table lists our team's small and disadvantaged business firms and their certifications.

FIRM	ROLE	CERTIFICATION
Aguirre & Associates	Survey	DBE #6729 / MBE #6729 SLBE #11AE0172 SB (Micro) #33859



EXHIBIT A: RESUMES





Exhibit A: Resumes



MARK TARRALL, PE PROJECT MANAGER/PRINCIPAL IN CHARGE

Mr. Tarrall has over 25 years of experience and specializes in the management, permitting and design of transportation related projects including local roadway, interchange, bike path, highway widening, and transit projects. Mr. Tarrall has led both local agency, transit, and Caltrans projects through the concept planning, preliminary engineering, Environmental Document approval, right of way acquisition, and preparation of PS&E. He is experienced in geometric designs, ADA analysis, drainage design, utility coordination, environmental permitting, public outreach, and Caltrans and local agency procedures and standards.

EXPERIENCE

MTS South Bay ZEB Infrastructure Phase 1 Final Design, Chula Vista, CA | Project Manager for the final engineering for Phase 1 of the new Battery Electric Bus (BEB) infrastructure at the SBMF in Chula Vista, CA. The final construction package includes structural, electrical, fire protection, technical specifications, equipment list, and a construction cost estimate for the facility upgrades. MTS operates and maintains a fleet of 235 compressed natural gas (CNG) buses at the SBMF and seeks to implement a scalable and modular battery bus charging system for an initial twelve BEBs, while maintaining current operations. The initial fleet will be an expansion to current fleet and facility improvements are designed to accommodate a sixty-foot vehicle. The proposed infrastructure is the first phase of MTS's regional plan to replace the existing CNG bus fleet with electric buses over the next 20 years.

Imperial Avenue Division ZEB Phase 1, San Diego CA | Project Manager for the concept development and final engineering for Phase 1 of the new Battery Electric Bus (BEB) infrastructure at the Imperial Avenue Division in San Diego, CA. The proposed infrastructure is the first phase of MTS's Master plan to replace the existing CNG bus fleet with electric buses over the next 20 years. The project will accommodate a minimum of 30 new forty-foot electric buses, infrastructure and overhead gantry, 3:1 charging ratio, platform mounted cabinet equipment, switchgear installation, solar panels, battery storage, and a backup generator.

Clean Transit Advancement Campus, San Diego, CA | Project Manager responsible for the engineering design services for feasibility analysis of the proposed CTAC site improvements. Efforts included coordination with MTS regarding anticipate fleet size, building needs and locations, number of staff, and bus maintenance facility requirements. The team developed four conceptual site layouts for the electric bus operations. Including evaluation of site grading, retaining wall location, drainage improvements, utility impacts, and building massing, along with performing a geotechnical paper study to evaluate existing site conditions and substrata. Final Report Recommendations include a Rough Order of Magnitude (ROM) cost estimate for each alternative and recommendations on infrastructure improvements at the site.

MTS Iris Rapid Corridor and Transit Station, San Diego County, CA | Project Manager for the design of a new Bus Rapid Transit (BRT) route that will run between the Otay Mesa Transit Center to Imperial Beach. The project includes BRT station improvements at 12 locations and a 4-bay transit center at the intersection of Iris Avenue and 30th. Transit Signal Priority improvements and Real Time Message Board installations will be included in the project. Once completed, the Iris Rapid project will be the first BRT route in San Diego County to run on all electric battery busses.

EDUCATION

1997, MS Civil Engineering
Georgia Tech

1996, BS Civil Engineering
Virginia Tech

REGISTRATION

California Professional Civil
Engineer, #C71953

EXPERIENCE

25 Years

AFFILIATIONS

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

AREAS OF EXPERTISE

- Project Management
- Local Roads
- Grant Funding
- Highway Bridge Program
- PS&E
- Bridge Design
- Interchanges
- Freeways
- Complete Streets
- Multi-use Paths
- Transit Facilities
- Site Design



CURTIS TURNER, PE, PLS DESIGN MANAGER

Mr. Turner is a registered civil engineer and licensed land surveyor with more than 35 years of civil engineering and project management experience specializing in large and small-scale land development projects. Curt's background includes residential, commercial, industrial, and mixed-use projects, as well as public works and municipal assignments. He possesses strong written and verbal communication skills and is experienced in site evaluation studies, engineering feasibility studies, entitlement, cost estimating, and contract documents (drawing, scheduling, construction permitting, administration and engineering support).

EXPERIENCE

EDUCATION

1989, BS Civil Engineering
Cal Poly San Luis Obispo

REGISTRATION

California Professional Civil
Engineer, #C59285

California Land Surveyor,
#LS7423

EXPERIENCE

34 Years

Imperial Avenue Division Zero Emission Bus Facility, San Diego, CA | Project Manager/Coordinator of WSP's design team. As a sub-contractor to Dokken Engineering, duties include overseeing the final engineering preparation of the plans, specifications and estimates for the following disciplines: structural, electrical, mechanical, facilities and photo voltaic.

South Bay Maintenance Facility Zero Emission Bus, Chula Vista, CA | Project Manager/ Coordinator of design services during construction. Coordinate all RFI's, submittals and CCO's with design team/MTS/Project RE/Contractor in support of construction.

West Santa Ana Branch LRT, Los Angeles, CA | Civil task lead on preparation of a grade separation study at the new West Santa Ana Branch LRT and Downey Avenue. Evaluated both road over rail and road under rail options. Road under rail was deemed to be more plausible and therefore an extensive evaluation was performed to review and document both circulation and utility impacts/conflicts/relocations. This effort was performed concurrently with the development of the 60% design for the rail alignment.

Consolidated Rental Car Facility (RCC), San Diego, CA | Project Manager responsible for the civil engineering design of the 4-story, 2 million square foot building for the San Diego County Regional Airport Authority. The \$319 million rental car center consolidates the operations of 17 rental car companies into one location. The facility is located within Airport property and includes fueling, car wash, and light maintenance facilities on the first three levels. The project is targeting a LEED Silver Certification from the United States Green Building Council. Major elements of construction are cast in place concrete structure with a deep pile foundation system, customer service building with offices and customer transaction counter space, car maintenance bays equipped with car washes on levels 1 to 3, lifts and fueling stations on levels 1 to 3, photovoltaic roof shade structures, enhanced skin façade and canopy elements, landscaping and bio swales, employee parking, and roadway improvements.

Mid-Coast Light Rail Trolley Extension, San Diego, CA | Early Wet Utility Relocations, San Diego, California: civil discipline lead (PM) for the construction of water and sewer relocations necessary for the future light rail project (+/- 11 miles) from Old Town to University Town Center via University of California at San Diego. The project consisted of approximately 50 individual system locations that required modifications/ relocations/ additional service lines and or abandonments of varying size and type (i.e., from 4-inch reclaimed water lines on UCSD campus to 36-inch CMLC pipe installation within Balboa Avenue). Provided design services during construction to rectify conflicts when discovered, answer request for information and respond to utility submittals.



KIMBERLY WENDER, PE, ENV SP PROJECT ENGINEER | EXISTING SITE/CIVIL



EDUCATION

2008, BS Civil Engineering
University of Connecticut

REGISTRATION

California Professional Civil
Engineer, #C85674

Envision Sustainability
Professional

Qualified SWPPP Developer,
#85674

EXPERIENCE

16 Years

AFFILIATIONS

American Public Works
Association (APWA)

American Council of Engineering
Companies (ACEC)

Ms. Wender has a strong portfolio of transit facilities and public works projects, including mobility hubs, bus transit centers, bus rapid transit, bus stop engineering, and light rail stations. She has worked closely with multiple transit agencies, and the cities in which they operate, to provide safe, efficient, pedestrian, and rider friendly facilities. She provides a high-level of service through her organizational and expert project control skills. Kimberly's success in managing the timely delivery of projects and meeting client goals and objectives is attributed to her commitment to ongoing communication, technical expertise, and passion for transit mode choice.

EXPERIENCE

MTS Bus Stop Improvements, San Diego, CA | Project Engineer, as a subconsultant to ND Construction Company, for the civil engineering services to provide construction plans for thirty (30) MTS bus stop locations throughout the San Diego County region. The project consisted of bus stop enhancements requiring electrical service for new illuminated advertisement panes on the bus stop shelters. Scope of work included research and the collection of record documents for underground utilities and surface improvements, field reconnaissance to collect measurements and photo documentation of the existing conditions, preparation of existing conditions base maps based on the field measurements and record plans, and the preparation of the thirty individual construction plans for submittal to the City of San Diego, Development Services Department for construction permitting. The engineered Construction Plans included demolition of surface improvements to facilitate tunneling of the electrical conduits from the SDG&E service point to the shelters, replacement/upgrade of the surface improvements removed, and survey monument preservation.

Mt. San Antonio College Transit Center, Walnut, CA | Project Manager for the conceptual and final design of a new Foothill Transit (FT) transit center on the Mt. San Antonio College Campus. The transit center will include 10 bus bays designed with dedicated electrical equipment, including transformers and charger/controllers in anticipation of future electric bus charging stations. The transit center will serve as a terminal destination for Mt. SAC students using mass transit, a transfer point for multiple FT routes, will provide layover facilities for FT buses, as well as including services for passengers such as bike parking, ticketing center, and bathrooms. The transit center will be located on the north side of Temple Avenue just west of Bonita Drive and will require construction of a new traffic signal to handle bus traffic. Performed the traffic engineering study that forecasted traffic volumes, assessed traffic operations with and without the signal, and evaluated the applicable traffic signal warrants.

University of California Riverside (UCR) Mobility Hub and Central Campus Neighborhood, Riverside, CA | Project Manager responsible for providing civil engineering services for the transit hub and campus improvements, which included North Campus Drive improvements and the new pedestrian mall to Linden Street (Recreation Mall). Project improvements addressed current and future transportation needs of the campus through the effective integration of transit, passenger drop-off, and bicycle and pedestrian connections at a convenient central location on campus. Scope of services included schematic design, design development, construction documents, cost estimating, bidding, and construction administration. The project improved alternative transportation options to campus. UCR took advantage of the construction of the hub to also redesign nearby pathways and roads to make them more pedestrian and bicyclist friendly.



JUSTIN THORNBUR, PE EXISTING SITE/CIVIL



EDUCATION

2010, BS Civil Engineering
San Diego State University

REGISTRATION

California Professional Civil
Engineer, #C88901

EXPERIENCE

14 Years

AFFILIATIONS

American Society of Civil
Engineers (ASCE)

Mr. Thornber has a demonstrated history of civil design excellence specifically with roadway, ADA compliance, site development, mass/precise grading, and construction support. Mr. Thornber is a member of the American Society of Civil Engineers (ASCE) and currently serves as the webmaster for the San Diego section. Mr. Thornber is proficient using AutoCAD Civil 3D, Microstation, ArcMAP, Flowmaster, Bluebeam, and Projectwise.

EXPERIENCE

South Bay ZEB Infrastructure, Chula Vista, CA | This project involves retrofitting the existing MTS South Bay Maintenance Facility in Chula Vista to include new Battery Electric Bus (BEB) infrastructure that is scalable/modular while maintaining current facility operations. More specifically, the proposed improvements are the first phase of MTS's Regional Plan to replace the existing fleet with electric buses over the next 20 years. Mr. Thornber provided construction support including response to RFIs and review of submittals.

Imperial Ave ZEB Infrastructure, San Diego, CA | The project involves completing schematic design, design development, and final engineering for phase 1 of the new Battery Electric Bus (BEB) infrastructure at MTS's Imperial Avenue Division. The proposed infrastructure is the first phase of MTS's Master plan to replace the existing CNG bus fleet with electric buses over the next 20 years. Mr. Thornber led the roadway design team for layout recommendations and schematic design.

Clean Transit Advancement Campus, San Diego, CA | MTS is in the process of obtaining five contiguous parcels in order to construct a new Division 6. This project involves evaluating multiple conceptual site layouts, creating a concept level summary memo, and a rough of order of magnitude cost estimate. The final report included the top two preferred alternatives for the site. Mr. Thornber completed the existing site research, including existing easements, and evaluated the earthwork and retaining wall requirements for each layout.

Iris Rapid Bus Route Corridor, San Diego, CA | This project involves completing the corridor and station design for the Iris Rapid bus route. The new bus route extends from Otay Mesa Transit Center to Imperial Beach, connecting both areas to the UC San Diego Blue Line at the Iris Avenue Transit Center. The project includes improvements to the existing transit center located at Iris Ave near 30th street. Mr. Thornber provided construction support including response to RFIs and review of submittals.

San Pablo Avenue Streetscape Phases I & II, Palm Desert, CA | Mr. Thornber was responsible for preparing the ATP cycle 4 grant application for San Pablo Avenue. He designed the driveways and curb ramps along the San Pablo corridor from Highway 111 to Fred Waring Drive. He developed the cost estimate separated by funding source to aid with funding decisions. He reduced construction cost by recommending grind and overlay work, instead of full depth removal, between Royal Palm Drive and Fred Waring Drive. He developed solutions to potential right of way issues with the shop owners between Highway 111 and San Geronio Avenue. He coordinated with CWVD to revise limits of work near San Geronio to reduce water meter relocations.

Redcrest CAPM, Caltrans Districts 1 & 2, Redcrest, CA | Mr. Thornber lead the design for the PS&E of this Capital Preventative Maintenance (CAPM) project located on Route 101 near Redcrest, from Englewood Park Undercrossing to Eel River Bridge and Overhead. The project repaired the existing flexible pavement in accordance with the guidelines of DIB81-01.

**EDUCATION**

2000, Bachelor of Architecture
University of Houston

REGISTRATION

LEED Accredited Professional

EXPERIENCE

20 Years

CARY ELS, LEED AP FACILITIES (EQUIPMENT)

As senior architect with the Fleet and Facilities division of WSP, Mr. Els's principal responsibilities include transit facility planning, transit facility site planning with site selection and analysis, equipment and process planning as focused on transit facilities, the creation and development of construction and bidding drawings and specifications, coordination of facility and equipment layouts with building architects, coordination of utility needs with mechanical, electrical and plumbing engineers, researching new technology and equipment pertinent to Fleet and Facility projects, and overseeing the maintenance and updating of Fleet and Facilities' own internal equipment database. Previous professional experience has provided substantial insight into the design and construction processes from various points of view, resulting in the ability to understand and anticipate the needs of the parties involved, and how those needs shift over the course of a project.

EXPERIENCE

MTS Imperial Avenue Division ZEB Phase 1, San Diego, CA | Task lead for site analysis of existing bus maintenance and storage facilities, BEB charging technology selection, parking layouts, and impacts of implementation of various structures and charging technologies. Developed master plan implementable in 3 phases to allow full BEB transition while maintaining use of the site. A portion of the site to be covered by light steel structure, the other portion of the site to be concrete parking deck to allow for staff parking on top, and bus parking and charging below.

MTS Clean Transit Advancement Campus, San Diego, CA | Task lead for developing several conceptual options that could be implemented for a new site. The new facility is to accommodate 250 buses; of which there would be 175 BEBs and 75 Hydrogen fueled buses. The extreme variations of topography at the considered site will require significant regrading in order to accommodate a new BEB. This topography also lent itself to the construction of a multi-level facility, minimizing the adjustments required to the existing topography. Considerations for daycare, admin/ops, maintenance, and bus service spaces were taken into account for the presented concepts. Several two level and three level options were developed, ultimately two options were selected to be presented in the conceptual technical memorandum.

RTD Reimagine, Denver, CO | Task lead for high level assessment of facility modifications and infrastructure upgrades necessary to accommodate new future full fleet and near term initial BEB charging at all seven RTD facilities. This assessment included considerations for a fleet of over a thousand buses housed at three RTD owned facilities, and four privately owned facilities contracted with RTD. Challenges include improvements to transit contractor owned facilities, determining interim phasing transitions from diesel to full electric, and planning infrastructure for backup / resiliency. Additionally, high level programming was conducted to determine the composition for an entirely new facility. Finally, in person assessments of the existing facilities were conducted to better understand the viability of facility upgrades and modifications.

Translink Marpole Transit Centre, Vancouver, BC | Task lead for programming and conceptual design for a proposed Transit Centre in Vancouver, BC to accommodate a fleet of 300 Battery Electric Buses. Conceptual design included programming, site analysis and initial planning for a Maintenance Building, a Parking Garage with covered bus parking, an electric bus pantograph charging systems, Administrative Offices, employee parking, and onsite bus route planning for morning drive out, evening drive-in / fuel / wash / park. Additional planning for on-site waste water treatment plant and electrical substation was also included in the work.



RICH LINCK, PE STRUCTURAL

Mr. Linck is a supervising engineer in WSP's structural group. His responsibilities include the preparation and review of structural design calculations and specifications, as well as coordination and management of multidisciplinary projects. Since joining WSP, he has participated in a variety of civil, industrial, commercial, institutional, and military projects. Projects include the design of equipment supports and machine bases; field inspection and structural evaluation of existing facilities; seismic evaluation of existing structures and seismic design of new facilities; design of educational, health care, and correctional facilities; and modifications to industrial process plants. Representative clients include the automotive, chemical, and food processing industries.

EDUCATION

1977, BS Civil Engineering
University of Missouri-Rolla

REGISTRATION

Florida Professional Engineer,
#60672

Indiana Professional Engineer,
#11200049

Kansas Professional Engineer,
#21913

Michigan Professional Engineer,
#6210571786

Missouri Professional Engineer,
#020099

Texas Professional Engineer,
#101619

Minnesota Professional Engineer,
#42200

EXPERIENCE

46 Years

EXPERIENCE

Bus Operations and Maintenance Facility, City of Cary, NC | WSP is providing Architectural and Engineering services for a two story Operations Building, a one story Maintenance Building, a Fuel and Wash Building, and an elevated parking deck. This project is currently under design.

Bus Operations and Maintenance Facility, CapMetro, Austin, TX | WSP is providing Architectural and Engineering services for a three story Operations Building, a one story Maintenance Building, a Fuel and Wash Building, Warehouse Structure and a canopy/photovoltaic support structure and bus staging area. This project is currently under design.

Modifications to Bus and Train Maintenance Facilities, Chicago, IL | Lead structural engineer for structural modifications to eight bus maintenance facilities and one train maintenance facility for a major city transportation entity. The eight bus maintenance facilities represent all of the garages in the system. Work included preparing the plans, specifications, and estimate for the replacement of existing bus and train hoists and associated ancillary facilities. The design included hoist foundation designs, structural steel equipment supports, and modifications to existing elevated structural slab systems.

IndyGo Purple Line BRT, Indianapolis, IN | Served as Engineer of Record for the structural design of 30+ Bus Shelters in the IndyGo system. Specifications were prepared in accordance with applicable INDOT and IndyGo standard specification. Shelters are located along the center line of the thoroughfare and were coordinated with roadway improvements, including roadway rework to create additional dedicated bus lanes. Project consisted of steel framed structure detailed and specified to the requirements of Architecturally Exposed Structural Steel. Steel frames are supported by cast in place concrete footings.

On-Call Services for Maryland Aviation Administration, Baltimore, Maryland |

Lead structural engineer responsible for performing final coordination review of contract drawings. The garage construction consisted of cast-in-place, post-tensioned concrete frame, with precast concrete exterior wall construction supported by driven piles. WSP provided on-call comprehensive construction management and inspection services at Baltimore-Washington Thurgood Marshall International Airport and Martin State Airport. This task order contract included runway, taxiways, and terminal area pavement rehabilitation. Major assignments included Southwest Airlines transmission fuel line and tank farm, Maryland Aviation Administration fire protection sprinkler zone control valve relocation and tenant renovations.



APPLE GONG, PE ELECTRICAL

Ms. Gong is a lead electrical engineer with 9 years of electrical engineering design experience. Prior to joining WSP, she is experienced in designing low-voltage power distribution system for commercial, residential and light industrial buildings. She has provided electrical designs and engineering solutions for a number of projects in both Canada and United States. During her time with WSP, she has gained tremendous experience and knowledge in the electrical vehicle charging infrastructure field. She has designed and been involved with projects that required electrical infrastructure design to support the power requirements from a few level 2 chargers to over a hundred of DC fast chargers.

EXPERIENCE

EDUCATION

2013, BASc Electrical and
Computer Engineering
University of British Columbia

REGISTRATION

BS Canada Professional Electrical
Engineer

EXPERIENCE

9 Years

MTS Imperial Avenue Division ZEB Infrastructure, San Diego, CA | Electrical lead for this project. She is responsible for providing detailed construction package for electrical power distribution to meet charging solutions for 155 battery electric bus (BEB). Design includes new medium and low voltage power distribution to overhead charging infrastructures, underground/overhead cable routing, and construction phase planning.

MTS South Bay Maintenance Facility ZEB Infrastructure, Chula Vista, CA | Electrical design support for this project. She is responsible for designing overhead DC power and communication cable distribution to 24 pantographic chargers. Design includes conduit schedule, cable tray details, section and elevation view details.

Battery Electrical Bus Inductive Charger Infrastructure for 6 Sites, CA | Electrical design lead for all six sites for this project. She designed low-voltage power distribution for one 300kW wireless inductive charging coils and associated equipment. This included 100% design of new 480V utility service, a new main switchboard, and few new underground duct banks. Apple reviewed and analyzed the existing site conditions for each of the site through existing underground utility drawings, survey drawings and site photos. She extracted relevant information to assess the feasibility of project implementation. She coordinated with facilities and civil engineers to design around site conditions. Apple coordinated with inductive charger vendor to design with equipment limitations. She designed to allow for easy expansion in the future if additional wireless chargers are needed.

MDOT MTA Kirk, Northwest, and Eastern Sites, Charging Strategy Modeling & Optimization, Baltimore, MD | Modeling lead for this project. She is responsible for modeling charging scenarios with existing and future constraints to identify requirements for electrifying the existing fleet of over 150 internal combustion engine (ICE) buses at three separate sites; Kirk, Northwest, and Eastern. She conducted over a hundred of models in total on four different BEB efficiency rate to find optimal number of BEB and power requirements. Each BEB efficiency rate were modeled with variations on number of bus, charging rate, site layout, grid power capacity etc. Apple developed comprehensive request for information (RFI) lists to gather essential specifications needed to perform the charge modeling. She collected and assessed single line diagrams, site layout and equipment cutsheets. She analyzed the gathered data to identify electrical information such as power, voltage and current from battery, vehicle and charger specifications.

Confidential Fortune Top 500 Client, Global EV Conversion | — A confidential client is upgrading their entire global fleet to zero emission vehicles. Apple is the electrical lead at multiple campuses located throughout America, and the EMEA regions. She is responsible for proposing fleet electrification solutions for complex fleet composition, ranging from tens to hundreds of vehicles, based on existing/future fleet and campus conditions.



SEAN O'ROURKE, LEED AP PHOTO-VOLTAIC/BESS

Mr. O'Rourke is the director of electrical engineering for the Boston Office with WSP USA's mechanical/electrical group. His primary focus has been on electrical power distribution and integration of photovoltaic systems into transportation infrastructure projects. Additional design elements have consisted of lighting design; low voltage communication structures including supervisory control and data acquisition (SCADA), fiber optic networks, security and closed-circuit television (CCTV).

EXPERIENCE

San Diego MTS, San Diego, CA | Electrical engineer for design of rooftop photovoltaic system complementing the conversion of bus fleet to battery electric bus (BEB). The project consisted of 200kW of photovoltaic modules, coupled with a 1000kW-hr battery storage system.

SolTrans, Vallejo, CA | Electrical engineer for design of rooftop photovoltaic system complementing the conversion of bus fleet to battery electric bus (BEB). The project consisted of 250kW of photovoltaic modules, coupled with a 500kW-hr battery storage system installed on bus charging canopy.

ZEBGO LA Metro, Los Angeles, CA | Electrical engineer on ZEBGO master plan for deployment of battery electric busses throughout the metropolitan Los Angeles area. The project consists of integrage photovoltaics installed over bus charging canopies. The intent is to store electrical energy from the photovoltaic modules to a battery storage system and utilize this stored power to charge the bus fleets on off-hours.

IndyGO Photovoltaic Design, Indianapolis, IN | Electrical engineer for rooftop photovoltaic installation for IndyGO. Project consists of expanding existing photovoltaic rooftop system to implement additional photovoltaic system and integrate into existing substations utilized for battery electric bus fleet.

Massachusetts Bay Transportation Authority, Boston, MA | Project engineer for ongoing construction phase services of existing project upgrades along the MBTA lines.

Silver Line Bus Tunnel Integrated Security System, Boston, MA | communications engineer on this Volpe National Transportation System Center / MBTA Anti-Terrorism Task Force project. Responsible for final design of CCTV surveillance, intelligent video, access control and intrusion detection systems for 1.3 miles of electric busway tunnel and three underground stations. The work included the design and implementation of an authorized vehicle access system that utilizes wireless RF tag transponders, detection loops, swing arms gates, object video recognition hardware and software and pop up vehicle barriers to prohibit unauthorized vehicles from gaining access to the restricted busway tunnels from public surface streets. The design also incorporated the use of intelligent object video detection for ascertaining if unauthorized personnel are attempting to gain access to the tunnels from the station platforms or through the busway entrances from public streets. Security system design included installation drawings and specifications for approximately 64 interior and exterior pan-tilt-zoom (PTZ) CCTV cameras, 12 intelligent video cameras, approximately 30 secured personnel access allowances using card readers and intrusion detection, and control center modifications to accept new operator workstations to incorporate new bus operation security monitoring for these systems. Client: USDOT/ Volpe National Transportation Center.

EDUCATION

2000, BS Electrical Engineering
University of Massachusetts

REGISTRATION

LEED Accredited Professional

EXPERIENCE

24 Years



GORDON NG, PE MECHANICAL

Mr. Ng is responsible for the analysis, design and operation of central utility systems for commercial, institutional and industrial facilities. He has developed conceptual, schematic, and detailed design drawings and specifications. In addition, Mr. Ng has modeled systems, performed computer simulations, and evaluated systems for feasibility analyses and studies. During the construction phase of projects, he has been responsible for review of submittals and RFIs and provided construction administration services.

EXPERIENCE

MTS Imperial Avenue Division Zero Emission Bus, San Diego, CA | Generator Installation 60% Design. Lead Mechanical Engineer. Performed 60% mechanical design work associated with the design of a 1 MW standby/peaking natural gas fired generator to support the facility's new electric bus charging design.

MTS South Bay Maintenance Facility Zero Emission Bus, Chula Vista, CA | Generator Installation Design. Lead Mechanical Engineer. Performed mechanical design and specification work associated with the design of a 1 MW standby/peaking natural gas fired generator to support the facility's new electric bus charging design. Supported the air permit application process with the San Diego Air Pollution Control District.

JFK International Airport, Queens, NY | KIAC CHRP Expansion OE Services, Senior Mechanical Engineer. Project includes providing Owner's Engineering services for a major expansion of the existing Central Heating and Refrigeration Plant (CHRP) providing heating and cooling for the airport due to the planned redevelopment of JFK. Provided design basis and planning for the phased expansion and replacement of existing chilled water, condenser water, and medium temperature hot water equipment and systems at the CHRP. Phasing needed to keep the plant operational and serving the existing airport through construction. Close coordination with plant operations staff and the EPC team.

Port Authority of NY & NJ – Newark Liberty International Airport, Newark, NJ | Chiller Replacement Design. Mechanical Engineer. Performed mechanical design and specification work associated with the design of two 2,000 tonR dual compressor electric centrifugal chillers with two 700 gal expansion tanks associated auxiliaries (refrigerant leak detection, emergency exhaust fan, etc.). Coordinated with the project team to provide the balance of the electrical, HVAC, plumbing, fire protection, structural and controls design documents.

York Correctional, Niantic, CT | Central Plant and Distribution Design. Mechanical Engineer. Performed mechanical design and specification work associated with the design of a 700 tonR cooling and 23,000 MBH heating plant with associated auxiliaries (cooling tower, pumps, expansion tanks, etc.). Coordinated with the project team to provide the balance of the site wide chilled water and hot water distribution, electrical, HVAC, plumbing, fire protection, structural, civil and controls design documents.

Bristol-Myers Squibb – Hopewell, Hopewell, NJ | Cogeneration Project Design. Lead Mechanical Engineer. Performed mechanical design and specification work associated with the design of two 2.0 MW gas reciprocating engine generators with associated auxiliaries (heat recovery steam generator, heat recovery package skid, urea tank, etc.). Coordinated with the project team to provide the balance of the electrical, HVAC, plumbing, fire protection, structural, civil and controls design documents.

EDUCATION

1994, BS Mechanical Engineering
Columbia University

REGISTRATION

New York Professional Engineer

EXPERIENCE

29 Years

ATTACHMENT B
NEGOTIATED FEE PROPOSAL

Work Order Estimate
Summary

MTS Doc. No.	PWL353.0-22
Work Order No.	WOA353-AE-26
Attachment:	B

Work Order Title: East County Division Zero Emission Bus Overhead Charging Master Plan

Project No: TBD

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	\$387,253.52
2	ODC	Other Direct Costs	\$9,584.00

Totals = \$396,837.52

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Project Management	155	45,350
2	2	Site Assessment	290	57,703
3	3	ECD Electric Vehicle Layout Analysis	934	184,888
4	4	Firm Recommendation	434	91,158
5	5	Topographic Base Mapping	38	8,154
	ODCs	Total ODCs		9,584

Totals = 1,851 \$396,837.52

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Dokken Engineering	445	\$96,917.84
				Aguirre & Associates	30	\$9,496.32
				WSP USA Inc.	1,376	\$290,423.36

Totals = 1,851 \$396,837.52

Work Order Estimate

Summary

Consultant/Subconsultant: Dokken Engineering

Total Hours =

445

Total Costs =

\$96,917.84

Work Order Title: East County Division Zero Emission Bus Overhead Charging Master Plan

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Engineer - Senior	Engineer - 3	Engineer - 2	Engineer - 1		Total Hours	Totals
				\$ 325.90	\$ 220.66	\$ 185.07	\$ 163.60	\$ 121.06			

	East County Division Zero Emission Bus Overhead Charging Master Plan										
1	Project Management										
2	Site Assessment										
3	ECD Electric Vehicle Layout Analysis										
4	Firm Recommendation										
5	Topographic Base Mapping										
	Total ODCs										

Subtotals (Hours) = N/A 122 109 50 94 70 445 \$96,917.84

Subtotals (Costs) = \$39,759.80 \$24,051.94 \$9,253.50 \$15,378.40 \$8,474.20 445 \$96,917.84

445

\$96,917.84

Totals (Summary) = Totals =

445

\$96,917.84

Total (Hours) = N/A 122 109 50 94 70 445 \$96,917.84

Total (Costs) = \$39,759.80 \$24,051.94 \$9,253.50 \$15,378.40 \$8,474.20

Percentage of Total (Hours) = N/A 27% 24% 11% 21% 16%

Percentage of Total (Costs) = 41% 25% 10% 16% 9%

Work Order Estimate
Summary

Consultant/ Subconsultant: **Dokken Engineering**

Work Order Title: **East County Division Zero Emission Bus Overhead Charging Master Plan**

Attachment: **B**

TASKS/WBS (1-5)															
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5		Totals	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Work Order Estimate
Summary

Total Hours =

30

Total Costs =

\$9,496.32

Consultant/Subconsultant:

Aguirre & Associates

Work Order Title:

East County Division Zero Emission Bus Overhead Charging Master Plan

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Surveyor - Senior	Surveyor - 3	Party Chief	Chainman								Total Hours	Totals
				\$ 177.48	\$ 122.36	\$ 247.22	\$ 242.98									
East County Division Zero Emission Bus Overhead Charging Master Plan																
1	Project Management															
2	Site Assessment															
3	ECD Electric Vehicle Layout Analysis															
4	Firm Recommendation															
5	Topographic Base Mapping			14		8	8								30	\$6,406.32
Total ODCs			\$3,090.00													\$3,090.00
Subtotals (Hours) =			N/A	14		8	8								30	\$9,496.32
Subtotals (Costs) =			\$3,090.00	\$2,484.72		\$1,977.76	\$1,943.84								30	\$9,496.32
Totals (Summary) =															Totals =	30 \$9,496.32
Total (Hours) = N/A				14		8	8								30	\$9,496.32
Total (Costs) =			\$3,090.00	\$2,484.72		\$1,977.76	\$1,943.84									
Percentage of Total (Hours) = N/A				47%		27%	27%									
Percentage of Total (Costs) =			33%	26%		21%	20%									

Work Order Estimate
Summary

Consultant/ Subconsultant: Aguirre & Associates

Work Order Title: East County Division Zero Emission Bus Overhead Charging Master Plan

Attachment: B

ODC Item	TASKS/WBS (1-5)														Totals	
	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5				
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity
1	Photogrammetry	LS	\$3,070.00									1	\$3,070.00	1	\$3,070.00	
2	Reference maps	EA	\$4.00									5	\$20.00	5	\$20.00	
3																
4																
5																
6																
7																
8																
9																
10																
11																

Subtotal =

Subtotal =

Subtotal =

Subtotal =

Subtotal =

\$3,090.00

Totals =

\$3,090.00

Work Order Estimate
Summary

Total Hours =

1,376

Total Costs =

\$290,423.36

Consultant/Subconsultant:

WSP USA Inc.

Work Order Title:

East County Division Zero Emission Bus Overhead Charging Master Plan

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Project Manager	Engineer - Principal	Engineer - Senior	Engineer - 3	Engineer - 2	Engineer - 1	Technical Expert	Project Controls - 3	Project Controls - 2	Planner - 2	Scientist - 2	Architect - Senior	Admin - 1		Total Hours	Totals
				\$ 362.98	\$ 334.02	\$ 325.40	\$ 254.36	\$ 186.91	\$ 163.43	\$ 97.89	\$ 382.07	\$ 210.34	\$ 170.37	\$ 185.87	\$ 152.67	\$ 253.14	\$69.34			
East County Division Zero Emission Bus Overhead Charging Master Plan																				
1	Project Management				44								24						68	\$18,785.76
2	Site Assessment				20				80							60			160	\$34,943.20
3	ECD Electric Vehicle Layout Analysis				50	4	40	176	440		4					110			824	\$162,356.04
4	Firm Recommendation				34	16	14	24	184							52			324	\$67,844.36
5	Topographic Base Mapping																			
	Total ODCs		\$6,494.00																	\$6,494.00
Subtotals (Hours) =			N/A		148	20	54	200	704		4		24			222			1,376	\$290,423.36
Subtotals (Costs) =			\$6,494.00		\$49,434.96	\$6,508.00	\$13,735.44	\$37,382.00	\$115,054.72		\$1,528.28		\$4,088.88			\$56,197.08			1,376	\$290,423.36
																			1,376	\$290,423.36
Totals (Summary) =																		Totals =	1,376	\$290,423.36
Total (Hours) = N/A					148	20	54	200	704		4		24			222			1376	\$290,423.36
Total (Costs) =			\$6,494.00		\$49,434.96	\$6,508.00	\$13,735.44	\$37,382.00	\$115,054.72		\$1,528.28		\$4,088.88			\$56,197.08				
Percentage of Total (Hours) = N/A					11%	1%	4%	15%	51%		0%		2%			16%				
Percentage of Total (Costs) =			2%		17%	2%	5%	13%	40%		1%		1%			19%				

Work Order Estimate
Summary

Consultant/ Subconsultant: WSP USA Inc.

Work Order Title: East County Division Zero Emission Bus Overhead Charging Master Plan

Attachment: B

ODC Item	TASKS/WBS (1-5)																			
	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5		Totals						
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total					
1	Airfare	LS	\$800.00	2	\$1,600.00			2	\$1,600.00					4	\$3,200.00					
2	Ground Transit	LS	\$85.00	2	\$170.00			2	\$170.00					4	\$340.00					
3	Hotel	EA	\$350.00	2	\$700.00			2	\$700.00					4	\$1,400.00					
4	Meals & Incidentals	EA	\$80.00	4	\$320.00			4	\$320.00					8	\$640.00					
5	Parking	EA	\$20.00	2	\$40.00			2	\$40.00					4	\$80.00					
6	Printing & Reprographics	EA	\$3.50	50	\$175.00	50	\$175.00	50	\$175.00	50	\$175.00			200	\$700.00					
7	Mileage	MI	\$0.67	100	\$67.00			100	\$67.00					200	\$134.00					
8																				
9																				
10																				
11																				
Subtotal =					\$3,072.00	Subtotal =		\$175.00	Subtotal =		\$3,072.00	Subtotal =		\$175.00	Subtotal =			Totals =		\$6,494.00



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 7

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

September 12, 2024

SUBJECT:

Blue Line Right of Way Retaining Wall – Construction Change Order

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Construction Change Order (CCO) 3 to Work Order No. MTSJOC348-01 under Job Order Contract (JOC) MTS Doc. No. PWG348.0-22 (in substantially the same format as Attachment A), with Veterans Engineering Inc. (Veterans), in the amount of \$308,522.52 for unforeseen conditions discovered during the installation of the new sheet pile retaining wall near Switch 85 along the Blue Line Right of way.

Budget Impact

The total cost of this amendment is \$308,522.52, and the total contractor cost of this contract will be \$2,415,345.63. Under a separate MTS Doc. No. L1282.16, with The Gordian Group, MTS will pay 1.76% JOC software license fee for CCO 3 in the amount of \$5,461.95. The project will be funded by the Capital Improvement Program (CIP) account 2005116501 – S85 Retaining Wall.

DISCUSSION:

On March 16, 2023 (Agenda Item (AI) 11), the MTS Board authorized the CEO to execute Work Order No. MTSJOC348-01 in the amount of \$1,241,292.37. This project consisted of installing 550 linear feet of a new retaining wall along the slope near Railroad Switch 85 (S85), adjacent to the westbound track that is located approximately 1,000 ft northwest of Iris Avenue Transit Center. The slope showed signs of erosion that could cause damage to MTS infrastructure. This project was necessary to address safety concerns and mitigate potential impacts to MTS trolley operations.

The subsequent change orders for this work are as follows:

- CCO 1 was a no-cost time extension due to the time required to put together shop drawings, which took longer than originally anticipated. The original schedule was 90 calendar days from Notice to Proceed. CCO 1 added an



additional 90 calendar days to the schedule. This was approved under the CEO's authority.

- CCO 2, approved by the Board December 14, 2023 (AI 19) was for the installation of sheet piles with an updated average length of 35 feet, instead of the previous 25 feet. Additionally, this change required the substitution of half inch (1/2") thick sheet piles for the initially specified three-eighths inch (3/8") thick sheet piles in the original work order, in accordance with the revised shop drawings that meet the necessary loading on the slope. Veterans utilized Blue Iron Foundations and Shoring, LLC. as the subcontractor for this work order.
- CCO 3 (Today's Proposed Action) covers the unforeseen conditions encountered during the installation of the sheet pile wall. These conditions included the presence of large boulders that had to be removed before the sheet piles could be installed. The boulders also caused damage to a drill head, which required repairs. Additionally, riprap was installed below sheet piles 43 through 48 to provide support for that section of the wall. Finally, there were costs associated with removing debris from the storm drain running through the wall and pumping water from the channel below to rebuild the slope. CCO 3 will finalize the completion of the project.

The total Board approved authority inclusive of today's proposed action is shown below:

Total Work Order Costs	Amount	Board Funding Authority	Date
Original Work Order	\$1,241,292.37	\$1,241,292.37	Board approved 3/16/2023 (AI 11); executed 5/2/2023
CCO 1	\$0.00	\$0.00	10/28/2023 – CEO's authority under Board Policy 41
CCO 2	\$865,530.74	\$865,530.74	Board approved 12/14/2023 (AI 19); executed 12/20/2023
CCO 3	\$308,522.52	\$308,522.52	Today's Proposed Action
TOTALS	\$2,415,345.63	\$2,415,345.63	

Therefore, staff recommends that the Board authorize the CEO to execute CCO 3 to Work Order No. MTSJOC348-01 under JOC MTS Doc. No. PWG348.0-22 (in substantially the same format as Attachment A), with Veterans, in the amount of \$308,522.52 for unforeseen conditions discovered during the installation of the new sheet pile retaining wall near Switch 85 along the Blue Line Right of way.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Job Order Contract MTSJOC348-01.03



CONSTRUCTION CHANGE ORDER

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

EXHIBIT A (Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 8/19/2024

Job Order Contracting

To:	From:
Contract No:	PWG348.0-22
Job Order No:	MTSJOC348-01.03
Job Order Title:	S85 Retaining Wall
Location:	Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154
Brief Scope of Work:	This work order amendment is for the unforeseen conditions discovered during the installation of the S85 wall.

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

This work order amendment is for the unforeseen conditions discovered during the installation of the S85 wall.

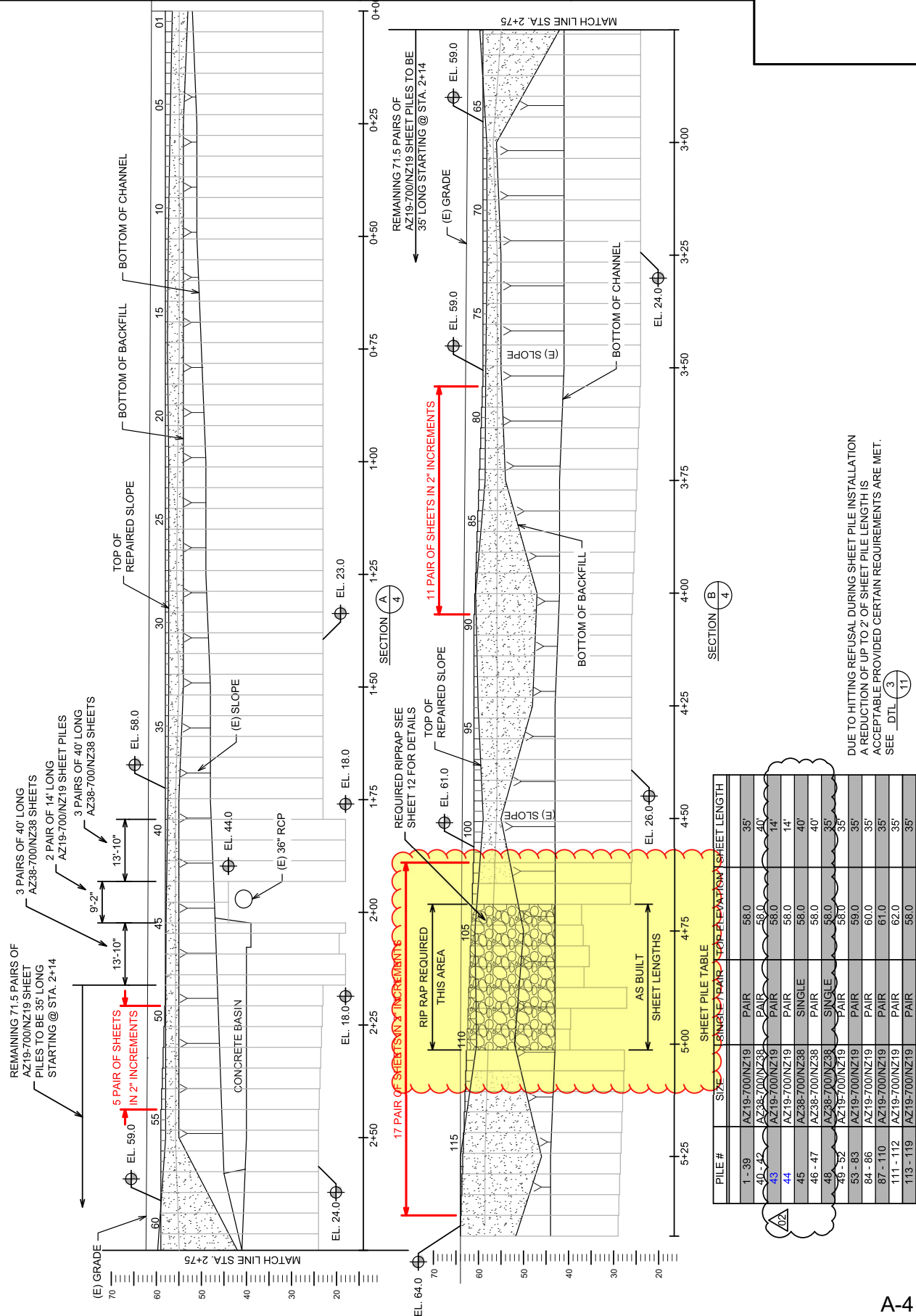
The additional cost scope includes:

- Overtime for three (3) EA Saturdays and three (3) EA Sundays
- Delays due to unforeseen boulders that needed to be removed in order to install the sheet piles
- Damage to the drill head that required repair
- Required rip rap installation below sheet pile 43 through 48 as shown on the drawing as provided by Blue Iron in order to support that section of the wall
- Costs associated with pumping of water out of the channel below.
- Costs associated with removal of debris from the storm drain below the tracks with a vacuum truck in order to allow the sitting water on the slope to drain.

Specifications: All work shall conform to the Special Provisions within the Job Order Contract MTSJOC348-01

This job order Amendment will add 180 calendar days to the existing Job Order Contract.

All job orders include the labor, equipment, and material costs for a complete and in-place installation, unless otherwise noted.



DUE TO HITTING REFUSAL DURING SHEET PILE INSTALLATION
A REDUCTION OF UP TO 2' OF SHEET PILE LENGTH IS
ACCEPTABLE PROVIDED CERTAIN REQUIREMENTS ARE MET.

BRACED SHEET PILE
RETAINING WALL

S85 RETAINING WALL
SAN DIEGO, CALIFORNIA
RETAINING WALL PLAN

FOUNDATIONS & RETAINING WALL

REV

DATE

01

01/03/24

02

03/26/24

03

04/02/24

DRAWN / SAM

DESIGN / SJ

REVIEWED / PM

DATE: 10/24/23

JOB# B23-23

SHEET 12 of 12

SETBACK TABLE

SURCHARGE CONDITION

X

K-RAIL/WATER BARRIER

1'

4' TALL SPOIL PILE

2'

BACKHOE

2'

EQUIPMENT < 26,000 LBS

3'

5yd LOADER

4'

TRAFFIC (HS20-44)

5'

CAT 325 EXCAVATOR

5'

10yd LOADER

6'

KOBELCO 330

7'

CAT 345 EXCAVATOR

7'

10yd CONCRETE TRUCK

8'

ATTACH A, AI 7, 09/12/24

PILES #104 - 110

A-5

EXHIBIT B (Cost Breakdown)



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$229,739.25	\$0.00	\$0.00	\$229,739.25
02	Existing Conditions	\$36,784.47	\$0.00	\$0.00	\$36,784.47
31	Earthwork	\$41,998.80	\$0.00	\$0.00	\$41,998.80
Line Count: 49			Proposal Total:		\$308,522.52

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

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

01 General Requirements								\$229,739.25
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000006	Carpenter	Installation	120.00	\$87.30	HR	1.2000	\$12,571.20
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
		Includes Labor Yes Includes Equipment No Includes Materials No						

User Note: Obstructions

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

Total:								\$12,571.20
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2	012220000006	Carpenter	Installation	38.00	\$87.30	HR	1.3000	\$4,312.62
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
		Includes Labor Yes Includes Equipment No Includes Materials No						

User Note: Weekend Hours

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

Total:								\$4,312.62
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3	012220000006	For Foreman, Add	MOD: 0001	Installation	38.00	\$4.37	HR	1.3000	\$215.88
Accepted	<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted</i>								
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

Total:								\$215.88
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

4	012220000006	Carpenter	Installation	8.00	\$87.30	HR	1.3000	\$907.92
Accepted	History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
	Includes Labor Yes		Includes Equipment No	Includes Materials No				

User Note: Weekend Hours

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

							Total:	\$907.92
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5	012220000006	Carpenter	Installation	20.00	\$87.30	HR	1.3000	\$2,269.80
Accepted	<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted</i>		Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

Owner Comments: V:1.2-Dewatering was necessary because contractor hit two RCP Pipes.

Contractor Comments: V:1.3-Dewatering at the request of MTS.

The Contractor had explained the that the runoff from dewatering would recirculate to the same drainage point, however Agency requested confirmation with dewatering.

User Note: Dewatering

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

							Total:	\$2,269.80
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

6	012220000006	Carpenter	Installation	24.00	\$87.30	HR	1.3000	\$2,723.76
Accepted	History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								
Owner Comments: V:1.2-Dewatering was necessary because contractor hit two RCP Pipes.								
Contractor Comments: V:1.3-Dewatering at the request of MTS.								
The Contractor had explained the that the runoff from dewatering would recirculate to the same drainage point, however Agency requested confirmation with dewatering.								
User Note: Dewatering								
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.								

Total: \$2,723.76

7	012220000006	For Foreman, Add	MOD: 0001	Installation	24.00	\$4.37	HR	1.3000	\$136.34
Accepted	<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted</i>								
<div>Includes Labor Yes</div> <div>Includes Equipment No</div> <div>Includes Materials No</div>									

Total: \$136.34

8	012220000006	Carpenter	Installation	32.00	\$87.30	HR	1.3000	\$3,631.68
Accepted	History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

Owner Comments: V:1.2-Daylighting was necessary because contractor hit two RCP Pipes.

Contractor Comments: V:1.3-Labor was required to remove debris that was buried within the channel

User Note: Badger Daylighting

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

Total: \$3,631.68



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

9	012220000023	Equipment Operator (Group 8)	Installation	56.00	\$96.36	HR	1.3000	\$7,015.01
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: Weekend Hours

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

							Total:	\$7,015.01
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10	012220000023	For Foreman, Add	MOD: 0001	Installation	56.00	\$4.82	HR	1.3000	\$350.90
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

							Total:	\$350.90
--	--	--	--	--	--	--	--------	----------

11	012220000023	Equipment Operator (Group 8)	Installation	175.00	\$96.36	HR	1.2000	\$20,235.60
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: Obstructions

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

							Total:	\$20,235.60
--	--	--	--	--	--	--	--------	-------------

12	012220000023	For Foreman, Add	MOD: 0001	Installation	175.00	\$4.82	HR	1.2000	\$1,012.20
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

							Total:	\$1,012.20
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

13	012220000023	Equipment Operator (Group 8)	Installation	3.00	\$96.36	HR	1.3000	\$375.80
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		Owner Comments: V:1.2-Daylighting was necessary because contractor hit two RCP Pipes.						
		Contractor Comments: V:1.3-Labor was required to remove debris that was buried within the channel						
		User Note: Badger Daylighting						
		Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.						
							Total:	\$375.80

14	012220000023	Equipment Operator (Group 8)	Installation	40.00	\$96.36	HR	1.2000	\$4,625.28
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		User Note: Rip Rap						
		Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.						
							Total:	\$4,625.28

15	012220000024	Equipment Operator (Group 10)	Installation	8.00	\$96.52	HR	1.3000	\$1,003.81
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		Owner Comments: V:1.2-Daylighting was necessary because contractor hit two RCP Pipes.						
		Contractor Comments: V:1.3-Labor was required to remove debris that was buried within the channel						
		User Note: Badger Daylighting						
		Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.						
							Total:	\$1,003.81



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

16	012220000024	Equipment Operator (Group 10)	Installation	110.00	\$96.52	HR	1.3000	\$13,802.36
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: Weekend Hours for Blue Iron

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

							Total:	\$13,802.36
--	--	--	--	--	--	--	--------	-------------

17	012220000027	Laborer	Installation	152.00	\$73.42	HR	1.2000	\$13,391.81
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: Obstructions

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

							Total:	\$13,391.81
--	--	--	--	--	--	--	--------	-------------

18	012220000027	Laborer	Installation	50.00	\$73.42	HR	1.3000	\$4,772.30
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: Weekend Hours

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

							Total:	\$4,772.30
--	--	--	--	--	--	--	--------	------------

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

19	012220000027	Laborer	Installation	8.00	\$73.42	HR	1.2000	\$704.83
Accepted	History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
	Includes Labor Yes		Includes Equipment No	Includes Materials No				

User Note: Badger Daylighting

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

							Total:	\$704.83
--	--	--	--	--	--	--	--------	----------

20	012220000027	Laborer	Installation	40.00	\$73.42	HR	1.2000	\$3,524.16
Accepted	History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Rip Rap

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

							Total:	\$3,524.16
--	--	--	--	--	--	--	--------	------------

21	012220000082	Project Manager	Installation	56.00	\$116.25	HR	1.3000	\$8,463.00
Accepted	History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Weekend Hours

Item Note:

							Total:	\$8,463.00
--	--	--	--	--	--	--	--------	------------

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services
Contract Number: PWG348.0-22
Contract Name: JOC General Railroad Construction Services

22	012220000082	Project Manager	Installation	100.00	\$116.25	HR	1.2000	\$13,950.00
Accepted	<i>History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted</i>		Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Obstructions

Item Note:

Total: \$13,950.00

23	012220000082	Project Manager	Installation	8.00	\$116.25	HR	1.3000	\$1,209.00
Accepted	History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

Owner Comments: V:1.2-Daylighting was necessary because contractor hit two RCP Pipes.

Contractor Comments: V:1.3-Project Manager was on-site for entire Process

User Note: Badger Daylighting

Item Note:

Total: \$1,209.00

24	012220000082	Project Manager	Installation	20.00	\$116.25	HR	1.3000	\$3,022.50
Accepted	History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted		Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

Owner Comments: V:1.2-Dewatering was necessary because contractor hit two RCP Pipes.

Contractor Comments: V:1.3-Dewatering at the request of MTS.

The Contractor had explained the that the runoff from dewatering would recirculate to the same drainage point, however Agency requested confirmation with dewatering.

User Note: Dewatering

Item Note:

Total: \$3,022.50

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

25	012220000082	Project Manager	Installation	40.00	\$116.25	HR	1.2000	\$5,580.00
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Rip Rap

Item Note:

							Total:	\$5,580.00
--	--	--	--	--	--	--	--------	------------

26	012223000281	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	Installation	20.00	\$516.73	DAY	1.2000	\$12,401.52
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Obstructions

Item Note:

							Total:	\$12,401.52
--	--	--	--	--	--	--	--------	-------------

27	012223000281	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	Installation	10.00	\$516.73	DAY	1.3000	\$6,717.49
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.3000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Weekend Hours

Item Note:

							Total:	\$6,717.49
--	--	--	--	--	--	--	--------	------------

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

28	012223000321	140 HP, D6 Bulldozer With Full-Time Operator	Installation	20.00	\$958.82	DAY	1.2000	\$23,011.68
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: Obstructions

Item Note:

Total: \$23,011.68

29	012223000353	3/4 CY Hydraulic Excavator With Full-Time Operator	Installation	20.00	\$418.90	DAY	1.2000	\$10,053.60
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: Obstructions

Item Note:

Total: \$10,053.60

30	012223000353	3/4 CY Hydraulic Excavator With Full-Time Operator	Installation	10.00	\$418.90	DAY	1.2000	\$5,026.80
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: Weekend Hours

Item Note:

Total: \$5,026.80

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

31	012223000353	3/4 CY Hydraulic Excavator With Full-Time Operator	Installation	4.00	\$418.90	DAY	1.2000	\$2,010.72
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Badger Daylighting

Item Note:

							Total:	\$2,010.72
32	012223000353	3/4 CY Hydraulic Excavator With Full-Time Operator	Installation	7.00	\$1,189.78	DAY	1.2000	\$9,994.15
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								

User Note: Rip Rap

Item Note:

							Total:	\$9,994.15
33	012223000653	4 x 1,000 Watt Floodlights, 30' Telescoping Tower, Diesel Power Trailer Mounted Light Tower	Installation	20.00	\$145.52	DAY	1.2000	\$3,492.48
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Obstructions

Item Note:

							Total:	\$3,492.48
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services
Contract Number: PWG348.0-22
Contract Name: JOC General Railroad Construction Services

34	012223000653	4 x 1,000 Watt Floodlights, 30' Telescoping Tower, Diesel Power Trailer Mounted Light Tower	Installation	10.00	\$145.52	DAY	1.2000	\$1,746.24
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Weekend Hours

Item Note:

Total:	\$1,746.24
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35	012223001306	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver	Installation	20.00	\$226.23	DAY	1.2000	\$5,429.52
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Obstructions

Item Note:

Total:	\$5,429.52
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36	012223001306	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver	Installation	15.00	\$226.23	DAY	1.2000	\$4,072.14
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Weekend Hours

Item Note:

Total:	\$4,072.14
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

37	012223001306	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver	Installation	0.00	\$226.23	DAY	1.2000	\$0.00
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials No								
Owner Comments: V:1.2-Dewatering was necessary because contractor hit two RCP Pipes.								

User Note: Dewatering

Item Note:

							Total:	\$0.00
--	--	--	--	--	--	--	--------	--------

38	012223001306	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver	Installation	5.00	\$226.23	DAY	1.2000	\$1,357.38
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-Daylighting was necessary because contractor hit two RCP Pipes.								

User Note: Badger Daylighting

Item Note:

							Total:	\$1,357.38
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39	012223001350	500 To 600 Gallon Water Trailer With Pump	Installation	20.00	\$114.75	DAY	1.2000	\$2,754.00
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Obstructions

Item Note:

							Total:	\$2,754.00
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

40	012223001350	500 To 600 Gallon Water Trailer With Pump	Installation	10.00	\$114.75	DAY	1.3000	\$1,491.75
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.3000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Weekend Hours

Item Note:

							Total:	\$1,491.75
--	--	--	--	--	--	--	--------	------------

41	012223001350	500 To 600 Gallon Water Trailer With Pump	Installation	5.00	\$114.75	DAY	1.2000	\$688.50
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

Owner Comments: V:1.2-Daylighting was necessary because contractor hit two RCP Pipes.

User Note: Badger Daylighting

Item Note:

							Total:	\$688.50
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42	017419000034	Clay Loads, Expansive Materials	Installation	220.00	\$36.68	CY	1.2000	\$9,683.52
Accepted		History:	Demo:	0.000000	\$0.00	CY	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Badger Daylighting

Item Note:

							Total:	\$9,683.52
--	--	--	--	--	--	--	--------	------------

02 Existing Conditions							\$36,784.47	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services
Contract Number: PWG348.0-22
Contract Name: JOC General Railroad Construction Services

43	023219000005	Hydro Excavation, Adverse Soil Conditions (Hydro-Vac Truck)	Installation	220.00	\$56.23	CY	1.2000	\$14,844.72
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	CY	1.2000	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								
Owner Comments: V:1.2-Daylighting was necessary because contractor hit two RCP Pipes.								
User Note: Badger Daylighting								
Item Note: Adverse soil conditions consist of clay, glacial till and rocks.								

							Total:	\$14,844.72
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44	029050000114	Project Director / Document Consultant / Account Manager For Emergency Clean Up	Installation	19.00	\$157.50	HR	1.2000	\$3,591.00
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Modified, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

							Total:	\$3,591.00
--	--	--	--	--	--	--	--------	------------

45	029050000114	Project Director / Document Consultant / Account Manager For Emergency Clean Up	Installation	25.00	\$157.50	HR	1.3000	\$5,118.75
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.3000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Weekend Hours
Item Note:

							Total:	\$5,118.75
--	--	--	--	--	--	--	--------	------------



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services
Contract Number: PWG348.0-22
Contract Name: JOC General Railroad Construction Services

46	029050000114	Project Director / Document Consultant / Account Manager For Emergency Clean Up	Installation	40.00	\$157.50	HR	1.2000	\$7,560.00
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Obstructions

Item Note:

							Total:	\$7,560.00
--	--	--	--	--	--	--	--------	------------

47	029050000114	Project Director / Document Consultant / Account Manager For Emergency Clean Up	Installation	30.00	\$157.50	HR	1.2000	\$5,670.00
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Accepted, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Rip Rap

Item Note:

							Total:	\$5,670.00
--	--	--	--	--	--	--	--------	------------

31 Earthwork							\$41,998.80	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
48	313236110049	Mobilization	Installation	1.00	\$16,675.00	EA	1.2000	\$20,010.00
Accepted		History:	Demo:	0.000000	\$0.00	EA	1.2000	\$0.00
Includes Labor No Includes Equipment No Includes Materials No								

							Total:	\$20,010.00
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 3.0

Approved

Proposal Value: \$308,522.52

Approved Date: August 15, 2024

Job Order: MTSJOC348-01.03

Job Order Name: S85 Retaining Wall

Location: Iris Ave Transit Center 3120 Iris Ave San Diego, CA 92154

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

49	313713000004	>100 To 200 LB Average Pieces Random, Dumped From Truck, Rip Rap	Installation	300.00	\$61.08	CY	1.2000	\$21,988.80
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 2.4 Modified, 2.5 Accepted, 3.0 Accepted	Demo:	0.000000	\$0.00	CY	1.2000	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Rip Rap

Item Note:

							Total:	\$21,988.80
							Proposal Total:	\$308,522.52
Div	The Percentage of Non Pre-Priced on this Proposal:							0.0%

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att. A, AI 7, 09/12/24



Subcontractor Report

Date: 8/19/2024

Job Order Contracting

Contract #: PWG348.0-22
Job Order #: MTSJOC348-01.03
Job Order Title: S85 Retaining Wall
Job Order Value: \$308,522.52
Location: Iris Ave Transit Center
Contractor: Veteran's Engineering Services
Subcontractor:

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
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Summary

Certification Name	Value	% Subcontracted
Total		0.00%



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 8

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

September 12, 2024

SUBJECT:

Clean Natural Gas (CNG) Fueling Station Equipment Replacement – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. B0729.4-21 (in substantially the same format as Attachment A), with Trillium, for Imperial Avenue Division (IAD) CNG dryer replacement at \$480,154.14; and South Bay Maintenance Facility (SBMF) CNG dryer B Replacement at \$492,113.02, for a total of \$972,267.16.

Budget Impact

The original budget for the CNG Fueling Station Equipment Replacements under the Trillium contract was \$3,538,354.60, which included a 10% contingency. Orders of the equipment have been delayed and ordered in stages due to budget constraints. Including today's proposed action, four of the five equipment categories will have been ordered, and the total equipment replacement costs to date will be \$3,145,766.16. This represents a \$393,077.56 overage compared to the original budget. Costs for the two equipment categories in today's proposed action will be funded under the SBMF CNG Dryer -1009120401 and IAD CNG Dryer - 3008124801 Capital Improvement Program (CIP) budgets.

GROUP B – Equipment Replacement Original Approval (excluding 10% contingency)		Actual Cost	Approval Date
Imperial Avenue Division (IAD) Dryer Replacement	\$339,527.00	\$480,154.14	Today's Proposed Action
Kearny Mesa Division (KMD) CNG Compressor Replacement	\$1,355,141.00	\$1,697,728.00	Board Approval 12/8/2022 (AI 6) includes portion of 10% contingency and \$216K in upgrades



GROUP B – Equipment Replacement Original Approval (excluding 10% contingency)		Actual Cost	Approval Date
KMD Dispenser Replacement	\$378,853.00	\$475,771.00	Board Approval 12/16/2021 (AI 18) including portion of 10% contingency
South Bay Bus Maintenance Facility (SBMF) CNG Dryer Replacement	\$357,499.00	\$492,113.02	Today's Proposed Action
SUBTOTAL - ORDERED EQUIPMENT	\$2,431,020.00	\$3,145,766.16	NOTES
% OVERAGE		29%	without upgrades, costs are running 20% over original estimate instead of 10% contingency
SBD CNG Compressor Replacement	\$785,666.00	tbd	If current funding is not sufficient, staff will return to Board if and when this portion of the project is finalized
10% Board Approved Contingency	\$321,668.60		BUDGET OVERAGE TO DATE
TOTALS	\$3,538,354.60	\$3,931,432.16	\$393,077.56

DISCUSSION:

On December 16, 2021 (Agenda Item (AI) 18), the MTS Board of Directors approved a contract with Trillium to provide (a) CNG fueling station Operations and Maintenance services (O&M), (categorized as “Group A” services), for six base years and four option years; and (b) provide state of good repair capital improvements on equipment replacements and upgrades (IAD Dryer Replacement, KMD CNG Compressor Replacement, KMD Dispenser Replacement, SBMF CNG Dryer Replacement and SBMF CNG Compressor Replacement), (categorized as “Group B” services), for a total of \$13,644,795.35 (\$13,323,126.75 + \$321,668.60 contingency for the Group B services).

Thus far, for O&M services, only the base years have been exercised at \$6,028,997.35. Similarly, the equipment replaced thus far are summarized in the table below:

	Group A	Group B
Grp A: O&M Services (Base years only)	\$6,028,997.35	
Grp B: KMD CNG Compressors (equipment)		\$1,481,310.00
Grp B: KMD CNG Compressor (equip additional upgrades)		\$216,418.00
Grp B: KMD CNG Dispenser Replacement (equipment)		\$301,583.00
Grp B: KMD CNG Dispenser Replacement (construction)		\$174,188.00
<i>Grp B: Today's Board Approval:</i> SBMF and IAD CNG Dryer Replacements		\$972,267.16
Total per Group	\$6,028,997.35	\$3,145,766.16
Overall Total	\$9,174,763.51	

The Group B equipment replacement portion of the contract has been delayed and phased to accommodate CIP budget funding, conflicts with other projects under construction at SBMF and IAD, and staff capacity to oversee the projects. The pricing in the contract was based on July 2021 costs for materials and construction activities. Over the course of the last three years, labor and materials costs have increased. The items for Board approval today relate to the SBMF CNG dryer replacement (2021 Board approved cost of \$357,499.00) and IAD CNG dryer replacement (2021 Board approved cost of \$339,527.00), for a total 2021 Board approved cost of \$697,026.00.

However, on August 2, 2024, Trillium provided updated proposals for the two CNG dryer replacements for \$492,113.02 at SBMF and \$480,154.14 at IAD totaling \$972,267.16. The \$205,538.56 increase in cost can generally be attributed to labor and material cost increases since the original bid three years ago. Staff reviewed the pricing and determined it to be fair and reasonable. Because only \$89,236.50 of the previously authorized Group B 10% contingency is remaining, Board approval of this contract amendment and price increase is required under Board Policy 41.

Therefore, staff recommends that the Board authorize the CEO to authorize the CEO to execute Amendment No. 4 to MTS Doc. No. B0729.4-21 (in substantially the same format as Attachment B), with Trillium, for IAD dryer replacement at \$480,154.14; and SBMF dryer B Replacement at \$492,113.02, for a total of \$972,267.16.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Amendment No. 4, MTS Doc. No. B0729.0-21



Metropolitan Transit System

Amendment 4

September 12, 2024

MTS Doc No. B0729.4-21

CLEAN NATURAL GAS (CNG) FUELING STATION OPERATION AND MAINTENANCE SERVICES & VARIOUS EQUIPMENT REPLACEMENTS

Trillium USA Company, LLC
Ryan Erickson
Vice President
2929 Allen Parkway, Suite 4100
Houston, TX 77019

This shall serve as Amendment No.4 to the original agreement B0729.0-21 as further described below.

SCOPE

Contractor provides CNG fueling station operation and maintenance (O&M) services and various equipment replacements and upgrades, as summarized on page 2 below.

This Amendment No. 4 authorizes the following work as detailed in Exhibit A:

1. Imperial Avenue Division (IAD) dryer replacement at \$480,154.14;
2. South Bay Maintenance Facility (SBMF) dryer B Replacement at \$492,113.02.

SCHEDULE

There are no changes to the overall schedule of the agreement. The contract term remains six (6) base years through February 29, 2028, and two 2-year options years exercisable at MTS's sole discretion, for a total of 10 years, terminating February 29, 2032.

PAYMENT

The total for this Amendment No. 4 is \$972,267.16 (\$480,154.14 + \$492,113.02).

The following table is a summary of the total cost of this contract:

Note: Group A: The total cost for the CNG Fueling Station O&M Maintenance Services (PO # 4500045314) remains unchanged at \$6,028,997.35 for the base years (and \$4,077,443.41 for the option years if exercised, for a total of \$10,106,440.75).



PO SUMMARY

PO #	Date	Description	Sub-Total	Total
4500045314	02/18/22	Group A - CNG Fueling Station Operations & Maintenance Services (base years only)		\$6,028,997.35 (Amendment No.1)
4500048838	08/11/22	Group B - KMD CNG compressor (equipment order only)	\$1,481,310.00	\$1,697,728.00 (Amendment No.1)
4500048838	12/22/22	Group B - KMD CNG compressor (additional upgrades)	\$216,418.00	
4500053543	04/05/23	Group B - KMD CNG dispenser (equipment order only)	\$301,583.00	\$475,771.00 (Amendment No.2)
4500053543	07/13/23	Group B - KMD CNG dispenser (construction)	\$174,188.00	
4500045314	6/14/24	Group A - Operations & Maintenance Services. Add CPI language		\$0 (Amendment No.3)
<i>TBD</i>	<i>9/12/24</i>	<i>Group B - SBMF and IAD CNG dryers (equipment and construction)</i>		<i>\$972,267.16</i> <i>(Amendment No.4)</i>
Total Authorized for MTS Doc. No. B0729.0-18				\$9,174,763.51

These amounts 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

Trillium USA Company, LLC

Date: _____

Cc: E. Belknap, Contract File

Attachments:

A. Exhibit A – Trillium Proposal



Att. A, AI 8, 09/12/24
San Diego MTS
IAD - Dryer Replacement (v.2)

Quotation

Trillium submits this quotation for the removal and replacement of the existing dryer for compressors A&B located at the Imperial Ave Maintenance Facility, 100 16th Street, San Diego, CA 92101 of the San Diego Metropolitan Transit System (MTS).

Equipment & Support		Price
Removal of existing ultrafilter CNG dryer		Included
Installation of one (1) new CNG dryer (1500 SCFM at 125psi)		Included
Mechanical, Civil, and Electrical Construction		Included
Design, Programming, Project Management, Permitting, and Commissioning		Included
	Sales Tax	Included
	Freight	Included
Total		\$480,154.14

Assumptions and Clarifications

- Assumes reuse of the existing dryer foundation.
- Assumes existing electrical panel size is sufficient for new CNG dryer.
- Includes Prevailing Wages.
- Buy America applies.
- Dryer lead time - approximately 36-weeks After Receipt of Order (ARO).

Exclusions

- Design and installation of utilities (electrical transformer and Gas MSA).
- Civil engineering for the site, which includes geotechnical survey, and excessive soil stabilization.



Att. A, AI 8, 09/12/24
San Diego MTS
South Bay
Dryer B Replacement (v.4)

Quotation

Trillium submits this quotation for the demolition and replacement of the existing Dryer B located at the South Bay Maintenance Facility, 3610 Main Street, Chula Vista, CA 91911 of the San Diego Metropolitan Transit System (MTS).

Equipment & Support		Price
Removal of existing Dryer B		Included
Installation of one (1) new CNG dryer.		Included
Mechanical, Civil, and Electrical Construction		Included
Design, Programming, Project Management, Permitting, and Commissioning		Included
	Sales Tax	Included
	Freight	Included
Total		\$492,113.02

Assumptions and Clarifications

- Assumes reuse of the existing dryer foundation.
- Assumes reuse of the existing conduit routed from existing panel.
- Includes Prevailing Wages.
- The quoted CNG dryer is Buy America compliant.
- The quoted CNG dryer has a lead time of approximately 36-weeks After Receipt of Order (ARO).

Exclusions

- Winter construction – *based on site location*.
- Design and installation of utilities (electrical transformer and Gas MSA).
- Civil engineering for the site, which includes geotechnical survey, and excessive soil stabilization.
- Design and installation for stormwater drainage, site pavement, site lighting, and driveways.



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 9

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

September 12, 2024

SUBJECT:

Orange Line Variable Message Sign (VMS) Replacements – 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. PWL393.0-24 (in substantially the same format as Attachment A), with Balfour Beatty Infrastructure, Inc. (Balfour Beatty), for Orange Line VMS replacements in the amount of \$237,200.00.

Budget Impact

The total contract is estimated to be \$237,200.00. The project will be funded by the Capital Improvement Program account 2005119601 – Orange Line – VMS Replacement.

DISCUSSION:

VMS are installed at MTS trolley stations and provide information about next train arrival or other service-related notices. Due to varying factors such as availability of space and configuration of the platform and shelter areas, the method of installation is site specific; some VMS signs are mounted on station shelters and others are mounted on standalone poles. The signs have been installed at stations as construction or rehabilitation projects take place. With the opening of the Mid-Coast extension of the Blue Line, full color VMS signs were installed at the new trolley stations and MTS staff began seeking funding opportunities to upgrade the existing signage on the Orange, Green and Blue Lines to create a consistent passenger experience.

In March 2022, MTS submitted the Zero-Emission Transit Enhancement Project application to the State Transit and Intercity Rail Capital Program (TIRCP). In July 2022, MTS received a notice of award that the Zero Emission Transit Enhancement Project was one of the San Diego regional projects to be selected. During the October 20, 2022, MTS Board Meeting (Agenda Item (AI) 12), the TIRCP Project award was described. Project 1 includes the replacement of the Orange Line VMS Signs. On July 27 2023, the MTS Board (AI 8) approved a work order



agreement with Psomas to complete design drawings to describe the required work for sign replacement. Through a separate agreement, MTS Doc. No. G2687.0-23 (MTS Board meeting October 19, 2023, AI 5) with Global Display Solutions, Inc. (GDS), MTS selected new VMS units to replace the existing Daktronics Trolley signage throughout 52 stations along the Orange, Blue and Green Trolley lines.

The scope of work for today's proposed award to Balfour Beatty includes removing the existing 78 signs located across 21 Orange Line Trolley stations. Many of these units are beyond their useful life and are ready for replacement. The removal process involves disconnecting and dismantling the old signs, testing electrical and data connections for the new signs, and installing an MTS-provided media converter inside each of the new signs. This requires careful handling to ensure the media converter is securely and correctly integrated within the signage housing. After the installation of the media converters, the new signs must be securely mounted. The installation process includes verifying the stability and alignment of the signs, and testing to ensure each sign is operational and integrated with the existing communication systems.

On April 24, 2024, staff issued an Invitation for Bids (IFB). A total of two (2) bids were received:

Company Name	Firm Disadvantaged Business Enterprise (DBE)/Small Business (SB) Certification	Bid Amount
<i>MTS – Independent Cost Estimate (ICE)</i>		<i>\$206,000.00</i>
Balfour Beatty	N/A	\$237,200.00
Electro Specialty Systems	N/A	\$290,000.00

Based on the bid summary above, and in comparison with the ICE, staff has determined Balfour Beatty's price to be fair and reasonable and recommends executing the contract. Balfour Beatty will not be utilizing any subcontractors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL393.0-24, with Balfour Beatty, for Orange Line VMS replacements in the amount of \$237,200.00.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc PWL393.0-24
B. Bid Price Form



**Metropolitan
Transit
System**

**STANDARD CONSTRUCTION AGREEMENT
FOR
MTS DOC. NO. PWL393.0-24
ORANGE LINE VMS SIGNS REPLACEMENT**

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

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

Email: mkonchar@balfourbeattyus.com

Telephone: _____

Authorized person to sign contracts	<u>Mark Konchar</u>	<u>President</u>
	Name	Title

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

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

SCOPE OF WORK

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

ORANGE LINE VMS SIGNS REPLACEMENT

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



CONTRACT TIME.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **180 Calendar Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of two hundred thirty-seven thousand two hundred (\$237,200.00). Payment shall be made as set forth in the General Conditions.

PROVISIONS REQUIRED BY LAW.

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

INDEMNIFICATION.

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

PREVAILING WAGES.

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

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

San Diego Metropolitan Transit System
Bid Results for Project Orange Line Variable Message Signs (VMS) Installation (PWL393.0-24)
Issued on 04/24/2024
Bid Due on June 18, 2024 2:00 PM (PDT)
Exported on 08/14/2024

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Quantity	Balfour Beatty
1	Main Bid	Mobilization (limited to 10% of the Bid Price)	1	\$23,700.00
2	Main Bid	Demobilization	1	\$2,500.00
3	Main Bid	Construction Progress Schedule	1	\$25,000.00
4	Main Bid	Electrical and Networking	1	\$25,000.00
5	Main Bid	Remove existing VMS units and mounts; Install new VMS 42" Stretch Display	1	\$161,000.00
				\$237,200.00
		TOTAL		\$237,200.00



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 10

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

September 12, 2024

SUBJECT:

Kearny Mesa Division (KMD) Administration Building Stucco Replacement – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-34 under MTS Doc. PWG324.0-21 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$275,796.40 for the replacement and repair of the existing exterior stucco for the KMD Administrative Building.

Budget Impact

The total contract cost of this service is estimated to be \$275,796.40. Under separate MTS Doc. No. L1282.0-16, with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of \$4,854.02. This project will be funded by San Diego Transit Corporation (SDTC) Maintenance Operating Budget account 331014-571142.

DISCUSSION:

The existing stucco at the KMD Administrative Building is past its service life, largely failing and in need of repairs and replacement. The exterior of the Administrative Building consists of two levels of stucco separated by a gray painted metal band. The lower level of stucco has an original “marblecrete” finish that uses larger aggregates in the finish coat, making it difficult to repair. This lower level has large sections of broken off finish, corroded joints, and cracks. The upper-level stucco has a different finish, a more repairable “light dash” finish, with smaller cracking. The gray metal band dividing the two stucco treatments is coated with sun damaged paint.

The scope of work includes a complete removal and replacement of the existing lower-level stucco system, repainting of the gray metal band, and crack isolation repair and recoloring the upper level of stucco. Replacement, painting, and repairs will result in the upper and lower levels of stucco having a matching finish. Additionally, the building’s interior will be protected



from water infiltration, which is an increasing risk with the current state of the exterior and higher amounts of rainfall anticipated this coming winter.

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

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

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

Nine (9) bids were received, and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (Agenda Item (AI) 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this work order was reviewed and determined to be fair and reasonable. ABCGC and their subcontractors Bonner Enterprises, BTS Equipment Unlimited, Inc., and Harborside Construction, Inc. will provide all materials, labor, and equipment for the repair and replacement of the existing stucco system at KMD's Administrative Building. Work is expected to be completed by November 2024.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC324-34 under MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$275,796.40 for the replacement and of the exterior stucco at the KMD Administration Building.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Job Order Contract MTSJOC324-34



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-34
WORK ORDER NUMBER

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: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.) Federal terms in accordance with master agreement apply.

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$275,796.40

SAN DIEGO METROPOLITAN TRANSIT SYSTEM ABC GENERAL CONTRACTOR, INC.

By: Sharon Cooney, Chief Executive Officer

Approved as to form:

By: Karen Landers, General Counsel

Firm: _____

By: _____
Signature

Title: _____



EXHIBIT A (Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 8/13/2024

Job Order Contracting

To:

From:

Contract No: PWG324.0-21
Job Order No: MTSJOC324-34
Job Order Title: KMD Admin Building Stucco Replacement
Location: KMD
4630 Ruffner Rd.
San Diego, CA 92101

Brief Scope of Work:

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

SECTION 7- SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 7-1 GENERAL

The Kearny Mesa Division ("KMD") Admin Building Stucco Replacement project generally consists of the removal and replacement of the existing stucco and its accessories on the exterior of the 200 Building (also known as the "Admin Building").

All work is to occur at the Kearny Mesa Division ("KMD") located at 4630 Ruffner Street, San Diego 92111. Work is to occur during normal working hours approximately 7:00AM-4:00PM.

SECTION 7-2 STAGING

Contractor is to keep and store all materials within a predesignated laydown area. Size and location of the laydown area is to be coordinated with the MTS Project Manager. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc. All deliveries to the site shall be coordinated through the MTS Project Manager. Only vehicles necessary for that day's controlling activities may be parked onsite adjacent to the work area. All materials stored outside, must be covered in suitable combination of tarp, straw waddle, and gravel bags, to prevent any rain water from coming into contact with them, and prevent any sediment being tracked off the stored materials.

SECTION 7-3 TEMP FACILITIES

The contractor may use adjacent MTS toilet facilities throughout the duration of the project. Contractor may use convenience outlets if available onsite for minor temp power used in relation to the construction. All other needs for construction water are the responsibility of the contractor.

SECTION 7-4 SAFETY

Diligent caution must be taken during the undertaking of this work. Due to the 24-hour nature of operations at KMD, any openings left overnight must be covered with a trench plate and/or appropriately marked off with a suitable combination of reflective delineators, cones, warning lights, caution tape, and/or A-frames.

SECTION 7-5 WASTE

The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall not use any MTS receptacles to dispose of material generated during the performance of this contract. During the contract period, the contractor must also fully cover all sediment and storm drainage traps to prevent any and all material from entering. Contractor is responsible for general cleanup at the end of each work day.

SECTION 7-6 STRIPING

The contractor is responsible for re-striping all striped lines removed or damaged as part of this project. The striping shall be re-striping with two coats of white or yellow water based paint in conformance with the Caltrans Standard Specifications, 2023 edition Section 84-2.03. Any new striping shall match the existing layout. Color is to be selected by MTS Project Manager.

SECTION 7-7 SUBMITTALS

Submittals must have a suitable transmittal cover page, be numbered and have a clear title. Prior to material procurement, the contractor shall provide the following submittals for MTS Project Manager review and approval for all components applicable to the work involved in the base and alternate contract.

- Product data
- Maintenance data
- Stucco finish and color samples
- Paint finish and color samples

SECTION 7-8 DRAWINGS

“KMD Admin Building Plans” include a selection of potentially relevant architectural sheets from The Kearny Mesa Division As-Built plans (dated 1/23/1987) and are incorporated for reference as Exhibit A. MTS shall not accept any responsibility for the inaccuracy of the plans and the plans are provided to aid the Contractor with existing site conditions. The contractor shall verify all existing site conditions before providing final contract pricing and material procurement.

SECTION 7-9 MSDS

Upon award Contractors shall provide PDFs of material safety data sheets (MSDS) with each submittal, for chemicals that MTS employees may be exposed to. The Contractor shall ensure all available MSDS' are provided to MTS and kept up to date throughout the duration of the contract.

SECTION 7-10 LOWER STUCCO REPLACEMENT

The existing lower level of stucco at the 200 Building is failing. Many sections have large cracks, spalling, failing flashing and corroded joints and weep screeds. This stucco has an original but outdated “marblecrete” finish with some mismatched finish replacement stucco on the south elevation.

Contractor shall remove and replace any and all portions of the existing 200 Building lower-level stucco assembly with all its appurtenances down to the sheathing. This includes the mismatched finish replacement stucco on the South Elevation. Replacement of sheathing to be completed on sections as damage is discovered. Cost of sheathing replacement is not included in this base contract but will be included in change orders as needed. Contractor shall plastic-wrap any and all sheathing to be left exposed overnight.

Replacement stucco to have a light dash finish matching that of the upper level of stucco. Color to be determined by MTS Project Manager after review of samples and product data per Section 7-7. Replacement building paper to be HENRY SUPER JUMBO TEX 60 MIN or an approved equal. Contractor shall install building paper in two layers, lapped at minimum 2 inches vertically and 6 inches horizontally. Weep screeds, joints, flashing, metal lath and all other appurtenances to be installed per manufacturer’s standards and in a manner that does not invalidate any warranties. All existing elements of the exterior not included in the scope (including but not limited to red storefront and the parking desk) must be protected from paint or damage.

To maintain constant access to the 200 Building, Contractor shall perform this work in two phases. The first phase to include the South, West and North elevations. The second phase to include the East elevation. Contractor shall complete all lower stucco work within 42 calendar days of issuance of Notice to Proceed.

SECTION 7-11 UPPER STUCCO REPAIR AND METAL BAND PAINT

The existing upper level of stucco at the 200 Building has a light dash finish with minor cracking. Separating the upper and lower levels is a gray metal band with sections of sun-damaged paint.

Contractor shall apply crack isolation system and recolor to any and all portions of the existing upper level of stucco. Recolor to match the new finish of the lower stucco. Color to be verified by MTS Project Manager after review of samples and paint data per Section 7-7. Work and any scaffolding needed to be done in two phases following completion of the lower level of stucco. The first phase to include the South, West and North elevations. The second phase to include the East elevation.

Contractor shall apply two coats of paint to the gray metal band around the entirety of the 200 Building. Color to be determined by MTS Project Manager after review of samples and paint data per Section 7-7. Work to be done in two phases concurrent with the repair and recolor of the upper stucco.

Contractor shall complete all upper stucco work and metal band paint within 28 days of completion of the lower level of stucco.

All job orders include the labor, equipment, and material costs for a complete and in-place installation, unless otherwise noted.

EXHIBIT B (Cost Breakdown)



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$84,735.36	\$0.00	\$0.00	\$84,735.36
02	Existing Conditions	\$21,725.10	\$0.00	\$0.00	\$21,725.10
03	Concrete	\$5,417.86	\$0.00	\$0.00	\$5,417.86
04	Masonry	\$1,906.37	\$0.00	\$384.19	\$2,290.56
07	Thermal And Moisture Protection	\$28,770.32	\$0.00	\$2,152.77	\$30,923.09
09	Finishes	\$115,264.42	\$0.00	\$13,766.85	\$129,031.27
32	Exterior Improvements	\$1,673.16	\$0.00	\$0.00	\$1,673.16
Line Count: 36				Proposal Total:	\$275,796.40

The Percentage of Non Pre-Priced on this Proposal:

0.0%



Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

01 General Requirements \$84,735.36

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000027	Laborer	Installation	80.00	\$74.04	HR	1.1579	\$6,858.47
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: Removal all signs, fixtures etc. from work area, re-install at completion of project. 2 men 1 week

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

							Total:	\$6,858.47
--	--	--	--	--	--	--	--------	------------

2	012223000027	45' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	Installation	3.00	\$2,160.87	MO	1.1579	\$7,506.21
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: for access along south face during all activities

Item Note:

							Total:	\$7,506.21
--	--	--	--	--	--	--	--------	------------

3	012223000057	20' Electric, Scissor Platform Lift	Installation	3.00	\$638.98	MO	1.1579	\$2,219.62
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 1 for 3 month duration Estimated

Item Note:

							Total:	\$2,219.62
--	--	--	--	--	--	--	--------	------------

4	015423000005	Scaffolding With Bracing Accessories - Area Based On 3' Wide Sections (CCF / Month)	Installation	684.00	\$33.11	CCF	1.1579	\$26,223.24
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	CCF	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 380LFx3'x20' x 3 months estimated

Item Note:

							Total:	\$26,223.24
--	--	--	--	--	--	--	--------	-------------

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Combined Report

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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

5	015423000007	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories	Installation	228.00	\$42.13	CCF	1.1579	\$11,122.37
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Accepted *History: 1.1 Added, 2.0 Accepted* **Demo:** 0.000000 \$0.00 CCF 1.1579 \$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Scaffolding installation
380LFx3'x20'

Item Note:

							Total:	\$11,122.37
--	--	--	--	--	--	--	---------------	--------------------

6	015616000003	6 Mil, Plastic Sheeting, Applied To Walls	Installation	2,000.00	\$0.39	SF	1.1579	\$903.16
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Accepted *History: 1.1 Added, 2.0 Accepted* **Demo:** 0.000000 \$0.00 SF 1.1579 \$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes

User Note: Plastic barriers over existing windows throughout activities as needed

Item Note:

							Total:	\$903.16
--	--	--	--	--	--	--	---------------	-----------------

7	015616000070	3/4" Plywood For Temporary Floor Protection	Installation	3,040.00	\$1.78	SF	1.1579	\$6,265.63
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Accepted *History: 1.1 Added, 2.0 Accepted* **Demo:** 0.000000 \$0.00 SF 1.1579 \$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes

User Note: Deck/walkway protection during demo
380LFx8

Item Note:

							Total:	\$6,265.63
--	--	--	--	--	--	--	---------------	-------------------

8	015626000175	48" High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence	Installation	500.00	\$2.66	LF	1.1579	\$1,540.01
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Accepted *History: 1.1 Added, 2.0 Accepted* **Demo:** 0.000000 \$0.00 LF 1.1579 \$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes

User Note: Misc. safety and Pedestrian Control

Item Note:

							Total:	\$1,540.01
--	--	--	--	--	--	--	---------------	-------------------



Price Proposal Detail Report

By Division

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Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

9	015723000007	34" x 44" x 22" Black Spun-Bond Poly Basin Bag For Inlet Protection And Sediment Control	Installation	5.00	\$82.47	EA	1.1579	\$477.46
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Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: BMP's for inlets within area of work

Item Note:

								Total:	\$477.46
--	--	--	--	--	--	--	--	--------	----------

10	016500000004	>250 To 500' Material Handling On Site With Wheelbarrow	Installation	720.00	\$12.30	EA	1.1579	\$10,254.36
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Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Estimated 40 CY's in and 40 CY's out
Wheelbarrow estimated 3 CF (80CYx27CF/3) = 720ea

Item Note:

								Total:	\$10,254.36
--	--	--	--	--	--	--	--	--------	-------------

11	017419000017	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"	Installation	10.00	\$814.98	EA	1.1579	\$9,436.65
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Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 40CY's estimated in demo debris = 40 Tons
Each dumpsters can do 4 tons so 10 loads need

Item Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.

								Total:	\$9,436.65
--	--	--	--	--	--	--	--	--------	------------

12	017419000021	Rampless Concrete Washout Bin	Installation	3.00	\$555.08	MO	1.1579	\$1,928.18
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Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 3 month duration

Item Note: Includes delivery.

								Total:	\$1,928.18
--	--	--	--	--	--	--	--	--------	------------

02 Existing Conditions								\$21,725.10	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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* Includes Price Changes due to Construction Task Catalog update

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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

13	024119130019	Stone Or Brick Veneer Facade Removal	Installation	3,950.00	\$4.75	SF	1.1579	\$21,725.10
Accepted		<i>History: 1.1 Added, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: Demo existing Rock/Dash crete

Item Note:

								Total:	\$21,725.10
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03 Concrete								\$5,417.86	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
14	036426000002	Pressure Injected Cementitious Grout	Installation	32.00	\$146.22	CF	1.1579	\$5,417.86
Accepted		<i>History: 1.1 Added, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	CF	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Repair lower portions of wall near planter boxes. Estimated

Item Note:

								Total:	\$5,417.86
--	--	--	--	--	--	--	--	---------------	-------------------

04 Masonry								\$2,290.56	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
15	040523130003	1-5/8" Width, T-Style, Rubber, Masonry Control Joint	Installation	420.00	\$3.92	LF	1.1579	\$1,906.37
Accepted		<i>History: 1.1 Added, 2.0 Accepted</i>	Demo:	420.000000	\$0.79	LF	1.1579	\$384.19
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: 42 control joints in new stucco, 10' sticks

Item Note:

								Total:	\$2,290.56
--	--	--	--	--	--	--	--	---------------	-------------------

07 Thermal And Moisture Protection								\$30,923.09	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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Price Proposal Detail Report

By Division

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Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

16	072613000002	Asphalt Saturated Kraft Building Paper, Grade D (Fortifiber Jumbo Tex)	Installation	40.00	\$21.30	CSF	1.1579	\$986.53
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	CSF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$986.53
--------	----------

17	076219000158	Up To 5" Girth, 24 Gauge, Galvanized Steel Drip Edge	Installation	380.00	\$4.23	LF	1.1579	\$1,861.21
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	380.000000	\$0.77	LF	1.1579	\$338.80
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: weep screed

Item Note:

Total:	\$2,200.01
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18	079213000016	1" x 1" Joint, Silicone Sealant And Caulking	Installation	7.20	\$883.97	CLF	1.1579	\$7,369.55
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$117.73	CLF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Above and below middle metal band

Item Note:

Total:	\$7,369.55
--------	------------

19	079513160010	Exterior Wall To Wall Expansion Joint, 1" Opening Aluminum Assemblies	Installation	420.00	\$38.15	LF	1.1579	\$18,553.03
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	420.000000	\$3.73	LF	1.1579	\$1,813.97
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$20,367.00
--------	-------------

09 Finishes								\$129,031.27
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Combined Report

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Print Date: 08/13/2024 09:46:57 AM PST

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Price Proposal Detail Report

By Division

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Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

20	090120910011	Up To 10', Chip, Clean And Repair Crack In Plaster/Stucco	Installation	460.00	\$16.58	LF	1.1579	\$8,831.07
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Top Section Big cracks

Item Note:

								Total:	\$8,831.07
--	--	--	--	--	--	--	--	--------	------------

21	090120910028	>250 SF, Chip, Clean And Repair Plaster/Stucco	Installation	2,280.00	\$12.41	SF	1.1579	\$32,762.55
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Top Section, new color TBD MTS

Item Note:

								Total:	\$32,762.55
--	--	--	--	--	--	--	--	--------	-------------

22	090190520008	Up To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation	Installation	8,000.00	\$0.42	SF	1.1579	\$3,890.54
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Final ground Clean up as needed

Item Note:

								Total:	\$3,890.54
--	--	--	--	--	--	--	--	--------	------------

23	090190520008	For >250 To 500, Add	MOD: 0325	Installation	8,000.00	\$0.08	SF	1.1579	\$741.06
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

User Note: Phased for employee access at all times

Item Note:

								Total:	\$741.06
--	--	--	--	--	--	--	--	--------	----------



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Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

24	090190520053	Up To 5,000 PSI Pressure Wash Plaster/Stucco Surfaces, Surface Preparation	Installation	3,950.00	\$0.48	SF	1.1579	\$2,195.38
Accepted		<i>History: 1.1 Added, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: After demo before new**Item Note:**

								Total:	\$2,195.38
--	--	--	--	--	--	--	--	---------------	-------------------

25	090190520053	For >250 To 500, Add	MOD: 0339	Installation	3,800.00	\$0.06	SF	1.1579	\$264.00
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

User Note: Phased for employee access at all times**Item Note:**

								Total:	\$264.00
--	--	--	--	--	--	--	--	---------------	-----------------



Price Proposal Detail Report

By Division

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Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

26	092236230005	3.4 LB/SY, Installed On Studs Or Furred Walls, Flat Diamond, Expanded Metal Lath	Installation	3,950.00	\$1.91	SF	1.1579	\$8,735.78
Accepted		<i>History: 1.1 Added, 2.0 Accepted</i>	Demo:	3950.000000	\$0.46	SF	1.1579	\$2,103.90
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

Total:	\$10,839.68
---------------	--------------------

27	092236230005	For Walls >10' High, Add	MOD: 0015	Installation	3,950.00	\$0.13	SF	1.1579	\$594.58
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

Total:	\$594.58
---------------	-----------------

28	092236230005	For >100 To 500, Add	MOD: 0020	Installation	3,950.00	\$0.26	SF	1.1579	\$1,189.16
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

User Note: Phased for employee access at all times

Item Note:

Total:	\$1,189.16
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Price Proposal Detail Report

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Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

29	092423000002	Scratch/Brown/Finish, Three Coat Troweled Stucco	Installation	3,950.00	\$7.85	SF	1.1579	\$35,903.58
Accepted		<i>History: 1.1 Added, 2.0 Accepted</i>	Demo:	3950.000000	\$2.55	SF	1.1579	\$11,662.95
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

Total:	\$47,566.53
---------------	--------------------

30	092423000002	For Walls >10' High, Add	MOD: 0024	Installation	3,950.00	\$0.70	SF	1.1579	\$3,201.59
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No					

Total:	\$3,201.59
---------------	-------------------

31	092423000002	For Color Added To Finish Coat, Add	MOD: 0031	Installation	3,950.00	\$0.15	SF	1.1579	\$686.06
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					

User Note: Color TBD

Item Note: Excludes lath and felt. Interior or exterior, one side.

Total:	\$686.06
---------------	-----------------

32	092423000002	For >100 To 500, Add	MOD: 0037	Installation	3,950.00	\$1.74	SF	1.1579	\$7,958.25
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No					

User Note: Phased for employee access at all times

Item Note: Excludes lath and felt. Interior or exterior, one side.

Total:	\$7,958.25
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Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

33	099113000477	Paint Exterior Miscellaneous Metal Surfaces, 1 Coat Alkyd Primer, Brush/Roller Work	Installation	2,475.00	\$1.00	SF	1.1579	\$2,865.80
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				

User Note: Lower and middle color bands, other misc. metal trim (No Red Storefronts included)

Item Note:

							Total:	\$2,865.80
34	099113000479	Paint Exterior Miscellaneous Metal Surfaces, 2 Coats Alkyd Enamel, Brush/Roller Work	Installation	2,475.00	\$1.90	SF	1.1579	\$5,445.02
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Lower and middle color bands, other misc. metal trim (No Red Storefronts included)

Item Note:

							Total:	\$5,445.02
32 Exterior Improvements								\$1,673.16
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
35	321723130003	Single 4" Wide Solid Line, Epoxy Reflective Pavement Striping	Installation	3,500.00	\$0.39	LF	1.1579	\$1,580.53
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Re-stripe as needed

Item Note:

								Total:	\$1,580.53
36	321723130003	For Up To 5,000 LF, Add	MOD: 0053	Installation	1,000.00	\$0.08	LF	1.1579	\$92.63
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes					

Total: \$92.63

Proposal Total: \$275,796.40

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Combined Report

Page 11 of 12

Print Date: 08/13/2024 09:46:57 AM PST

A-18



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$275,796.40

Approved Date: August 6, 2024

Job Order: MTSJOC324-34

Job Order Name: KMD Admin Building Stucco Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Div	The Percentage of Non Pre-Priced on this Proposal:	0.0%
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EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 8/13/2024

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-34
Job Order Title: KMD Admin Building Stucco Replacement
Job Order Value: \$275,796.40
Location: KMD
Contractor: ABC General Inc.
Subcontractors: BONNER ENTERPRISES
BTS Equipment Unlimited Inc.
Harborside Construction Inc

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
BONNER ENTERPRISES 4757 Renex Pl, San Diego, CA 92117	757703	New Stucco		\$114,300.00	41.44%
BTS Equipment Unlimited Inc. 13465 Camino Canada 106-501, El Cajon, CA 92021	907777	Demo Rockcrete		\$34,382.00	12.47%
Harborside Construction Inc 2010 Garrison Way, El Cajon, CA 92019	730817	Painter		\$31,000.00	11.24%

Summary

Certification Name	Value	% Subcontracted
	\$179,682.00	11.24%
Total	\$179,682.00	65.15%



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 11

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

September 12, 2024

SUBJECT:

Imperial Avenue Division (IAD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order Amendment

RECOMMENDATION:

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

- 1) Ratify \$50,226.85 that was added to Work Order Amendment WOA353-AE-01.02 under MTS Doc No. PWL353.0-22 (Attachment A) with Dokken Engineering, Inc. (Dokken) following Board approval of Amendment No. 1 on January 26, 2023 (Agenda Item (AI) 14). The funds were added for professional services for Envision Verification; and**
- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA353-AE-01.04 under MTS Doc. No. PWL353.0-22 (in substantially the same format as Attachment B), with Dokken, to provide additional engineering and design support during construction services for Phase 1 of the IAD electric bus charging infrastructure project in the amount of \$503,269.57.**

Budget Impact

The total cost of this amendment is estimated to be \$503,269.57 and the total contract is estimated to be \$1,606,924.26 (inclusive of this amendment). The project is funded by Capital Improvement Program (CIP) account 3009116101 – IAD ZEB Overhead Charging.

DISCUSSION:

The MTS bus division at IAD currently operates and maintains a fixed route fleet of one hundred forty-eight (148) Compressed Natural Gas (CNG) buses and four (4) Battery Electric Buses (BEBs). MTS seeks to implement a scalable and modular battery bus charging system for the IAD BEB fleet, to comply with the California Air Resources Board (CARB) requirements for a full transition to zero emission bus technology by 2040. Based on the results of the IAD ZEB Master Plan, MTS will be constructing overhead infrastructure in various phases to provide charging capabilities for the IAD BEB fleet. The first phase will include overhead charging



infrastructure for forty (40) BEBs in order to meet the needs of the initial BEBs arriving in 2024, as well as scalable electrical infrastructure for future phases.

On July 21, 2022 (AI 14), the Board approved the Work Order, WOA353-AE-01, to provide engineering services to develop plans, specifications, and estimates up to 60% completion.

On January 26, 2023 (AI 14), the Board approved the Work Order Amendment, WOA353-AE-01.01, to provide engineering services to develop plans, specifications and estimates up to 100%.

On September 21, 2023, the CEO approved Work Order amendment WOA353-AE-01.02 to add Envision Verification to the scope of work. Envision is a sustainability framework and rating system developed by the Institute of Sustainable Infrastructure (ISI) that enables a thorough examination of the sustainability and resiliency of civil infrastructure, similar to Leadership in Energy and Environmental Design (LEED) standards for building construction.

On February 26, 2024, the CEO approved Work Order Amendment WOA353-AE-01.03 for a no cost time extension to increase the period of performance for the services.

During the design effort, MTS staff determined the construction contract to install the federally funded charging equipment [Contract B0761.0-24 (AI 8, April 25, 2024)] must be “Federalized” and adhere to the Buy America Act. To meet the requirements of the Buy America Act, the plans and specifications had to be revised, products specified must meet Buy America, requiring a lengthy re-design for the electrical switchgear. In addition, installation of above-ground storage tanks at IAD required revisions to the tire storage shelter, which is integral with the overhead structure. In addition, the existing agreements do not include design services during construction.

Under proposed Work Order Amendment 4, Dokken will update the 100% design package to comply with Buy America Act requirements, electrical equipment, modified tire shop, and to add design support during construction services to the agreement.

The Work Order and subsequent Amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA353-AE-01	Original Work Order to develop plans, specifications, and estimates up to 60% completion	\$335,731.23	July 21, 2022 (AI 14)
WOA353-AE-01.01	Provide engineering services to develop plans, specifications and estimates up to 100%.	\$717,696.61	January 26, 2023 (AI 14)
WOA353-AE-01.02	Add Envision verification to the scope of services.	\$50,226.85	Today's Proposed Action (ratify)
WOA353-AE-01.03	No cost time extension.	\$0.00	Approved by the CEO, per Board Policy 41
WOA353-AE-01.04	No cost time extension.	\$503,269.57	Today's Proposed Action (authorize)
TOTAL		\$1,606,924.26	

Dokken's proposed amount of \$503,269.57 is less than MTS's Independent Cost Estimate (ICE) of \$517,135.19 and determined to be fair and reasonable. For the project, Dokken will utilize the following subcontractor:

Subcontractor Firm Name	Firm Classification	Dollar Value of Subcontract
WSP	None	\$331,750.68

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify \$50,226.85 that was added to Work Order Amendment WOA353-AE-01.02 under MTS Doc No. PWL353.0-22 (Attachment A) following Board approval of Amendment No. 1 on January 26, 2023 (Agenda Item (AI) 14). The funds were added for professional services for Envision Verification; and
- 2) Authorize the CEO to execute Work Order Amendment No. WOA353-AE-01.04 under MTS Doc. No. PWL353.0-22 (in substantially the same format as Attachment B), with Dokken, to provide additional engineering and design support during construction services for Phase 1 of the IAD electric bus charging infrastructure project in the amount of \$503,269.57.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Order Amendment WOA353-AE-01.02
B. Draft Work Order Amendment No. WOA353-AE-01.04



Metropolitan Transit System

September 21, 2023

MTS Doc. No. PWL353.0-22
WOA353-AE-01.02

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

Dear Mr. Klemunes:

Subject: AMENDMENT NO. 2 TO WORK ORDER WOA353-AE-01, TO MTS DOC. NO. PWL353.0-22, ENGINEERING SERVICES FOR MTS IMPERIAL AVENUE DIVISION ZERO EMISSION BUS OVERHEAD CHARGING – ENVISION VERIFICATION

This letter shall serve as Amendment No. 2 to Work Order WOA353-AE-01, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

This Amendment shall provide professional services for Envision Verification. (Attachment A).

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Schedule shall be for a period of forty-eight (48) weeks from the date of the Notice to Proceed. The Schedule of Milestones and Deliverables for the services provided in this Amendment are included in Attachment A.

PAYMENT

This Amendment shall add \$50,226.85 to the Work Order. Payment shall be based on actual costs in the revised amount of \$1,103,654.69, and shall not be exceeded without prior authorization of MTS (Attachment B).



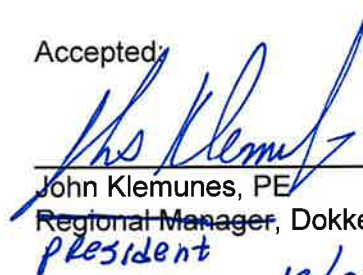
Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,



Sharon Cooney
Chief Executive Officer

Accepted:



John Klemunes, PE
Regional Manager, Dokken Engineering
President

Date:

10/2/2023

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

**ATTACHMENT A
SCOPE OF SERVICES**

MTS Doc. No. PWL353.0-22**Work Order No. WOA353-AE-01.02**

WORK ORDER TITLE: MTS Imperial Avenue Division Zero Emission Bus Overhead Charging - Phase 1 Design Services – Amendment 2 – Envision Verification

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) seeks a proposal for consultant services to submit the new Battery Electric Bus (BEB) infrastructure at MTS’s Imperial Avenue Division (referred to hereafter as “IAD”) for Envision Verification. Envision is a sustainability framework and rating system developed by the Institute of Sustainable Infrastructure (ISI) that enables a thorough examination of the sustainability and resiliency of civil infrastructure. It is a comprehensive tool to assist public and private agencies to deliver infrastructure projects that tackle climate change, address public health needs, cultivates environmental justice, creates jobs, and spurs the economic recovery.

There are two pathways to verification. IAD will be submitted under Pathway A: verification at 95% design level, followed by a final verification post-construction.



For this project, the Envision Award goal is Silver, however, the team will review opportunities to increase potential points to maximize the final Envision Award to the extent feasible. This Envision Award Level assumes the mandates in California are not restrictive to the Envision Score and National requirements serve as the baseline for levels of achievement.

II. SCOPE OF WORK

TASK 1: Online Scoresheet and Self-Assessment

Dokken will begin the Envision process by developing the Envision Online Scoresheet and conducting the self-assessment through ISI’s online portal. The online scoresheet contains basic project information and is the first step in assigning a project leader for the verification process. The self-assessment is a preliminary review of which credits to pursue and the anticipated level of achievement. There are 64 credits within 5 categories that will be assessed as part of this task.

TASK 2: Register the Project

2.1. Following the online scoresheet and self-assessment, Dokken will begin the registration process through the ISI website. Registration includes online documentation, contact information and the development of a project fact sheet. An invoice for the project registration fees will be developed by ISI. Payment for registration will be paid by MTS.

TASK 3: Meetings with ISI

3.1. Following project registration, Dokken will set up preliminary meetings with ISI to review the online assessment.

3.2. Dokken will prepare up to two (2) credit applications for a pre-verification credit review.

TASK 4: Verification Document Development

Verification documentation is the most detailed phase of the verification process. Steps for each of the 64 credits is summarized, as follows:

Collect available documentation from internal project files that help justify the level of achievement. Documentation includes, but is not limited to, previous studies, reports, meeting minutes, meeting materials, construction drawings, specifications, etc. Dokken anticipates coordinating with WSP for supporting documentation for the following credits, (RA1.3, RA2.1, RA2.3, RA2.4, and CR2.5).

Dokken will complete the credit coversheet, a multiple page document. This document requires detailed responses to the evaluation criteria questionnaire, indicates the level of achievement, provides written justification for the level of achievement, and outlines a table of contents for supporting documentation.

Dokken assumes that MTS' Sustainability Manager is available to provide supporting documentation within the Leadership category, approximately 12 credits. Dokken will have four (4) meetings with MTS' Sustainability Manager to review the credits and recommended supporting documentation.

Based on our agreed upon approach with MTS, Dokken assumes various documentation that can support the 64 credits are available from the project team and/or MTS. Should new documents need to be created to increase a credit score, the design team will evaluate how the new documentation will impact overall Envision score and notify MTS prior to proceeding. If MTS decides to proceed with the additional documents, Dokken is available to provide these services for an additional fee.

Dokken will submit all construction related credits as "pending" in the initial verification. Any additional scope required by the contractor will be included in the project specifications and used to support the post-construction credit score.

TASK 5: Verification Process

5.1. Documents prepared in task 4 will be submitted to ISI via electronic upload. An invoice for the project registration fees will be developed by ISI. Payment for registration will be paid by MTS.

5.2. Following the initial review, Dokken will review and address the reviewers' comments. If needed, questions may be submitted in writing for clarification and a conference call with the reviewer can be scheduled. Once resolved, Dokken will prepare the revised credit documentation. Only revised credits will be resubmitted to ISI for review.

TASK 6: Envision Award

6.1. Following the verification process and design review, an Envision Award level will be assigned. An appeal process on a credit-by-credit basis is available for 30-days following the initial Award. Additional fees to ISI may apply depending on the number of credits included in the appeal process.

TASK 7: Post-Construction Review

7.1. Credits marked “pending” during the design review/verification process will need to be submitted to ISI. This includes revised cover sheets and supporting documentation by the contractor.

III. PERIOD OF PERFORMANCE

Services shall be completed within twenty-seven (27) weeks from the date of NTP. Note, the schedule is contingent upon ISI’s verification/review time, approximately 7 weeks for the 1st round and 5 weeks for the 2nd round.

IV. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. TASK		Begin/End Dates
TASK 1:	Online Scoresheet and Self-Assessment	NTP/1 Week
TASK 2:	Register the Project	NTP/1 Week
TASK 3:	Meetings with ISI	NTP/3 Weeks
TASK 4:	Verification Document Development	NTP/ 8 Weeks
TASK 5:	Verification Process	
	1 st Round	NTP/15 weeks
	2 nd round	NTP/23 Weeks
TASK 6:	Envision Award	NTP/27 Weeks
TASK 7:	Post-Construction Review (related to Construction Schedule, tbd)	

B. Milestone/Deliverable Schedule		Begin/End Dates
Monthly progress reports		Monthly
Verification Document Development		NTP/8 Weeks
Envision Award		NTP/27 Weeks

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

Project documentation and background reports from prior work efforts will be provided by Dokken/MTS.

VI. SPECIAL CONDITIONS

Any condition listed below applies solely to this Work Order and does not otherwise alter the Agreement or other Work Orders. The Scope and Fees are based on the following assumptions.

- A. This task order will be limited to the time and materials fee budget negotiated as shown in Attachment B.
- B. All deliverables will be provided in electronic format.
- C. The anticipated Envision Award assumes the mandates in California are not restrictive to the Envision Score and National requirements serve as the baseline for levels of achievement.

VII. MTS ACCEPTANCE OF SERVICES:

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

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

VIII. DEFICIENT WORK PRODUCT:

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

- Revising provided documents

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

IX. DELIVERABLE REQUIREMENTS

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

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

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

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

X. 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.

XI. ADDITIONAL INFORMATION

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

XII. PREVAILING WAGE

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

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

Work Order Estimate Summary

Att. A, AI 11, 09/12/24

MTS Doc. No. **PWL353.0-22**
Work Order No. **WOA353-AE-01.02**
Attachment: **B**

Work Order Title: **MTS IAD Amd 2 - Envision**

Project No: **TBD**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	\$50,226.85
2	ODC	Other Direct Costs	

Totals = **\$50,226.85**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Create Envision Online Scoresheet and Conduct Self-Assessment	8	\$1,975.69
2	Task 2	Register the Project	4	\$848.00
3	Task 3	Meetings with ISI	7	\$1,604.06
4	Task 4	Verification Document Development	167	\$35,999.16
5	Task 5	Verification Process	20	\$4,975.16
6	Task 6	Envision Award	2	\$501.30
7	Task 7	Post-Construction Review	22	\$4,323.48

Totals = **230** **\$50,226.85**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Dokken Engineering	186	\$37,775.88
				WSP	44	\$12,450.97

Totals = **230** **\$50,226.85**

Work Order Estimate

Dokken Engineering

MTS Doc. No.: PWL353.0-22

Work Order No.: WOA353-AE-01.02

11, 09/12/24

Total Hours =	186
Total Costs =	\$37,775.88

MTS IAD Amd 2 - Envision

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Project Manager	Task Manager	Engineer - 2	Environmental - 1	Total Hours	Totals
				\$ 289.30	\$ 212.00	\$ 150.11	\$71.76		
1	Task 1	Create Envision Online Scoresheet and Conduct Self-Assessment							
1.1	Create Envision Online Scoresheet and Conduct Self-Assessment			1	4			5	\$1,137.30
		Subtotals (Hours) =	N/A	1	4			5	\$1,137.30
		Subtotals (Costs) =		\$289.30	\$848.00			5	\$1,137.30
2	Task 2	Register the Project							
2.1	Register the Project				4			4	\$848.00
		Subtotals (Hours) =	N/A		4			4	\$848.00
		Subtotals (Costs) =			\$848.00			4	\$848.00
3	Task 3	Meetings with ISI							
3.1	Meetings with ISI			1	2			3	\$713.30
3.2	Determine 2 Credits Appropriate for Pre-Verification				2			2	\$424.00
		Subtotals (Hours) =	N/A	1	4			5	\$1,137.30
		Subtotals (Costs) =		\$289.30	\$848.00			5	\$1,137.30
4	Task 4	Verification Document Development							
	Verification Documentation, Collect Documentation, Additional Documentation for Award			4	104	30		138	\$27,708.50
		Subtotals (Hours) =	N/A	4	104	30		138	\$27,708.50
		Subtotals (Costs) =		\$1,157.20	\$22,048.00	\$4,503.30		138	\$27,708.50
5	Task 5	Verification Process							
5.1	Submit Documentation for Design Review				2			2	\$424.00
5.2	Address Comments and Additional Document Upload				8			8	\$1,696.00
		Subtotals (Hours) =	N/A		10			10	\$2,120.00
		Subtotals (Costs) =			\$2,120.00			10	\$2,120.00
6	Task 6	Envision Award							
6.1	Envision Award			1	1			2	\$501.30
		Subtotals (Hours) =	N/A	1	1			2	\$501.30
		Subtotals (Costs) =		\$289.30	\$212.00			2	\$501.30
7	Task 7	Post-Construction Review							
7.1	Post-Construction Review			2	12	8		22	\$4,323.48
		Subtotals (Hours) =	N/A	2	12	8		22	\$4,323.48
		Subtotals (Costs) =		\$578.60	\$2,544.00	\$1,200.88		22	\$4,323.48
								186	\$37,775.88
								186	\$37,775.88
		Totals (Summary) =						186	\$37,775.88
		Total (Hours) = N/A		9	139	38		186	\$37,775.88
		Total (Costs) =		\$2,603.70	\$29,468.00	\$5,704.18			
		Percentage of Total (Hours) = N/A		5%	75%	20%			
		Percentage of Total (Costs) =		7%	78%	15%			

Work Order Estimate Summary

Att. A, AI 11, 09/12/24

Consultant/ Subconsultant: **Dokken Engineering**

Contract No: **PWL353.0-22**
Task Order No: **WOA353-AE-01.02**
Attachment: **B**

Work Order Title: **MTS IAD Amd 2 - Envision**

ODC Item	TASKS/WBS (1-5)												
	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 =

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

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals =

Total Hours =	44
Total Costs =	\$12,450.97

Work Order Title:	MTS IAD Amd 2 - Envision
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MTS Doc. No.: PWL353.0-22
 Work Order No.: WOA353-AE-01.02

Attachment: B

Att A-AI-11, 09/12/24

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Technical Expert	Project Manager	Engineer - Principal	Engineer - Senior	Admin - 1	Total Hours	Totals
				\$ 333.03	\$ 350.55	\$ 306.46	\$ 298.55	\$ 233.38	\$ 63.62		
1	Task 1	Create Envision Online Scoresheet and Conduct Self-Assessment									
1.1	Create Envision Online Scoresheet and Conduct Self-Assessment					1	1	1		3	\$838.39
		Subtotals (Hours) =	N/A			1	1	1		3	\$838.39
		Subtotals (Costs) =				\$306.46	\$298.55	\$233.38		3	\$838.39
2	Task 2	Register the Project									
2.1	Register the Project										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
3	Task 3	Meetings with ISI									
3.1	Meetings with ISI							2		2	\$466.76
3.2	Determine 2 Credits Appropriate for Pre-Verification										
		Subtotals (Hours) =	N/A					2		2	\$466.76
		Subtotals (Costs) =						\$466.76		2	\$466.76
4	Task 4	Verification Document Development									
	Verification Documentation, Collect Documentation, Additional Documentation for Award					3	20	6		29	\$8,290.66
		Subtotals (Hours) =	N/A			3	20	6		29	\$8,290.66
		Subtotals (Costs) =				\$919.38	\$5,971.00	\$1,400.28		29	\$8,290.66
5	Task 5	Verification Process									
5.1	Submit Documentation for Design Review										
5.2	Address Comments and Additional Document Upload						8	2		10	\$2,855.16
		Subtotals (Hours) =	N/A				8	2		10	\$2,855.16
		Subtotals (Costs) =					\$2,388.40	\$466.76		10	\$2,855.16
6	Task 6	Envision Award									
6.1	Envision Award										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
7	Task 7	Post-Construction Review									
7.1	Post-Construction Review										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
										44	\$12,450.97
		Totals (Summary) =								44	\$12,450.97
		Total (Hours) = N/A				4	29	11		44	\$12,450.97
		Total (Costs) =				\$1,225.84	\$8,657.95	\$2,567.18			
		Percentage of Total (Hours) = N/A				9%	66%	25%			
		Percentage of Total (Costs) =				10%	70%	21%			

Work Order Estimate Summary

Att. A, AI 11, 09/12/24

Consultant/ Subconsultant: **WSP**

Contract No: **PWL353.0-22**
Task Order No: **WOA353-AE-01.02**
Attachment: **B**

Work Order Title: **MTS IAD Amd 2 - Envision**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	EA											
2	Permits	EA											
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)													
ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics												
2	Permits												
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals =



Metropolitan Transit System

September 12, 2024

MTS Doc. No. PWL353.0-22
WOA353-AE-01.04

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

Dear Mr. Klemunes:

Subject: AMENDMENT NO. 4 TO WORK ORDER WOA353-AE-01, TO MTS DOC. NO. PWL353.0-22, ENGINEERING SERVICES FOR MTS IMPERIAL AVENUE DIVISION (IAD) ZERO EMISSION BUS OVERHEAD CHARGING

This letter shall serve as Amendment No. 4 to Work Order WOA353-AE-01, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

This Amendment shall add additional to the Scope of Services as described in Attachment A.

SCHEDULE

As a result of this Amendment the Schedule shall be increased by twenty (20) months. The revised Schedule shall be for a period of one hundred seventy-one (171) weeks from the date of the Notice to Proceed.

PAYMENT

This Amendment shall add \$503,269.57 to the Payment (Attachment B.) Payment shall be based on actual costs in the revised amount of \$1,606,924.26, and shall not be exceeded without prior authorization of MTS.



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

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

DRAFT

ATTACHMENT A
SCOPE OF SERVICES

DRAFT

WORK ORDER TITLE: MTS Imperial Avenue
Division Zero Emission Bus Overhead Charging -
Phase 1 Design Services

WORK ORDER NO. WOA353-AE-01.04

I. PROJECT DESCRIPTION

This task order Amendment 4 is for revisions to the 100% Construction Documents, previously submitted to MTS. The project team will be tasked to make requested changes to both the plans specifications and estimate for the project to meet the Buy America requirements, revisions to the Medium Voltage (MV) Switchgear configuration and layout, review of vehicle fluid tank locations and underground storage tank removals. Also included in Amendment 4 is Design Support During Construction which was not previously included on the contract.

II. SCOPE OF WORK

TASK 6: Update the 100% Submittal Package to Comply with Buy America Requirements

The Consultant will update specifications to include Buy America language, review and removal of any listed manufacturers that do not comply with Buy America. Replacement of those manufacturers with Buy America compliant manufacturers, or equal, in the specifications. Modification of a pantograph mounting detail to eliminate any potential confusion between Buy America/non-Buy America products. Update the Photo-Voltaic design using Buy America compliant equipment, including PV calculations, plan (CAD) updates, specifications and construction estimate revisions. Please note that there will be no changes to the plans or specifications associated with the Battery Energy Storage System (BESS). Research will also be conducted for potential waivers for the PV, BESS and Medium Voltage Switchgear and a memo detailed findings will be submitted.

TASK 7: Update the 100% Submittal Package for the MV Switch Gear Equipment

The Consultant will update the plans and specifications to include changes to the MV Switchgear. It was discovered during planning of the Buy America changes that the MV Switchgear specified in the 100% plan set was no longer available and the readily alternatives would not fit within the constraints of the site. Several alternative designs will be proposed, and a best option will be selected and implemented along with the changes described in the Buy America task listed above. Extensive coordination with SDG&E and switchgear manufacturers will be conducted to develop a switchgear design that fit the constraints of the site and would be approved by SDG&E.

TASK 8: Underground Storage Tank Removal and Fluids Storage Tank Locations

The Consultant will review and comment on MTS contractor's submittal of placement of above ground oil and vehicle fluids storage tanks. The locations proposed by the contractor are in conflict with the 100% IAD ZEB design plans. Additional meetings, email communication, research into proposed storage tank clearance requirements will be required. Final plans and specifications will be updated to account for the changes to the storage tank locations.

TASK 9: Design Services During Construction

Provide design support services during construction (DSDC) as directed by the MTS Project Manager. The budget for DSDC included is programmed to provide services to MTS for the period

beginning at end of Bid Support thru the end of the construction period (anticipated to be a 12-month duration) plus project closeout.

DSDC effort shall include the following:

- 9.1 **Coordination:** Coordinate with and provide consultation to MTS's Project Manager either in person or via telephone/email during the construction phase of the project (a duration of 12 months). A maximum of 484 hours has been budgeted for this task and includes Project management, civil, electrical, structural, mechanical, and equipment staff.
- 9.2 **Construction Meetings:** Attend weekly construction meetings virtually as requested by MTS Project Manager and attended by the Contractor's representative and MTS's Project Manager. It is assumed that four people from the Consultant Team will attend the weekly meeting. It is assumed the meetings will be 1 hours in duration. Construction is scheduled to be completed within 12 months of notice to proceed. A maximum of 238 hours are budgeted for this task, and the consultant will assume to attend a total of 52 meetings.
- 9.3 **Review Submittals:** At the request of the MTS RE, the Consultant Team will review and approve or take other appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit, but only for general conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, purchasing regulation compliance, or procedures of construction or to related safety precautions and programs.

Submittals reviewed by the Consultant Team and returned to the MTS PM will be marked according to the action categories stated in the project special provisions with an electronic stamp, signature of the reviewer, and date of submittal review. The Consultant Team will endeavor to review submittals, recommend submittal action, and return submittals to the MTS PM within ten working days of receipt. The Consultant Team will retain one copy of submittal for record-keeping purposes.

A maximum of 263 hours has been budgeted for this task. This task is dependent on the submittals completeness.
- 9.4 **Respond to Requests for Information (RFI):** As directed by the MTS Project Manager, the Consultant Team will review and respond to reasonable and appropriate Contractor RFI's forwarded from the MTS Project Manager and issue necessary clarifications and interpretations of the Contract Documents as appropriate. Any orders authorizing variations from the Contract Documents will be made by the MTS PM. The Consultant Team will use SharePoint software system to respond to RFIs electronically. It is our assumption that the CM team would address the majority of the RFI's. Based on that assumption, a maximum of 350 hours has been budgeted for this task.
- 9.5 **Field Observations:** Structural observation at specific construction milestones as required by Code will be performed by Structural engineers. Construction observation for mechanical, electrical, equipment is not included. It is assumed that the CM team will handle any construction observation activities other than code requirements from structural. At the request of MTS, the Consultant Team staff may conduct site visits to respond to RFIs, to develop Change Orders, or to perform other specific tasks. A maximum of 135 hours has been budgeted for field observations. This assumes approximately 1 full day site visit for the structural engineer, one full day visit for the electrical engineer, and 1 full day visit for the equipment. These disciplines are not local to San Diego
- 9.6 **Prepare Design Revisions/Design Change Notices(DCN):** Prepare revisions to design drawings and technical specifications as directed by the MTS PM. Design revisions will be

annotated in a manner directed by the MTS PM. Modifications to the project drawings and specifications may be required prior to and during the construction phase of the project. The Consultant Team will work with MTS to assess the purpose for implementing a potential change, to develop an appropriate solution, and will then develop corresponding revisions to the drawings and specifications. Design revisions may be in response to action required by an RFI, an unforeseen site condition, value-engineering, etc. and will be annotated in a manner directed by MTS. If requested by MTS, the Consultant Team will develop cost estimates to coincide with the proposed changes. Design revisions made in response to an unforeseen site condition, value engineering or a directive from MTS may entail design services that are not included in this scope of services. A fee estimate for the additional design services will be provided to MTS, and the fee amount agreed upon, prior to Consultant's proceeding with the change. Design revisions will be transmitted in PDF file format. A maximum of 200 hours has been budgeted for design revisions. Assume 2 minor revisions affecting 10 sheets.

- 9.7 **Project As-builts:** Prepare as-built plans for the project based on information provided by the Clients contractor, a final site visit of the project, and any approved design changes. The as-builts will be provided to Dokken in an electronic format for inclusion in the final As-built package to MTS. A maximum of 134 hours has been budgeted for the As-built package.

III. PERIOD OF PERFORMANCE

This amendment shall add twenty (20) months from the date of the executed amendment to the Work Order.

IV. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. TASK		Begin/End Dates
TASK 6	Buy America	NTP/4 Week
TASK 7	MV Switch Gear	NTP/4 Week
TASK 8	UST Removal and Fluid Storage Tanks	NTP/4 Weeks
TASK 9	Design Support During Construction	NTP/20 Months
B. Milestone/Deliverable Schedule		Begin/End Dates
Updated PS&E		NTP/4 Weeks

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

UST and Fluid Tanks plans and specifications.

ATTACHMENT B
NEGOTIATED FEE PROPOSAL

DRAFT

Work Order Estimate
Summary

MTS Doc. No.	PWL353.0-22
Work Order No.	WOA353-AE-01.04
Attachment:	B

Work Order Title: MTS Imperial Avenue Division Zero Emission Bus
Overhead Charging - Phase 1 Design Services

Project No: TBD

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	\$498,365.45
2	ODC	Other Direct Costs	\$4,904.12

Totals = \$503,269.57

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 6	Buy America	310	\$70,280.04
2	Task 7	MV Switchgear	148	\$29,632.27
3	Task 8	Underground Storage Tank Removal and Fluid Tanks	49	\$10,282.72
4	Task 9	Design Services During Construction	1,804	\$393,074.54

Totals = 2,311 \$503,269.57

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Dokken Engineering	759	\$171,518.89
				Subconsultant	1,552	\$331,750.68

Totals = 2,311 \$503,269.57

Work Order Estimate
Summary

Total Hours =	759
Total Costs =	\$171,518.89

Dokken Engineering

MTS Doc. No.: PWL353.0-22

Work Order No.: WOA353-AE-01.04

MTS Imperial Avenue Division Zero Emission Bus Overhead
Charging - Phase 1 Design Services

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Engineer - Senior	Engineer - 3	Engineer - 2	Engineer - 1	Total Hours	Totals
				\$ 299.01	\$ 202.46	\$ 169.80	\$ 150.11	\$ 111.07		

AMENDMENT NO. 4								
Buy America		60	30		20		110	\$27,016.60
MV Switchgear		20	20		20		60	\$13,031.60
Underground Storage Tank Removal and Fluid Tanks		4	8		8		20	\$4,016.60
Design Services During Construction								
Coordination		100	80				180	\$46,097.80
Construction Meetings		52	52		30		134	\$30,579.74
Review Submittals		5	10		10		25	\$5,020.75
Respond to Requests for Information (RFI)		12	20		20		52	\$10,639.52
Field Observations		24	24		24		72	\$15,637.92
Prepare Design Revisions/Design Change Notices(DCN):		8	24		20		52	\$10,253.32
Project As-builts:		4	10		40		54	\$9,225.04

Subtotals (Hours) = N/A 289 278 192 759 \$171,518.89

Subtotals (Costs) = \$86,413.89 \$56,283.88 \$28,821.12 759 \$171,518.89

759 \$171,518.89

Totals (Summary) = 759 \$171,518.89

Total (Hours) = N/A 289 278 192 759 \$171,518.89

Total (Costs) = \$86,413.89 \$56,283.88 \$28,821.12

Percentage of Total (Hours) = N/A 38% 37% 25%

Percentage of Total (Costs) = 50% 33% 17%

Work Order Estimate
Summary

Total Hours =	1,552	Subconsultant	MTS Doc. No.: PWL353.0-22 Work Order No.: WOA353-AE-01.04
Total Costs =	\$331,750.68	IAD ZEB Amend 4 ICE	Attachment: C

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Engineer - 3	Engineer - 2	Project Controls - 2	Architect - Senior	Total Hours	Totals
				\$ 298.55	\$ 233.38	\$ 171.49	\$ 149.95	\$ 156.32	\$ 232.25		

AMENDMENT NO. 4											
6	Buy America		\$ 4,904.12	24	32	52	76	4	12	200	\$43,263.44
7	MV Switchgear			12		75		1		88	\$16,600.67
8	Underground Storage Tank Removal and Fluid Tanks			4			8	1	16	29	\$6,266.12
9	Design Services During Construction										
9.1	Coordination			100	100			24	80	304	\$75,524.68
9.2	Construction Meetings			104						104	\$31,049.20
9.3	Review Submittals			30	8	60	80		60	238	\$47,043.94
9.4	Respond to Requests for Information (RFI)			30	8	80	120		60	298	\$56,471.74
9.5	Field Observations			15		16	16		16	63	\$13,337.29
9.6	Prepare Design Revisions/Design Change Notices(DCN):			4	8	32	64		40	148	\$27,435.72
9.7	Project As-builts:			4	4	24	32		16	80	\$14,757.88
Subtotals (Hours) =			N/A	327	160	339	396	30	300	1,552	\$331,750.68
Subtotals (Costs) =			\$4,904.12	\$97,625.85	\$37,340.80	\$58,135.11	\$59,380.20	\$4,689.60	\$69,675.00	1,552	\$331,750.68
										1,552	\$331,750.68
Totals (Summary) =										1,552	\$331,750.68
Total (Hours) =			N/A	327	160	339	396	30	300	1552	\$331,750.68
Total (Costs) =			\$4,904.12	\$97,625.85	\$37,340.80	\$58,135.11	\$59,380.20	\$4,689.60	\$69,675.00		
Percentage of Total (Hours) =				N/A	21%	10%	22%	26%	2%	19%	
Percentage of Total (Costs) =				1%	29%	11%	18%	18%	1%	21%	

Work Order Estimate
Summary

Consultant/ Subconsultant: Subconsultant

Contract No: PWL353.0-22
Task Order No. WOA353-AE-01.04
Attachment: B

Work Order Title: IAD ZEB Amend 4 ICE

ODC Item	TASKS/WBS (1-5)												
	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel - Hotel	EA	\$350.00										
2	Travel - Airfare	EA	\$800.00										
3	Travel - Ground Transit	EA	\$85.00										
4	Travel - Meals & Incidentals	EA	\$100.00										
5	Parking	MI	\$20.00										
6	Travel- Mileage	EA	\$0.67										
7	General Expense - Printing & Repro	EA	\$1.00										
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

ODC Item	TASKS/WBS (6-10)												
	Description	Task 6										Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel - Hotel	3	\$1,050.00									3	\$1,050.00
2	Travel - Airfare	3	\$2,400.00									3	\$2,400.00
3	Travel - Ground Transit	6	\$510.00									6	\$510.00
4	Travel - Meals & Incidentals	6	\$600.00									6	\$600.00
5	Parking	6	\$120.00									6	\$120.00
6	Travel- Mileage	36	\$24.12									36	\$24.12
7	General Expense - Printing & Repro	200	\$200.00									200	\$200.00
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = \$4,904.12



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 12

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

September 12, 2024

SUBJECT:

Social Equity Listening Tour (SELT) Orange Line Lighting Upgrades – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-42 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$801,575.13 for upgrades to lighting at various Orange Line Trolley Station platform and parking lot locations.

Budget Impact

The total cost for this contract is estimated to be \$801,575.13. Under separate MTS Doc. No. L1282.0-16, with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of \$14,107.72. The project will be funded by the Capital Improvement Program (CIP) 2008123101 – SELT Orange Line Lighting Upgrade.

DISCUSSION:

This project addresses seven Trolley stations in need of lighting upgrades. Lighting concerns were identified as a priority request by riders and members of the public during the MTS SELT. This project consists of removing and replacing existing lighting components at MTS Trolley Stations along the Orange Line from 25th & Commercial Station to Lemon Grove Depot Station. The work includes all labor and materials to upgrade existing lighting to Light Emitting Diodes (LEDs) and replacing all damaged poles on the eastbound and westbound platforms, shelters, and parking lots. The work is intended to increase safety and visibility for transit users.

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



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

Nine (9) bids were received, and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (Agenda Item (AI) 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

Today's proposed action would issue a work order to ABCGC under their JOC General Civil Construction master agreement to provide all materials, labor, and equipment for the SELT Orange Line Lighting Upgrades. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed within one hundred fifty (150) days of issuance of the notice to proceed. ABCGC will be utilizing Harborside Construction, Doctor of Electricity, and Swift Electric as subcontractors for this work order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC324-42 under JOC to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$801,575.13 for upgrades to lighting at various Orange Line trolley station platform and parking lot locations.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order MTSJOC324-42



Metropolitan Transit System

Att. A, AI 12, 09/12/24

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-42
WORK ORDER NUMBER

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: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113

(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$801,575.13

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ABC GENERAL CONTRACTOR, INC.

By: Sharon Cooney, Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: Karen Landers, General Counsel

Title: _____



EXHIBIT A (Scope of Work)

DRAFT



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 8/23/2024

Job Order Contracting

To:	From:
Contract No:	PWG324.0-21
Job Order No:	MTSJOC324-42
Job Order Title:	SELT Orange Line Lighting Upgrades OY3
Location:	Refer to Section 1-6 for station locations
Brief Scope of Work:	<p>This project addresses lighting concerns from the MTS Social Equity Listening Tour, and in result, identified seven trolley stations in need of lighting upgrades. This project consists of removing and replacing existing lighting components at MTS Trolley Stations along the Orange Line from 25th & Commercial station to Lemon Grove Depot station. Light fixtures for the East and West Platforms, Shelters, and Parking Lots will be replaced. The work is intended to increase safety and visibility for transit users. Refer to the following details, attachments, and reference drawings.</p>

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

Refer to attached scope of work.

All job orders include the labor, equipment, and material costs for a complete and in-place installation, unless otherwise noted.

SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 1-1 GENERAL

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

This project addresses lighting concerns from the MTS Social Equity Listening Tour, and in result, identified seven trolley stations in need of lighting upgrades. This project consists of removing and replacing existing lighting components at MTS Trolley Stations along the Orange Line from 25th & Commercial station to Lemon Grove Depot station. Light fixtures for the East and West Platforms, Shelters, and Parking Lots will be replaced. The work is intended to increase safety and visibility for transit users. Refer to the following details, attachments, and reference drawings.

SECTION 1-2 STAGING

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

SECTION 1-3 TEMP FACILITIES

The contractor is responsible for providing temporary restroom facilities throughout the duration of construction. Contractor is responsible for temp power and water.

SECTION 1-4 WASTE

The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall be responsible for properly disposing of all removed materials and old equipment as specified herein. Contractor is responsible for general cleanup at the end of each work day.

SECTION 1-5 SCHEDULE AND SEQUENCING

All work shall be completed within one hundred fifty (150) calendar days from issuance of Notice to Proceed. It is assumed there will be some lead time for some items, which is included in the duration. The work shall commence once all material is available, and the work can proceed without stoppages. Contractor is to provide a schedule for the work.

SECTION 1-6 SCOPE OF WORK

Contractor shall install Shelter Lights and Platform/Parking Lot Lights to meet or exceed the guidelines outlined in section 7.4 of “SANDAG General Design Criteria”, supplied as an attachment to this scope.

All LED replacements shall be done per the MTS approved submittal.

Note that all LED replacement lights should measure 4000 Kelvin (4K) on the light color temperature scale.

Refer to attached photos of existing light types. Existing light types to be replaced and locations are listed in the following tables:

Shelter Lights				
Location	6” Puck Light	5’ LED Strip Light	6’ LED Strip Light	10’ LED Strip Light
25 th and Commercial Station		12		
32 nd and St Station		12		
47 th and St Station			6	13
Euclid Ave Station			6	15
Encanto/ 62 nd Station			6	15
Massachusetts Station			6	13
Lemon Grove Depot	8			

Platform/Parking Lot Lights				
Location	Acorn Decorative Area Light Platform	Standard Shoe Box Area Light Parking Lot	Standard Shoe Box Area Light Platform	Round Cone Area Light Platform
25 th and Commercial Station	14			
32 nd and St Station			14	
47 th and St Station		17	17	
Euclid Ave Station		25	14	6
Encanto/ 62 nd Station			16	
Massachusetts Station		34	12	
Lemon Grove Depot	12			

Other work shall include:

- Provide and install new cages for the twelve (12) shelter lights at 25th Station.
- Provide and install one (1) square brown tapered brown pole at 47th Station parking lot.
- Provide and install one (1) square brown tapered brown pole at Euclid Ave Station parking lot.
- Provide and install three (3) square brown tapered poles and one (1) double head square brown tapered light pole at Massachusetts Ave Station Parking Lot.
- At Lemon Grove Depot station:
 - Remove shelter puck lighting and replace with LED strip lights and cages.
 - Paint under soffits of two shelters.
 - Add eight 12” access panels for new lights.
 - Replace one custom platform light decorative lens

Provide MTS with the following spare parts:

Item	Qty EA.
6" Puck Light	1
5' LED Strip Light	2
6' LED Strip Light	2
10' LED Strip Light	6
Acorn Decorative LED	3
Shoe Box Parking Lot LED	8
Shoe Box Platform LED	7
Round Cone LED	1

Exclusions:

- Omit modifications to the six (6) existing bus island pole lights at Euclid Ave Transit Center.
- Omit modifications to round cone decorative lighting at the bottom of the platform staircase at Euclid Ave Transit Center.
- Omit modifications to existing green decorative walkway lights at Lemon Grove Depot.
- Omit modifications to the apartment complex staircase lights at 47th Station.

SECTION 1-7 TRAFFIC CONTROL

Contractor is responsible for all traffic control, if necessary.

SECTION 1-8 FLAGGING

The contractor shall request flaggers from MTS/SD trolley, a minimum of three business days in advance of any work activity that has a potential to foul the tracks.

SECTION 1-9 RAILROAD WORKER SAFETY TRAINING

All Contractor employees or representatives shall be trained through the MTS Railroad Worker Safety Training Program prior to the work. Contractor to coordinate scheduled training with MTS Project Manager in advance.

SECTION 1-10 EXISTING UTILITIES

Contractor is to locate and protect in-place all existing utilities. The contractor shall notify the Engineer and Underground Service Alert (USA) (800) 422-4133 at least two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, wire or other structure.

If the MTS Engineer and/or contractor determine that additional survey of utilities is needed, the contractor shall coordinate with MTS personnel in order to have said facilities located and marked out by Cable, Pipe & Leak Detection (CPL) (619) 660-0844, or other approved utility locating subcontractor familiar with MTS facilities. All coordination and costs associated with (CPL) shall be provided by the contractor. If the Contractor cannot protect in-place existing utilities, the Contractor shall replace any damaged or removed facilities in a timely manner as to not allow for extended delays to the trolley services. If the services are subject to extended delays, the contractor shall notify MTS prior to the expiration of the original scheduled work time.

Where such facilities are not located on the plans, no work shall be performed near said facilities until the owner, or their representative, has located the facility by potholing, probing, or other means that locate and identify the facility.

SECTION 1-11 WORKING HOURS AND ACCESSIBILITY

Allowable working hours are from 7:00 am – 4:00 pm, Monday through Friday.

Any working hours outside of the allowed time shall be requested in advance and approved by MTS.

All parking and laydown areas shall be coordinated with MTS prior to construction.

SECTION 1-12 SUBMITTALS

The contractor shall submit the following for review and approval prior to commencement of the work:

- LED Light Replacement Product Data
- Construction Activities and Phasing Schedule
- Light Pole Replacement Product Data
- Decorative Lens Shop Drawing/Product Data

- Shelter Soffit Paint Product Data

Attachments:

- Orange Line Existing Lights Exhibits
- SANDAG General Design Criteria
- Field Photos of Existing Lighting Types
- Light Pole Product Brochure for Existing Light Poles
- Orange Line Shelter Light Cage Shop Drawings

DRAFT

6" Puck Light



5' LED Strip



6' LED Strip



10' LED Strip



Acorn Decorative Area Light

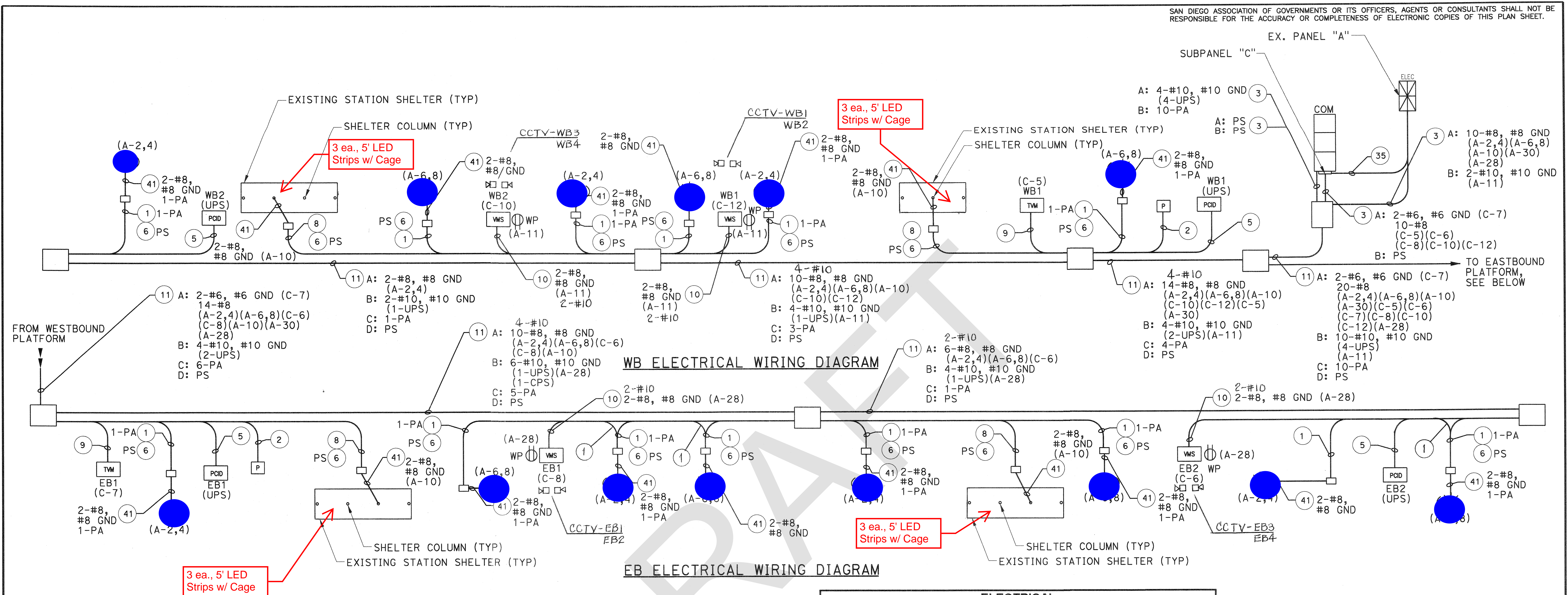


Standard Shoe Box Area Light



Round Cone Area Light

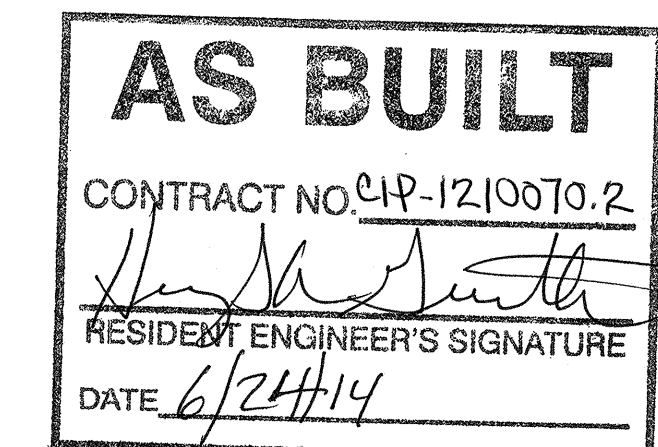




- NOTES:
1. CONDUCTORS SHALL BE #8 AWG UNLESS OTHERWISE NOTED.
 2. VMS EQUIPMENT IS FUTURE. COIL SUFFICIENT CONDUCTORS IN PULL BOX TO REACH FURTHEST POINT ON THE VMS POLE PLUS 10 FEET.
 3. FOR EXISTING SHELTER LIGHTING, REPLACE CONDUCTORS TO FIRST ACCESSIBLE CONNECTION POINT AT SHELTERS.
 4. CCTV CAMERAS AND EQUIPMENT WILL BE REMOVED AND REINSTALLED BY OTHERS. CONTACT SANDAG'S CCTV JOB ORDER MANAGER, MICHAEL DIANA 3 DAYS IN ADVANCE, AT (619) 595-1021 TO COORDINATE WORK BY OTHERS.
 5. THE CONTRACTOR SHALL ENSURE THAT THE BEND RADII ARE PROPER FOR CABLE INSTALLATION AND FUTURE MAINTENANCE.
 6. UPON SITE INSPECTION THE CONTRACTOR TO ADVISE SANDAG IF ANY LIGHTING PULL BOXES CAN BE ELIMINATED.

UPS = UNINTERRUPTED POWER SUPPLY, 120V, 2-#10, #10 GND, BLUE, WHITE, GREEN

ELECTRICAL				
CONDUIT AND WIRE SCHEDULE				
RUN NO.	CONDUIT SIZE	WIRE SIZE AND QUANTITY	GROUND SIZE	PULL STRING
1	2"	2-#8 (A-2,4) OR (A-6,8) AND AS IDENTIFIED	#8	
2	1"	2-#8 (A-30)	#8	
3	A 3"	AS IDENTIFIED ON DIAGRAM		
	B 3"			
5	1"	2-#10 (UPS)	#10	
6	1"	AS IDENTIFIED ON DIAGRAM		
8	1"	2-#8 (A-10)	#8	
9	1.5"	2-#8 (C-5) OR 2-#6 (C-7)	#8/#6	
10	2"	2-#8 (C-6), (C-8), (C-10), OR (C-12)	#8	1
11	A 3"	AS IDENTIFIED ON DIAGRAM		
	B 3"			
	C 3"			
	D 3"			
35	2"	3-1/0 (A-1,3)	#6	
41	EX	AS IDENTIFIED ON DIAGRAM		



= AO25 Decorative Pole Light

402 WEST BROADWAY
SUITE 1450
SAN DIEGO, CA 92101
(619) 687-0110

DESIGNED BY
K. LYMAN
09/11
DRAWN BY
E. MAECHLER
09/11
CHECKED BY
H. OOI
09/11
PRJ. ENG.
E. ADAMS
09/11

ORANGE LINE STATION PLATFORM MODIFICATIONS

25TH & COMMERCIAL STATION
ELECTRICAL WIRING DIAGRAM

SCALE NO SCALE

CONTRACT NO.
1210070.2

DRAWING NO.
EC-8

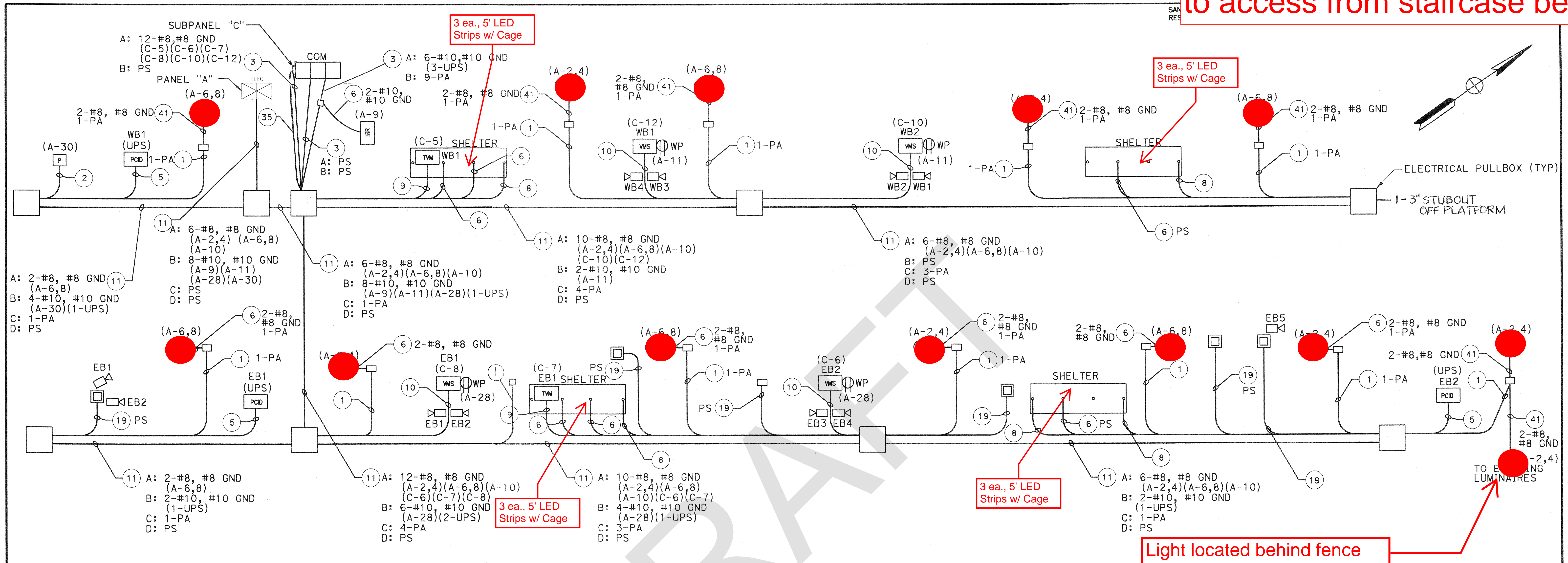
SHEET NO.
202

FILE => 1-OR-130-EC-08_R1P7.dgn

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

0 1 2 3

4 foot pole on bridge, will need
to access from staircase below



NOTES:

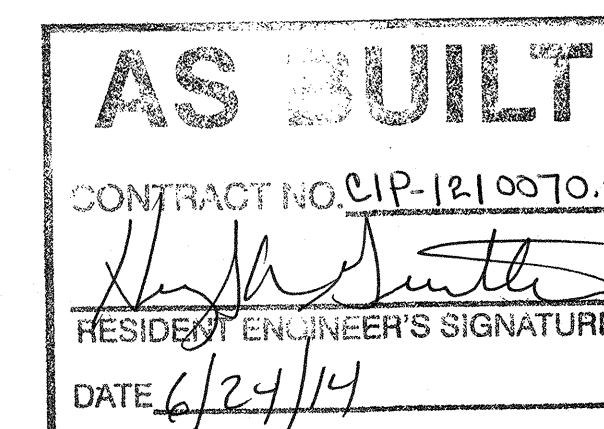
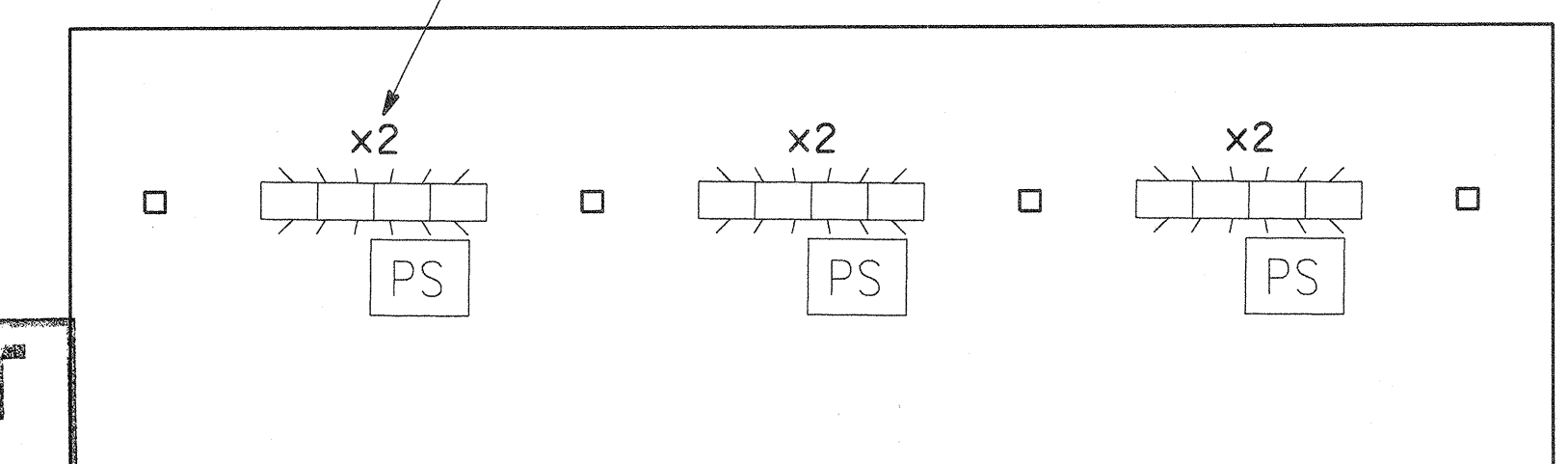
- CONDUCTORS SHALL BE #8 AWG UNLESS OTHERWISE NOTED.
- VMS EQUIPMENT IS FUTURE. COIL SUFFICIENT CONDUCTORS IN PULL BOX TO REACH FURTHEST POINT ON THE VMS POLE PLUS 10 FEET.
- CCTV CAMERAS AND EQUIPMENT WILL BE REMOVED AND REINSTALLED BY OTHERS. CONTACT SANDAG'S CCTV JOB ORDER MANAGER, MICHAEL DIANA, 3 DAYS IN ADVANCE, AT (619) 595-1021 TO COORDINATE WORK BY OTHERS.
- THE CONTRACTOR SHALL ENSURE THAT THE BEND RADII ARE PROPER FOR CABLE INSTALLATION AND FUTURE MAINTENANCE.
- THE CONTRACTOR SHALL MAKE EFFORTS TO REDUCE THE PULL BOXES ON THE PLATFORMS.

UPS = UNINTERRUPTED POWER SUPPLY, 120V, 2-#10, #10 GND, BLUE, WHITE, GREEN

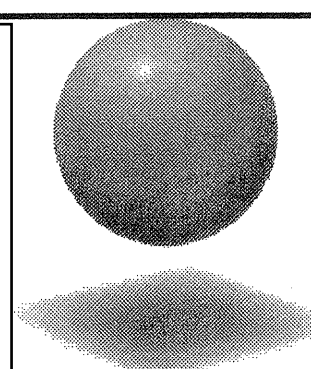
ELECTRICAL				
CONDUIT AND WIRE SCHEDULE				
RUN NO.	CONDUIT SIZE	WIRE SIZE AND QUANTITY	GROUND SIZE	PULL STRING
1	2"	2-#8 (A-2,4) OR (A-6,8) AND AS IDENTIFIED IN DIAGRAM	#8	
2	1"	2-#10 (A-30)	#10	
3	A 3"	AS IDENTIFIED ON DIAGRAM		
	B 3"			
5	1"	2-#10 (UPS)	#10	
6	1"	AS IDENTIFIED ON DIAGRAM		
8	1"	2-#8 (A-10)	#8	
9	1.5"	2-#8 (C-5) OR (C-7)	#8	
10	2"	2-#8 (C-6), (C-8), (C-10), OR (C-12)	#8	1
11	A 3"	AS IDENTIFIED ON DIAGRAM		
	B 3"			
	C 3"			
	D 3"			
19	2"	AS IDENTIFIED ON DIAGRAM		
35	2"	3-#10 (A-1,3)	#6	
41	EX	AS IDENTIFIED ON DIAGRAM		

32ND & COMMERCIAL - SHELTER LIGHTING (TYP)

NUMBER OF LIGHTS PER LOCATION (TYP). REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

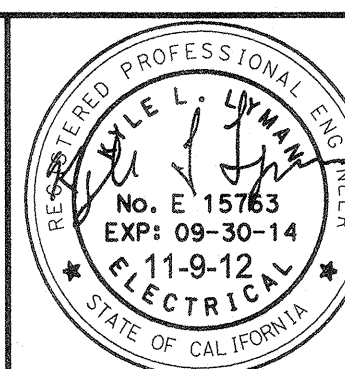


● = Square Pole Light



CH2MHILL

402 WEST BROADWAY
SUITE 1450
SAN DIEGO, CA 92101
(619) 687-0110



DESIGNED BY
C. STONE
09/11
DRAWN BY
R. LOYA
09/11
CHECKED BY
K. LYMAN
09/11
PRJ. ENG.
E. ADAMS
09/11



ORANGE LINE STATION PLATFORM MODIFICATIONS

32ND & COMMERCIAL STATION
ELECTRICAL WIRING DIAGRAM

SCALE
NO SCALE

CONTRACT NO.
1210070.2

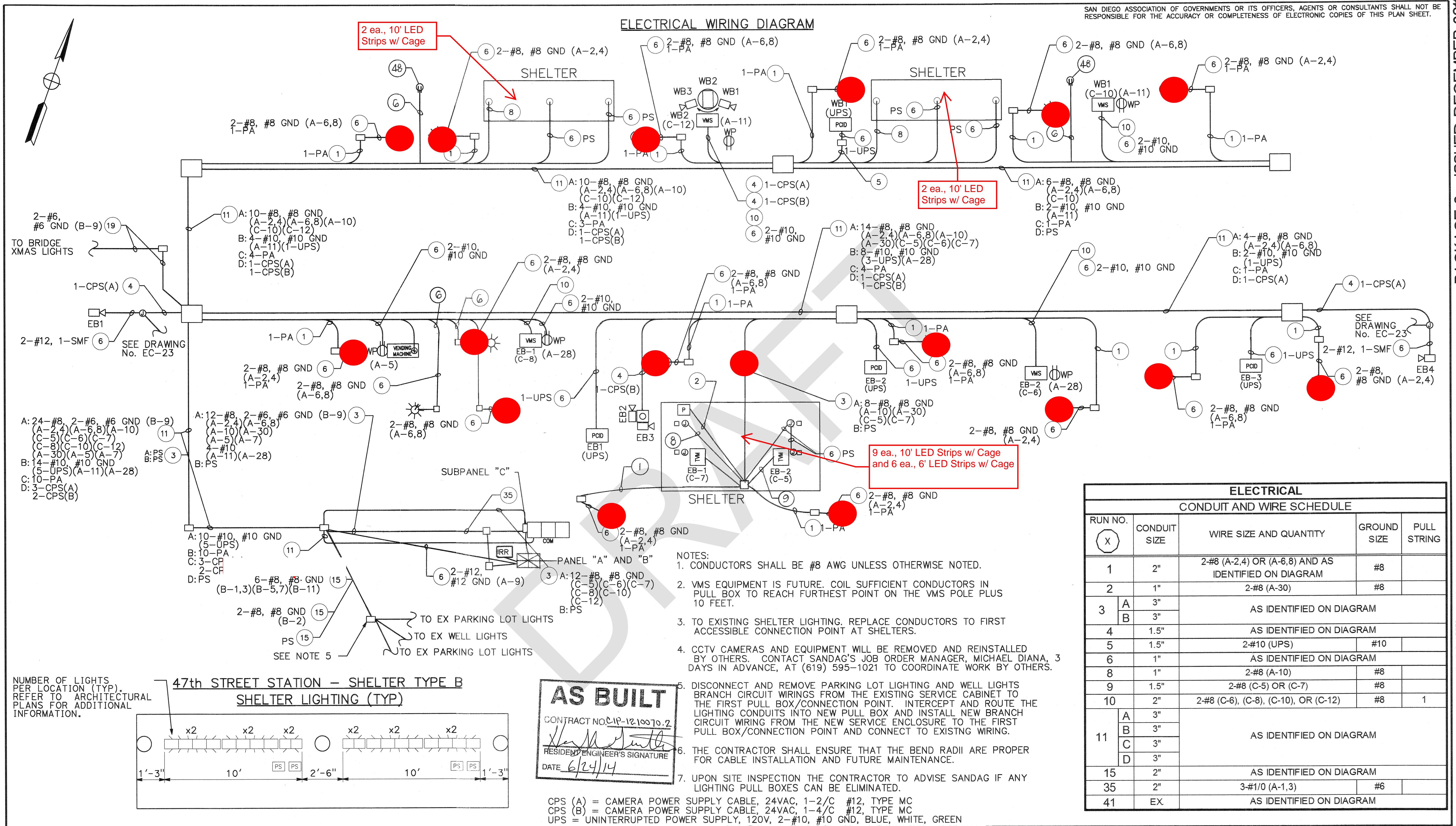
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EC-15
SHEET NO.
209

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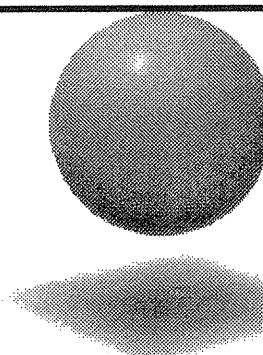
FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

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USERNAME => P10yq
TIME PLOTTED => 14:32

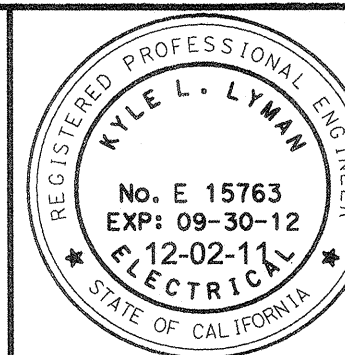


● = Square Pole Light



CH2MHILL

402 WEST BROADWAY
SUITE 1450
SAN DIEGO, CA 92101
(619) 687-0110



DESIGNED BY
K. LYMAN
09/11
DRAWN BY
R. LOYA
09/11
CHECKED BY
H. OOI
09/11
PRJ. ENG.
E. ADAMS
09/11



ORANGE LINE STATION PLATFORM MODIFICATIONS

47TH STREET STATION
ELECTRICAL WIRING DIAGRAM

SCALE NO SCALE
CONTRACT NO.
1210070.2
DRAWING NO.
EC-22
SHEET NO.
216



HNTB
ARCHITECTS ENGINEERS PLANNERS

HOWARD
NEEDLES
TAMMEN &
BERGENOFF

821 SOUTH WESTMORELAND AVE.
LOS ANGELES, CALIFORNIA 90005

213-388-7070



Metropolitan Transit
Development Board
620 "C" STREET, SUITE 400
SAN DIEGO, CALIFORNIA 92101
619-231-1466

**LIGHT RAIL
GUIDEWAY PROJECT**

EAST URBAN LRT LINE STATIONS AND PARKING FACILITIES

CIVIL ENGINEERS

HALL ENGINEERING
2802 JUAN STREET
SAN DIEGO, CALIFORNIA 92110
619-298-6183

UTILITY ENGINEERS

**UTILITY SYSTEMS
ANALYSTS, INC.**
759 8TH AVENUE
SAN DIEGO, CALIFORNIA 92101
619-233-6290

LANDSCAPE DESIGNERS

THE NAKAMAKI GROUP
411 CAMINO DEL RIO SOUTH
SAN DIEGO, CALIFORNIA 92108
619-291-4401

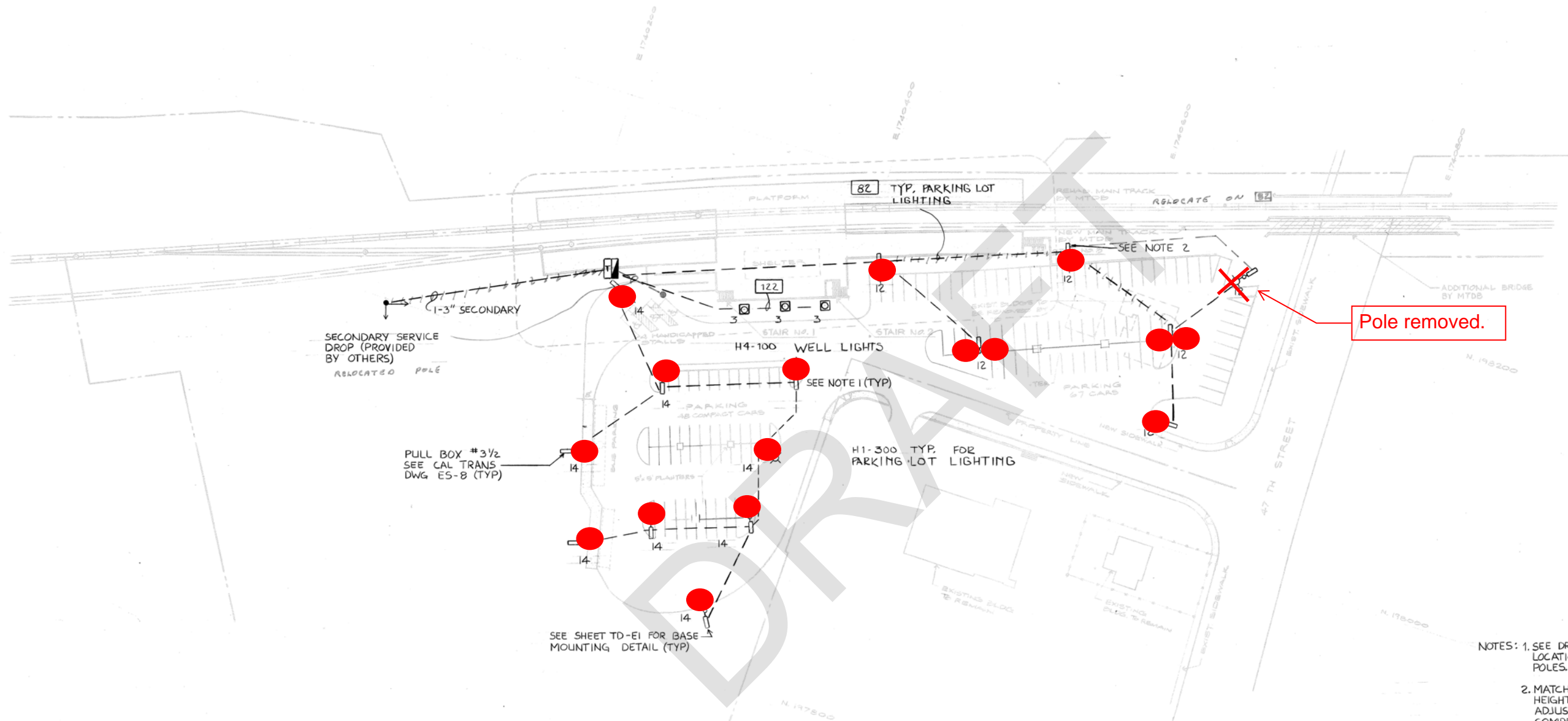
47TH. STREET
SITE ELECTRICAL PLAN

MTDB JOB NO.
LRT-110

SCALE: 1" = 40'
PROJECT NO: 7793
DATE: 2-24-84
DRAWN BY: SAS
CHECKED BY:
REVISIONS:

DRAWING NO.

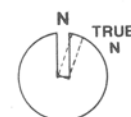
1-E1
SHEET NO. 16 OF 319



PANEL NO. 47	LOCATION: SERVING: 47TH STREET ST.	BUS: 120 / 240 100 AMP 1 Ø 3 W	<input checked="" type="checkbox"/> MAIN C.B. 100 AMP			
INTEGRATED EQUIPMENT SC RATING 10,000 RMS SYMM AMPS		<input type="checkbox"/> FEED THRU LUGS <input type="checkbox"/> SUBFUSED LUGS	<input type="checkbox"/> ISO. GND. BUS			
		<input type="checkbox"/> FLUSH MT.	<input type="checkbox"/> TOP FEED			
		<input type="checkbox"/> SURFACE MT.	<input type="checkbox"/> BOT. FEED			
CIRCUIT DESCRIPTION	KVA	C.B. AMP CKT	AB ØØ	C.B. CKT AMP	KVA	CIRCUIT DESCRIPTION
RECEPT. CLOCK SPRINKLER	1.0	20 1		2 20	1.33	SHELTER LIGHTING (A)
WELL LIGHTS	0.43	20 3		4 20	1.33	SHELTER LIGHTING (B)
SPARE		20 5		6 20	0.5	FARE VENDING
SPARE		20 7		8 20	1.0	CLOSED CIRCUIT TV
PLATFORM LIGHTING	1.42	20 9		10 20		SPACE
	1.74	20 11		12 20	2.83	PARKING LOT LIGHTING
	1.66	20 13		14 20	3.18	
TOTAL CONNECTED LOAD 16.73 KVA 67.7 A		TOTALS / Ø A 2.5 B 8.8		TOTAL DEMAND LOAD 16.73 KVA 68.7 A		

SITE PLAN
SCALE: 1' - 40"

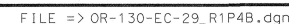
● = Square Pole Light
●● = Double Head Pole Light

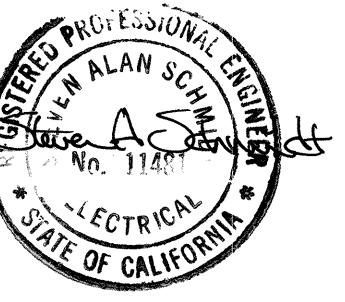


GRAPHIC SCALE

0 10 20 30 40

MTS DOC NO. PWG324.0-21, MTSJOC324-42





HNTB
ARCHITECTS ENGINEERS PLANNERS

HOWARD
NEEDLES
TAMMEN &
BERENSON

821 SOUTH WESTMORELAND AVE.
LOS ANGELES, CALIFORNIA 90006

613-388-7070



Metropolitan Transit
Development Board
820 "C" STREET, SUITE 400
SAN DIEGO, CALIFORNIA 92101
619-231-1488

LIGHT RAIL GUIDEWAY PROJECT

EAST URBAN LRT LINE STATIONS AND PARKING FACILITIES

CIVIL ENGINEERS

HALL ENGINEERING
2802 JUAN STREET
SAN DIEGO, CALIFORNIA 92110
619-288-8183

UTILITY ENGINEERS

**UTILITY SYSTEMS
ANALYSTS, INC.**
759 8TH AVENUE
SAN DIEGO, CALIFORNIA 92101
619-233-8280

LANDSCAPE DESIGNERS

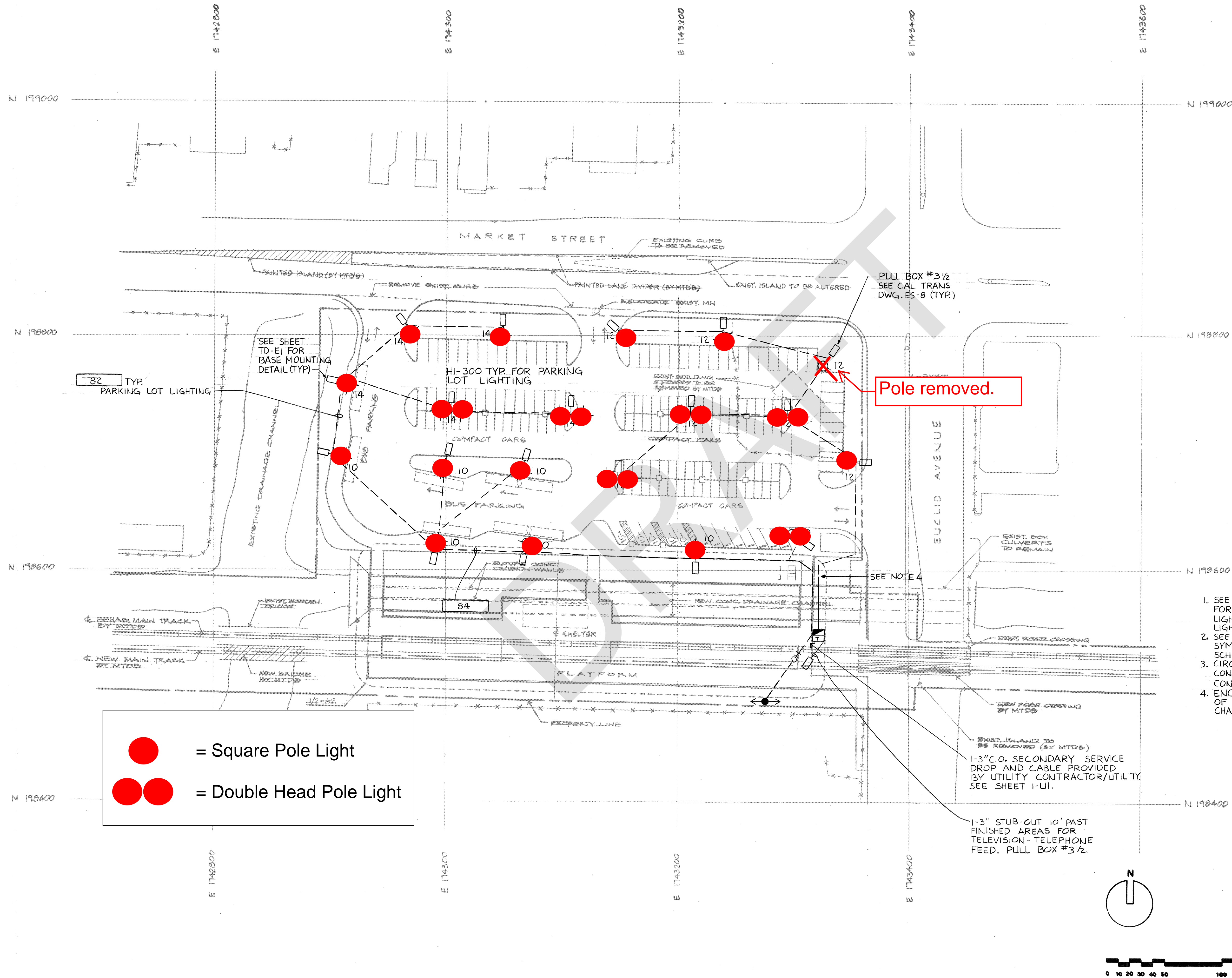
THE NAKAMAKI GROUP
411 CAMINO DEL RIO SOUTH
SAN DIEGO, CALIFORNIA 92108
619-291-4401

EUCLID AVENUE SITE PLAN

MTDB JOB NO.
LRT-110

SCALE: 1" = 1'-0"
PROJECT NO: 7715
DATE: 3-21-84
DRAWN BY: BGP/SEM
CHECKED BY:
REVISED:
SHT 183

2-E1





HNTB
ARCHITECTS ENGINEERS PLANNERS

HOWARD
NEEDLES
TAMMEN &
BERGENCOFF
621 SOUTH WESTMORELAND AVE
LOS ANGELES, CALIFORNIA 90005
213-389-7070



Metropolitan Transit
Development Board
620 "C" STREET, SUITE 400
SAN DIEGO, CALIFORNIA 92101
619-231-1486

**LIGHT RAIL
GUIDEWAY PROJECT**

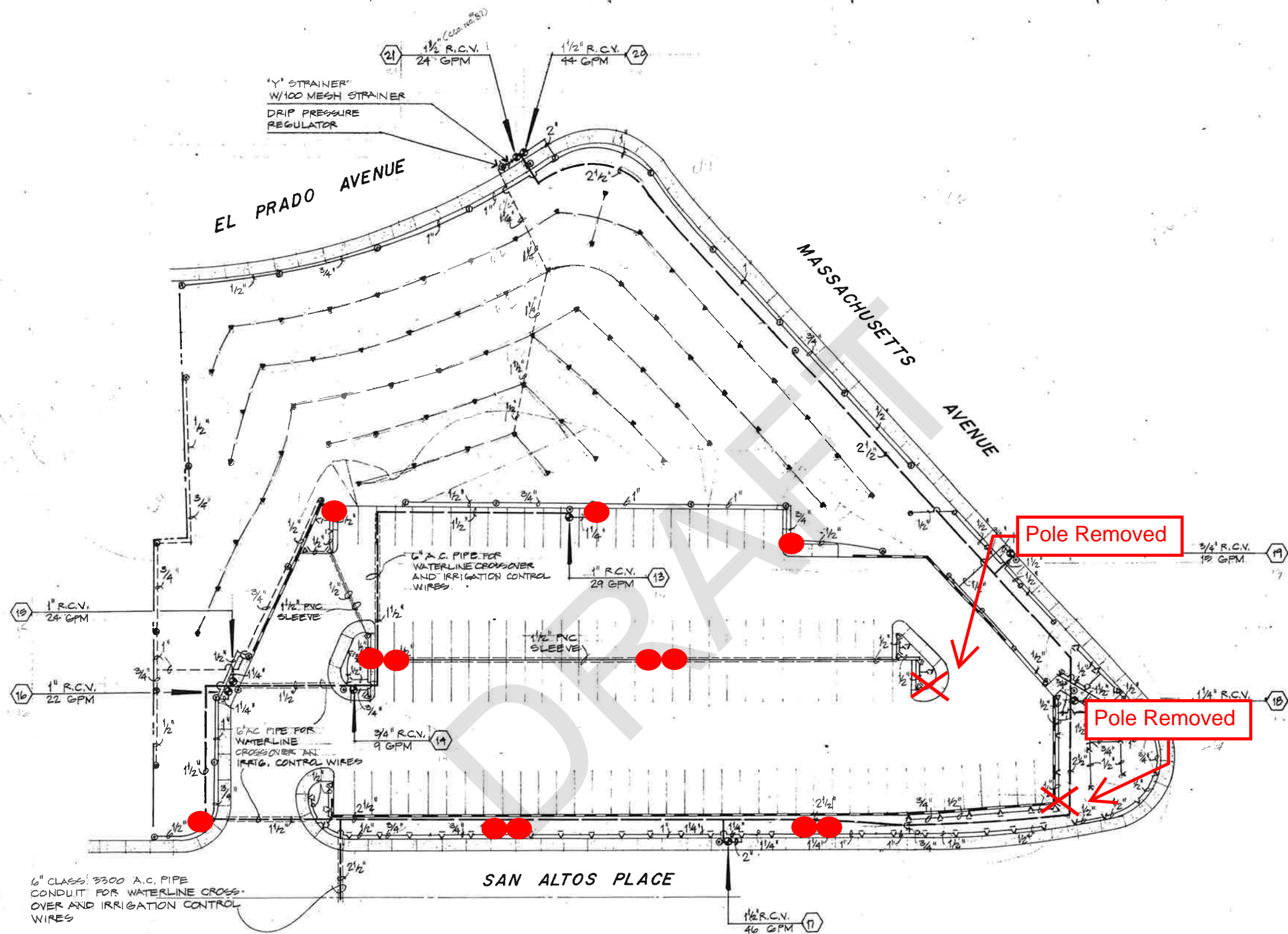
**EAST URBAN LRT LINE
STATIONS AND
PARKING FACILITIES**

CIVIL ENGINEERS
HALL ENGINEERING
2802 JUAN STREET
SAN DIEGO, CALIFORNIA 92110
619-288-8183

UTILITY ENGINEERS
**UTILITY SYSTEMS
ANALYSTS, INC.**
758 6TH AVENUE
SAN DIEGO, CALIFORNIA 92101
619-233-6290

LANDSCAPE DESIGNERS
THE NAKAMAKI GROUP
411 CAMINO DEL RIO SOUTH
SAN DIEGO, CALIFORNIA 92108
619-291-4401

**MASSACHUSETTS
AVENUE**



= Square Pole Light

= Double Head Pole Light

AS BUILT

Contract No. LRT-120

Date 5/12/89

1" = 20'

0

10

20

40

60

80

100

MTDB JOB NO.
LRT -
SCALE 1" = 20'
PROJECT NO. 7793
DATE:
DRAWN BY: J.H.
CHECKED BY:
REVISIONS:

4-L1
117



HNTB
ARCHITECTS ENGINEERS PLANNERS

HOWARD
NEEDLES
TAMMEN &
BERGENDORF
621 SOUTH WESTMORELAND AVE
LOS ANGELES, CALIFORNIA 90005
213-388-7070



Metropolitan Transit
Development Board
620 "C" STREET, SUITE 400
SAN DIEGO, CALIFORNIA 92101
619-231-1466

**LIGHT RAIL
GUIDEWAY PROJECT**

**EAST URBAN LRT LINE
STATIONS AND
PARKING FACILITIES**

CIVIL ENGINEERS
HALL ENGINEERING
2600 JUAN STREET
SAN DIEGO, CALIFORNIA 92110
619-298-8193

UTILITY ENGINEERS
**UTILITY SYSTEMS
ANALYSTS, INC.**
759 8TH AVENUE
SAN DIEGO, CALIFORNIA 92101
619-233-6290

LANDSCAPE DESIGNERS
THE NAKAMAKI GROUP
411 CAMINO DEL RIO SOUTH
SAN DIEGO, CALIFORNIA 92108
619-291-4401

**MASSACHUSETTS
AVENUE**

AS BUILT

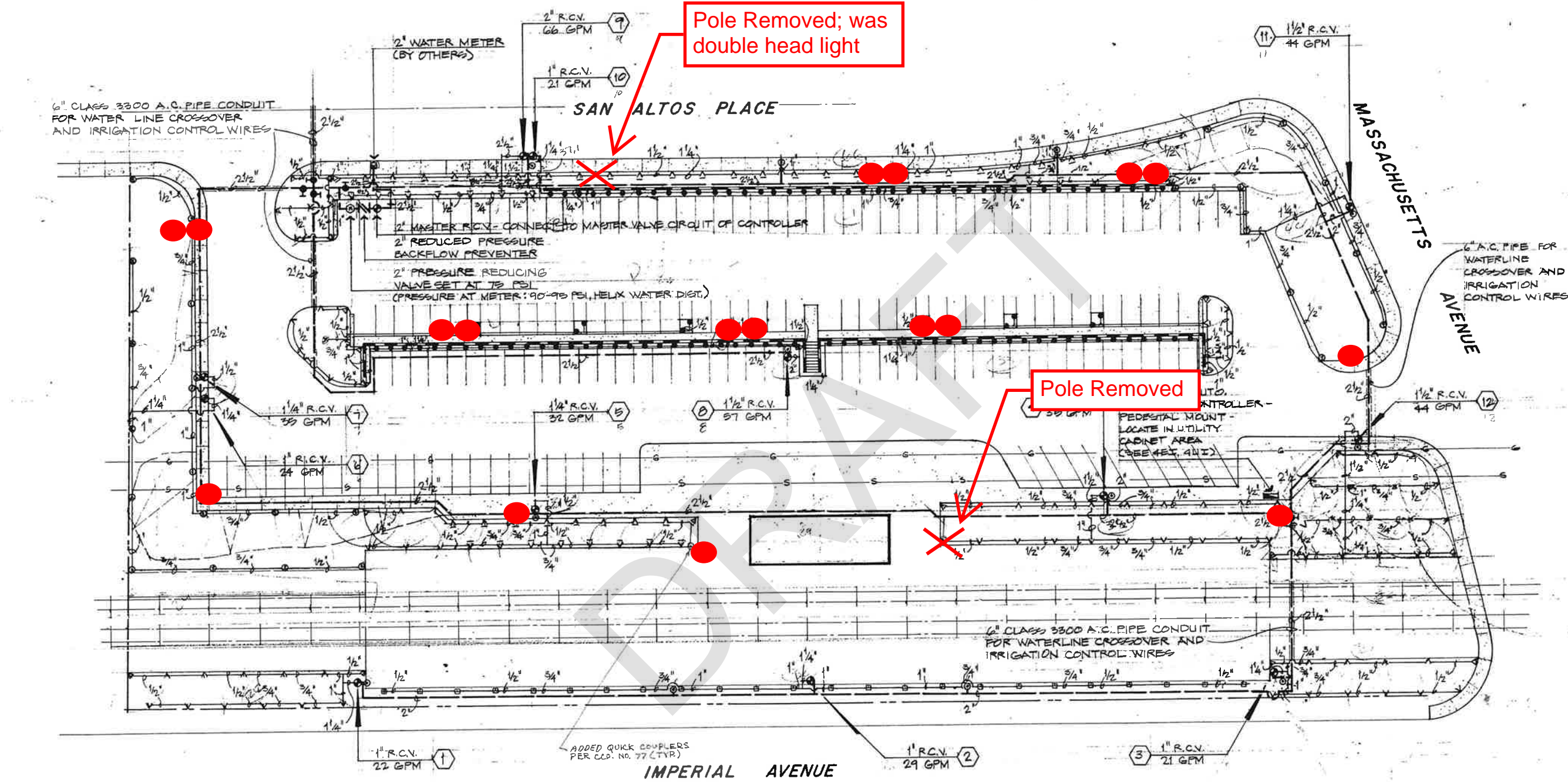
Contract No. LRT-120

Date: 5/12/89

MTDB JOB NO.
LRT-

SCALE 1"=20'
PROJECT NO. 7743
DATE
DRAWN BY J.H.
CHECKED BY
REVISIONS

4-L2



Pole Removed; was double head light

Pole Removed

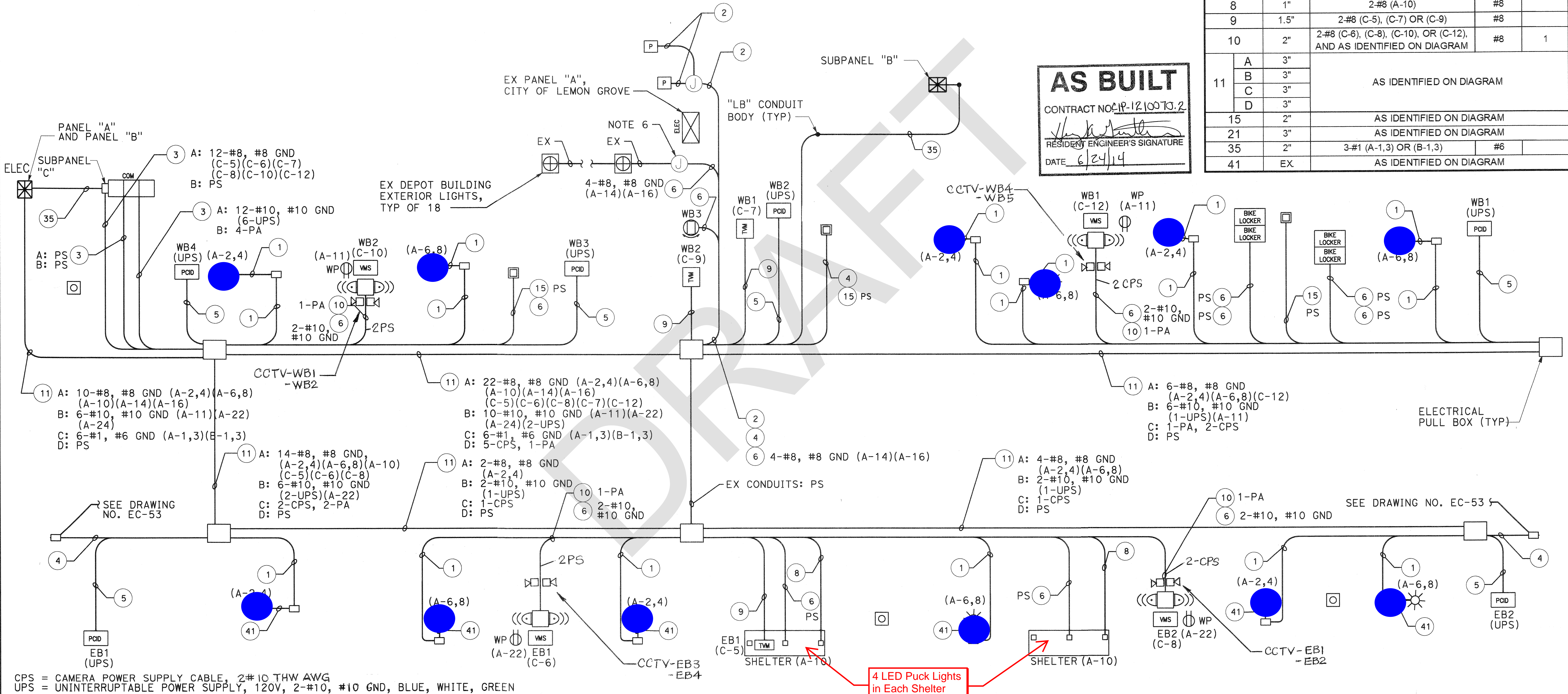
● = Square Pole Light

●● = Double Head Pole Light

- NOTES:
- 1. CONDUCTORS SHALL BE #8 AWG UNLESS OTHERWISE NOTED.
 - 2. VMS EQUIPMENT IS FUTURE. COIL SUFFICIENT CONDUCTORS IN PULL BOX TO REACH FURTHEST POINT ON THE VMS POLE PLUS 10 FEET.
 - 3. CCTV CAMERAS AND EQUIPMENT WILL BE REMOVED AND REINSTALLED BY OTHERS. CONTACT SANDAG'S CCTV JOB ORDER MANAGER, MICHAEL DIANA, 3 DAYS IN ADVANCE, AT (619) 595-1021 TO COORDINATE WORK BY OTHERS.
 - 4. THE CONTRACTOR SHALL ENSURE THAT THE BEND RADII ARE PROPER FOR CABLE INSTALLATION AND FUTURE MAINTENANCE.
 - 5. UPON SITE INSPECTION THE CONTRACTOR TO ADVISE SANDAG IF ANY LIGHTING PULL BOXES CAN BE ELIMINATED.
 - 6. INTERCEPT EXISTING EXTERIOR LIGHTING CIRCUITS AND CONNECT TO NEW BRANCH CIRCUIT WIRING.

SAN DIEGO ASSOCIATION OF GOVERNMENTS OR ITS OFFICERS, AGENTS OR CONSULTANTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

ELECTRICAL				
CONDUIT AND WIRE SCHEDULE				
RUN NO.	CONDUIT SIZE	WIRE SIZE AND QUANTITY	GROUND SIZE	PULL STRING
<div>X</div>				
1	2"	2-#8 (A-2,4) OR (A-6,8)	#8	
2	1"	2-#10 (A-24)	#10	
3	A	AS IDENTIFIED ON DIAGRAM		
	B	AS IDENTIFIED ON DIAGRAM		
4	1"	1-CPS		
5	1"	2-#10 (UPS)	#10	
6	1"	AS IDENTIFIED ON DIAGRAM		
8	1"	2-#8 (A-10)	#8	
9	1.5"	2-#8 (C-5), (C-7) OR (C-9)	#8	
10	2"	2-#8 (C-6), (C-8), (C-10), OR (C-12), AND AS IDENTIFIED ON DIAGRAM	#8	1
11	A	3"	AS IDENTIFIED ON DIAGRAM	
	B	3"		
	C	3"		
	D	3"		
15	2"	AS IDENTIFIED ON DIAGRAM		
21	3"	AS IDENTIFIED ON DIAGRAM		
35	2"	3-#1 (A-1,3) OR (B-1,3)	#6	
41	EX.	AS IDENTIFIED ON DIAGRAM		



CPS = CAMERA POWER SUPPLY CABLE, 2-#10 THW AWG
UPS = UNINTERRUPTIBLE POWER SUPPLY, 120V, 2-#10, #10 GND, BLUE, WHITE, GREEN

402 WEST BROADWAY
SUITE 1450
SAN DIEGO, CA 92101
(619) 687-0110

DESIGNED BY	C. STONE	DATE	9/11
DRAWN BY	E. MAECHLER		9/11
CHECKED BY	K. LYMAN		9/11
PRJ. ENG.	E. ADAMS		9/11

ORANGE LINE STATION PLATFORM MODIFICATIONS

LEMON GROVE DEPOT STATION
ELECTRICAL WIRING DIAGRAM

SCALE		NO SCALE	
CONTRACT NO.		1210070.2	
DRAWING NO.	EC-52	SHEET NO.	246

FILE => 7-OR-130-EC-52_R2P10.dgn

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES



PACKAGE 10 - ISSUED FEBRUARY 2012
DATE PLOTTED => 09-FEB-2012
TIME PLOTTED => 18:49
USERNAME => rmuoz



A tactile information sign shall be positioned directly behind the directional bar mat at the back of platform. If the tactile information sign cannot be located in this position due to other platform equipment or causes obstruction to pedestrian flow, the bar mat location shall be adjusted a maximum of 2 feet in either direction along the platform to accommodate the placement of the tactile information sign, which provides the station name and destination in Braille and in raised letters.

7.3 International Symbol of Accessibility

The international symbol of accessibility shall be painted behind the detectable warning on the platform at the first door of the first car to line up with the wheelchair lift location, as shown in the Standard Plans, in accordance with ADA Standards for Accessible Design. The international symbol of accessibility shall be located on the plans so that the area is kept clear for wheelchair maneuverability.

7.4 Lighting

a) General

The lighting criteria contained herein are intended to provide functional and aesthetic guidelines necessary to design lighting for stations, parking lots, bus transfer areas, and any special structures of the transit system and to ensure a safe and comfortable environment. Conformance with these criteria is required to ensure consistency for system facilities and to provide intended maintenance quality, convenience, safety, and efficiency of the transit facility.

General objectives for lighting are as follows:

- Promote safety by identifying and properly illuminating areas and elements of potential hazard
- Enhance the system's visual and functional clarity by differentiating between site circulation networks, station entrances, and platforms
- Reinforce the presentation of graphic messages
- Minimize impact on surrounding properties

b) Codes and Standards

Lighting and emergency systems shall be in accordance with applicable codes and standards as listed below:

- American National Standards Institute C2 National Electrical Safety Code
- National Fire Protection Association (NFPA) 70 National Electrical Code
- NFPA 101 Life Safety Code
- NFPA 110 Standard for Emergency and Standby Power Systems
- NFPA 130 Standard for Fixed Guideway Transit System
- CBC



- Illumination Engineering Society Lighting Handbook
- Underwriters' Laboratories
- San Diego Gas & Electric Service Standards and Guide Manual
- Americans with Disabilities Act Accessibility Guidelines, Section 10.3.1(11)

c) Standard Elements

- 1) Where possible, luminaries and lamp types shall be standardized system wide to provide design and perceptual unity and simplify maintenance requirements. If system-wide standardization cannot be obtained, at a minimum, standardization within each station shall be provided and material and model types shall be standard "off-the-shelf" items for ease of replacement and maintenance. Light poles are often used to mount appurtenances such as public address speakers, signs, and video cameras. Designers shall account for these loads when sizing the poles.
- 2) Light fixtures and standards shall be incorporated into the structural and architectural elements of the stations as follows:
 - Signage
 - Platform
 - Shelters
 - Seating areas
 - Fare vending and validator equipment
 - Ramps, stairs, walls, and rails
 - Bus loading areas
 - Pedestrian walkways and crossings
 - All parking areas
- 3) All lighting provided for stations and parking lots shall be full color spectrum. All light controls will work with a photo cell and time clock. Lighting circuits shall be designed so that reduced lighting levels could be provided after Trolley service ends by allowing alternate lights to be turned off.
- 4) Station platform lights shall be mounted at a minimum of 15 feet high, spaced to meet the minimum illumination criteria but spaced at not more than every 60 feet apart. All station shelters shall have vandal-resistant lighting under the covered area. Parking lot lights shall be installed 30 feet above the ground. Fixtures shall be resistant to vandalism. Lights shall continue to operate when adjacent lights of a circuit fail.

d) Illumination Levels

Illumination levels shall define and differentiate between station areas, decision and transition points, and areas of potential hazard. In addition to quantity of light, illumination levels shall be uniform and minimize glare. Luminaries shall be so selected, located, and/or aimed that while accomplishing their primary purpose they will produce a minimum



of objectionable glare or interference with vehicular traffic, neighboring areas, and Trolley operations. Illumination levels for specified locations shall be as follows:

<u>Location</u>	<u>Footcandles</u>	
At-grade and aerial station platforms	5	
Fare collection, fare vending, and concession areas	15	
Stairs, escalators, and passageways	15	
Elevators	15	
	Minimum	
	<u>Normal</u>	
Vehicular access roadways	2	
Bus loading/unloading	5	
Kiss-and-ride	5	
Open parking	2	
	Average	
	Normal	
Underguideway parking	2	
Covered parking structures:		
Entrances	2	50*
Traffic lanes	2	10*
Storage	1	5*
Pedestrian ways:		
Walkways, ramps, and bridges	5	
Tunnels and passages	5	
At-grade crossings	5	
Yards and maintenance areas	5	
Traction power substations	50	Inside
Traction power substations	2	Outside
Emergency egress routes	1	

*Sum of electric and daylight

e) Illumination Plan

An illumination plan shall be submitted prior to the start of final design showing source locations and probable illumination levels in the field of areas to be lighted. This plan shall be the basis for completing the lighting design plans. Lighting design plans shall be



overlaid with civil, architectural, structural, signage, electrical, and utility plans and all conflicts shall be resolved.

f) Emergency Lighting

Emergency lighting shall be provided for aerial and subterranean stations. Illumination level shall be as indicated in (d) above.

Exit lights, lights for essential signs, and emergency lights shall be included in the emergency lighting circuit. They shall be provided with a separate neutral and shall be separately wired from emergency distribution panels.

g) Emergency Backup Power System

The design of emergency backup power systems for emergency lighting and communication systems shall comply with all applicable federal, state, and local rules and regulations for the facility, in particular the NFPA. Upon loss of normal power, emergency circuits shall be in operation for 90 minutes, drawing power from the uninterruptible power system or other emergency lighting systems. A manual change-over switch and a receptacle shall be provided to accept a portable standby generator for the emergency lighting only. Additional loads for the backup power system shall be included at the direction of the Project Manager. Upon approval from SANDAG, a battery and charger system may be used in place of an uninterruptible power system design.

7.5 Trash Receptacles

Trash receptacles shall be provided on all station platforms and shall be coordinated with seating units. Trash receptacles shall be coordinated with the station finish materials and allow for easy service access and maintenance. Trash can enclosures shall be lockable and sized to accommodate a 300gallon trash can. Enclosures shall be secured to the surface to prevent removal by patrons but allow removal for maintenance. The number of trash can receptacles shall be determined based on estimated ridership for the station.

When finish is a painting or coating system, specifications should reflect custom color-matching with other elements of the station, platform, or canopy.

At key transit stations designated by the Metropolitan Transit System, explosion-resistant trash receptacles shall be provided, conforming to current Transit Security Administration requirements.



SANDAG – GCC
 Baltimore Wye CFO
 7918 El Cajon Blvd., Ste. N #296
 La Mesa, CA 91942-3710
 (619) 797-0780
 Fax (619) 797-0785

SANDAG
 Submittal No. **143B**

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1/21/13
Baltimore CFO

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Supplementary Submittal Cover Sheet

Date: 4/10/13
 Contractor: WCGC/HMS
 Contractor
 Submittal No.: 143B

File: Contract No. 5001840
 Project No. CIP - 1210070.2
 Orange Line Station Platform
 Modifications Project (LFSOL)

The following submittal was received by the Construction Manager, please review and accept and/or approve the attached submittal.

DESCRIPTION	SPECIFICATION	CCO/ITEM NO.	STATUS
Type A, B, C & Kal. Light Shields	Sect. 20	CO-40.1	EAN

CM Comments:

1. Submittal approved for enclosure, perforated shield, lock and hinge materials.
2. Enclosure Lengths for Type A, B & C lights to be determined by field measurements by contractor.
3. Type "A" lights will have 3 rows of LED's, not 1 as described in the table on sheet 3 of 3.
4. Provide detail for cable covers, ballast/power supply covers.
5. Provide detail for lock mechanism "catch".

MEMBER AGENCIES

Cities of
 Carlsbad
 Chula Vista
 Coronado
 Del Mar
 El Cajon
 Encinitas
 Escondido
 Imperial Beach
 La Mesa
 Lemon Grove
 National City
 Oceanside
 Poway
 San Diego
 San Marcos
 Santee
 Solana Beach
 Vista
 and
 County of San Diego

ADVISORY MEMBERS

Imperial County
 California Department
 of Transportation
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 Transit System
 North San Diego County
 Transit Development Board
 United States
 Department of Defense
 San Diego
 Unified Port District
 San Diego County
 Water Authority
 Mexico

CM APPROVAL STAMP

DOCUMENT STATUS	
1. <input type="checkbox"/> NO EXCEPTIONS TAKEN	
2. <input checked="" type="checkbox"/> EXCEPTIONS AS NOTED	
3. <input type="checkbox"/> REVISE AS NOTED AND RESUBMIT	
Any action shown does not relieve the contractor of the responsibility/liability for the accuracy of this submittal or for full compliance with the contract documents.	
Contract No.: <u>5001840</u>	Date: <u>4/10/13</u>
By: <u>[Signature]</u> SAN DIEGO ASSOCIATION OF GOVERNMENTS	

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RECEIVED
4/10/13
Baltimore CFO



West Coast General Corp.
13700 Stowe Drive Suite 100
Poway, California 92064
Phone: (619) 561-4200
Fax: (619) 561-4205

Att. A, A12/24
By Wendy Casdorff at 8:06 am, Jan 21, 2013

Submittal #143.B 19-2 -

Project: 2011.03 - Orange Line Station Platform Modifications
1787 San Altos Pl
San Diego, California 92109
Phone: 6195850917
Fax: 6195851502

Type A, B, C and Kaleidoscope Shelters Light Shields Shop Drawing Revised

APPROVERS:	Larry Washburn (CALDROP Corporation)	CREATED BY:	Joe Solorzano(West Coast General Corporation)
DATE CREATED:	01/19/2013	STATUS:	Open
ISSUE DATE:	01/18/2013	REVISION:	B
RECEIVED FROM:	Joe Solorzano (West Coast General Corporation)	RECEIVED DATE:	
DUE DATE:		SUBMIT BY:	
TYPE:	Shop Drawing	LOCATION:	
COST CODE:		SPEC SECTION:	19-2 -
BALL IN COURT:	Larry Washburn (CALDROP Corporation)		
COPIES TO:	Larry Washburn (CALDROP Corporation), Nick Walters (West Coast General Corporation), Pam Vick (SANDAG), Joe Solorzano (West Coast General Corporation), Linda Rivera (West Coast General Corporation), Ronald Kempf (CALDROP Corporation)		
DESCRIPTION:	Revised light fixture submittal attached. Revision date 1.18.13		
ATTACHMENTS:	Whipple Shelter Light Fixture Revised 1.18.13.pdf		

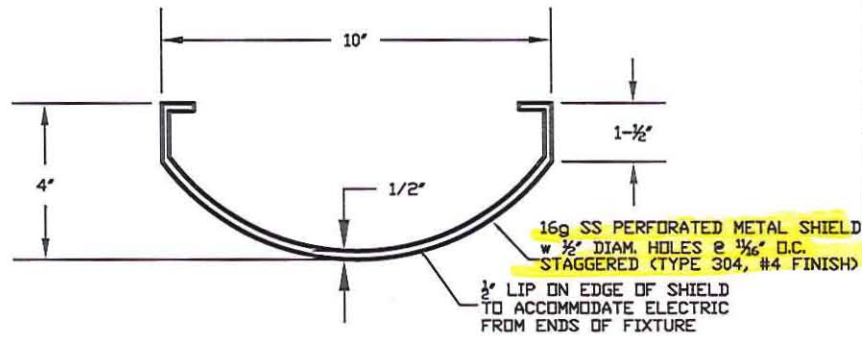
APPROVER RESPONSES

NAME	DATE SENT	DATE RETURNED	STATUS	ATTACHMENTS	COMMENTS
Larry Washburn	01/19/2013		Pending		

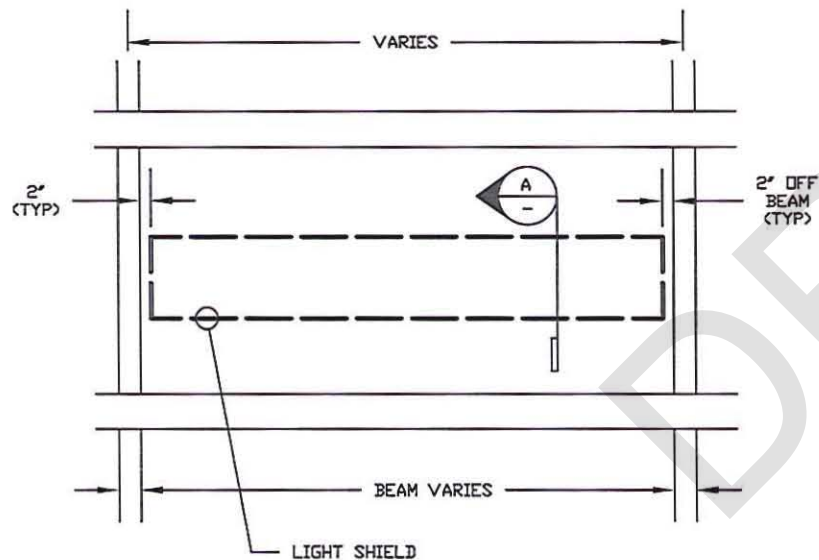
BY

DATE

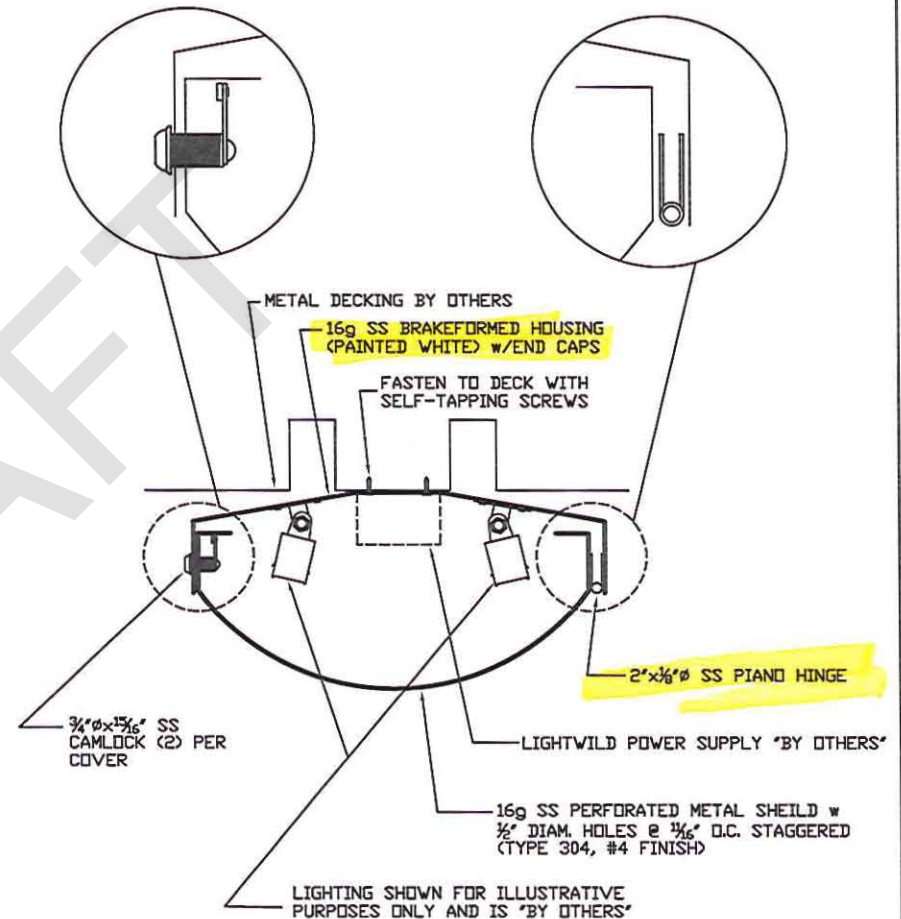
COPIES TO



(C) PROFILE VIEW
N.T.S.



(B) PLAN VIEW
N.T.S.



(A) CROSS SECTION
N.T.S.

DAVE WHIPPLE SHEET METAL, INC.
1077 N. CUYAMACA ST.
EL CAJON, CA 92020
PH. 619-562-6962 LIC# 736812 FX. 619-562-7278

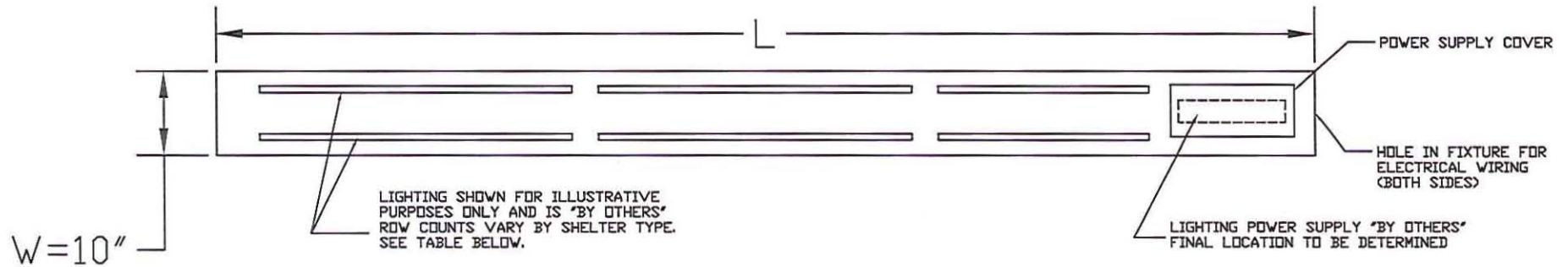
SANDAG ORANGE LINE STATION PLATFORM MOD'S

TYP. LIGHT SHIELD DRAWING

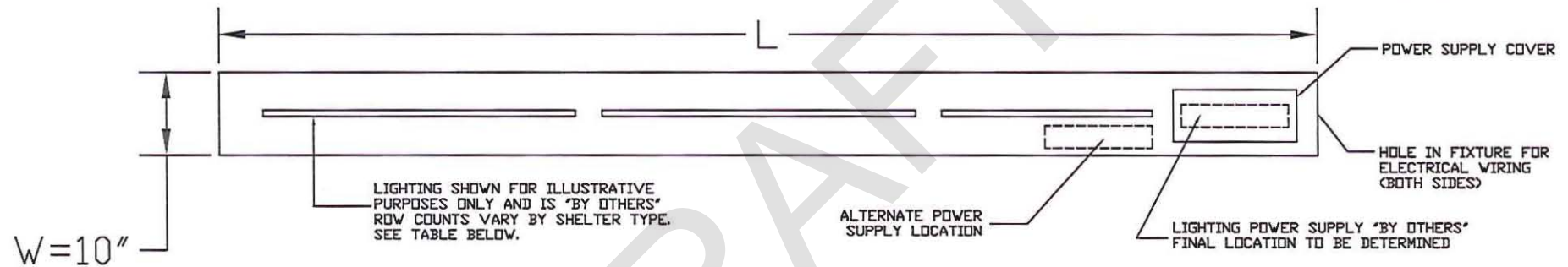
DATE: 1-10-13

DRAWN BY: JSF

SHEET: 1 of 3



Ⓓ TYPICAL LIGHT CONFIGURATION - TYPE B & C SHELTERS
N.T.S.



Ⓔ TYPICAL LIGHT CONFIGURATION - TYPE A SHELTERS
N.T.S.

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1077 N. CUYAMACA ST.
EL CAJON, CA 92020
PH. 619-562-6962 LIC# 736812 FX. 619-562-7278

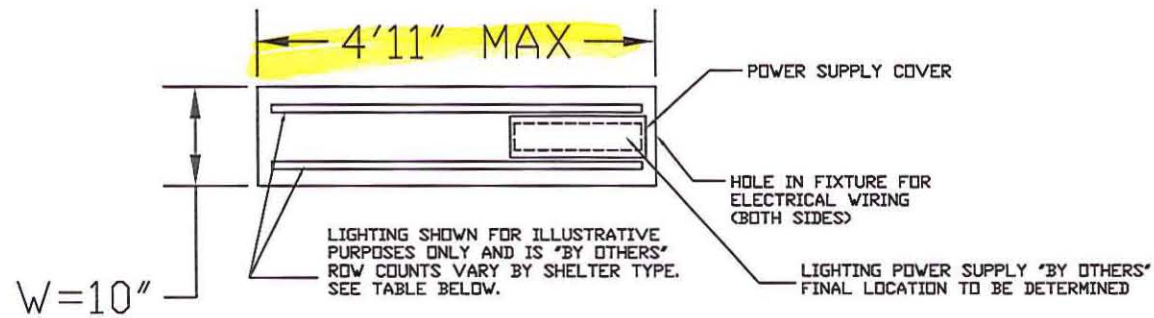
SANDAG ORANGE LINE STATION PLATFORM MOD'S

TYP. LIGHT SHIELD DRAWING

DATE: 1-10-13

DRAWN BY: JSF

SHEET: 2 of 3



(F) TYPICAL LIGHT CONFIGURATION - KALEIDOSCOPE SHELTERS
N.T.S.

NOTES:

1. FIXTURE LENGTH (L) TO VARY BY SHELTER TYPE AND FIXTURE LOCATION
2. FIXTURE WIDTH (W) TO BE 10" FOR ALL SHELTER TYPES
3. LIGHT ROW COUNTS WERE DETERMINED USING SHELTER DETAILS IN THE PLANS
4. LIGHTING & POWER SUPPLY LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ULTIMATE LOCATIONS FOR LIGHTS SHALL BE DETERMINED BY OTHERS IN A SEPARATE SUBMITTAL.
5. LIGHT SIZING IS DIAGRAMATIC. ACTUAL SIZING WILL BE BASED ON THE LIGHTING DIAGRAMS LOCATED IN THE ELECTRICAL PLANS.

LIGHT ROW COUNTS BY SHELTER

SHELTER TYPE	# LIGHT ROWS
TYPE A	1 ROW 3 ROWS
TYPE B	2 ROWS
TYPE C	2 ROWS
KALEIDOSCOPE	2 ROWS

DAVE WHIPPLE SHEET METAL, INC.
1077 N. CUYAMACA ST.
EL CAJON, CA 92020
PH. 619-562-6962 LIC# 736812 FX. 619-562-7278

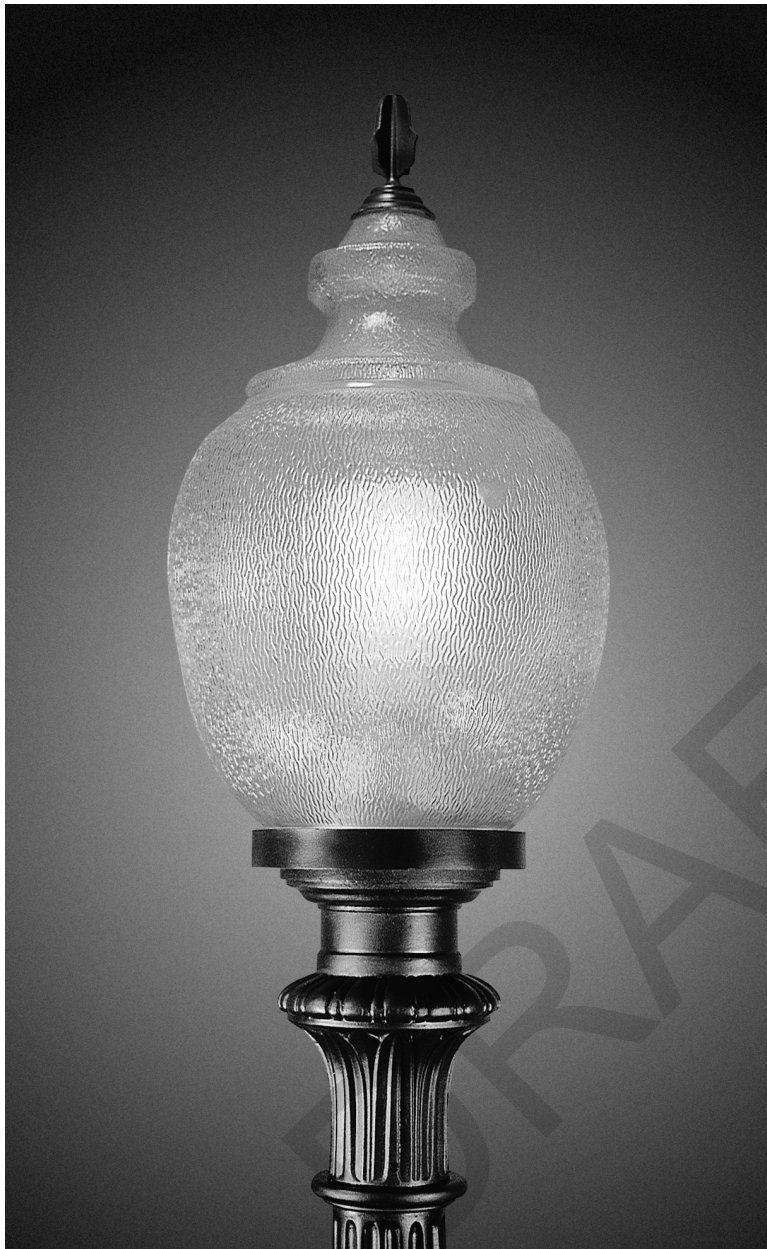
SANDAG ORANGE LINE STATION PLATFORM MOD'S

TYP. LIGHT SHIELD DRAWING

DATE: 1-10-13

DRAWN BY: JSF

SHEET: 3 of 3



A25 W FPF

CONSTRUCTION

The luminaire has an acorn globe in clear textured acrylic or optional clear or white textured polycarbonate with a cast aluminum base/ballast housing. Luminaire is available with a large variety of base styles from which to select. An optional cast aluminum finial, finial and brass band or spun aluminum top is available. All hardware is stainless steel.

INSTALLATION

The luminaire mounts on a 3" O.D. x 3" tall tenon with six, 1/4-20 socket set screws. Luminaire with the B series luminaire base mounts on a 8.25" O.D. ring. The globe is removed from the luminaire base by loosening 4 stainless steel set screws, providing complete access to the lamp and ballast assembly. Ballast assembly has tool-less access and is furnished with a quick disconnect. To access ballast assembly, release spring tab, rotate cover, then lift out ballast tray.

OPTICS

Luminaire is furnished with an H.I.D. ballast and socket assembly or a 42 watt compact fluorescent socket and ballast. The luminaire is UL listed and labeled as suitable for wet locations. Sockets are glazed porcelain, medium base, with a copper alloy nickel-plated screw shell and center contact. Ballasts are core and coil, high power factor, regulating type.

FINISH

The luminaire has a powder coat finish utilizing a premium TGIC polyester powder. The finish is a three-stage process which consists of drying, powder application and curing. Before coating, the parts are treated with a five-stage pretreatment process, consisting of a heated alkaline cleaner, rinse, phosphate coating, rinse and sealant.

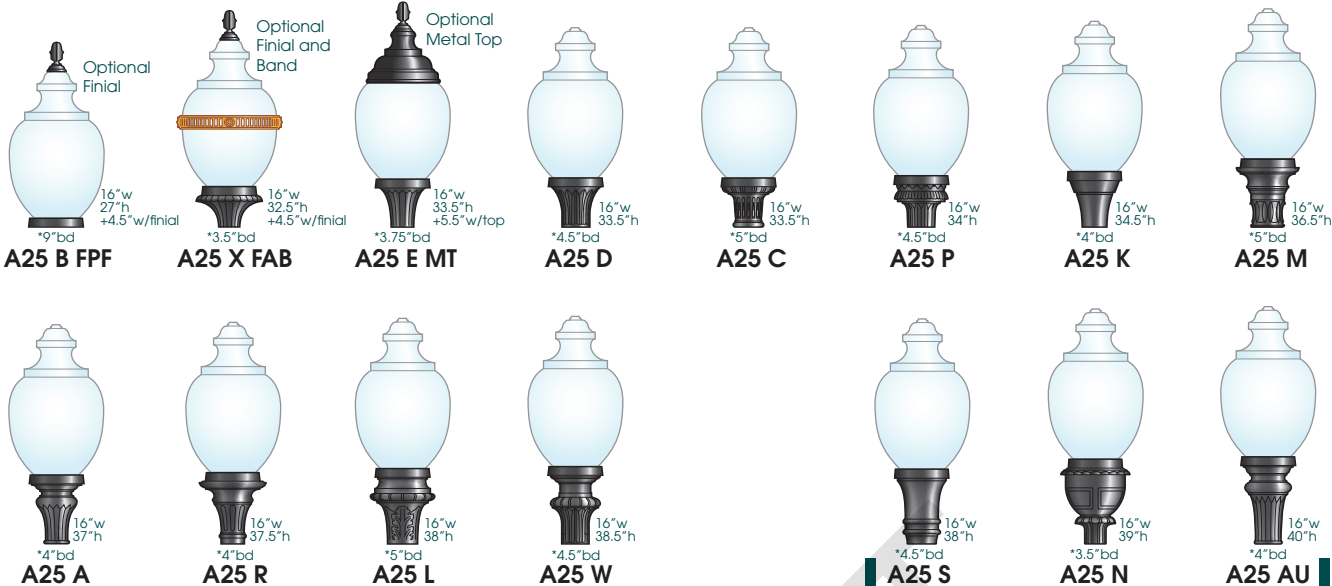
ANTIQUE Street Lamps™

An **Acuity** Brands Company

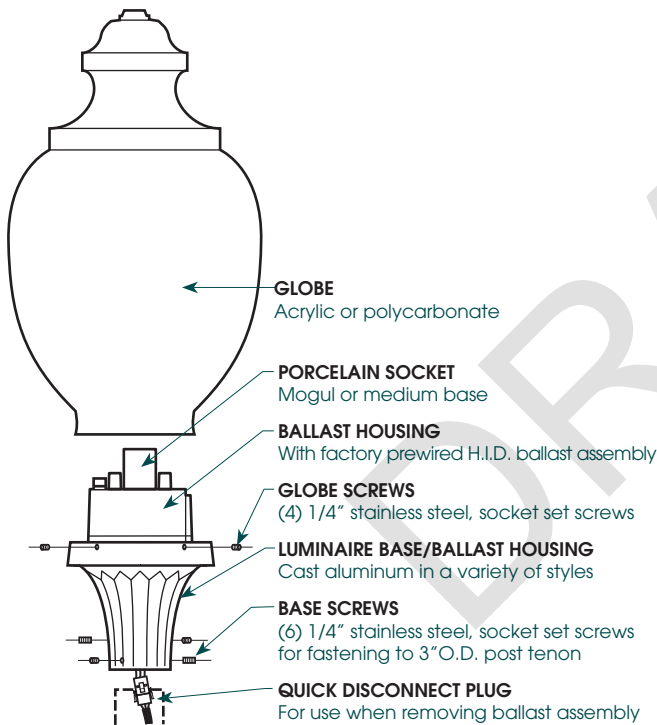
2011-B W. Rundberg Lane • Austin, TX 78758
ph. (800)410-8899 • fax (512)977-9622
www.antiquestreetlamps.com
Acuity Lighting Group, Inc.

A25 WITH LUMINAIRE BASE CHOICE

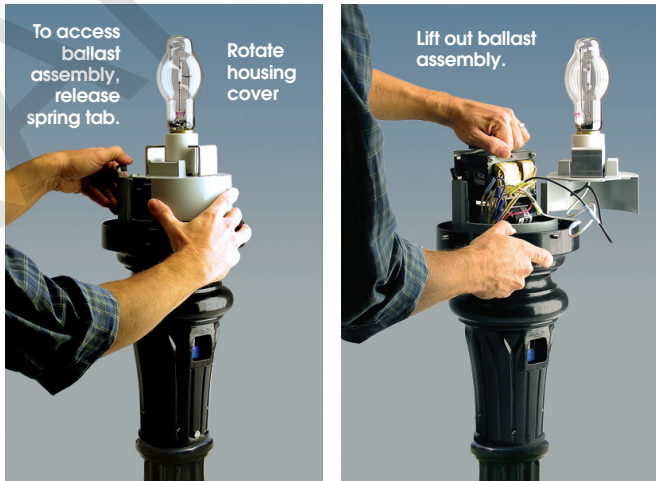
* bd dimensions are the diameter at the base



Twist & Lock photoelectric cell options available with luminaire bases S, N and AU only.



TOOL-LESS BALLAST HOUSING



LUMINAIRE BASE WITH BALLAST HOUSING AND SOCKET REMOVING BALLAST ASSEMBLY

Note: Lamp is not furnished with the luminaire.

ORDERING GUIDE

Sample Catalog no: A25 E 150M MED GR5 TB1 PEB1 ANBK

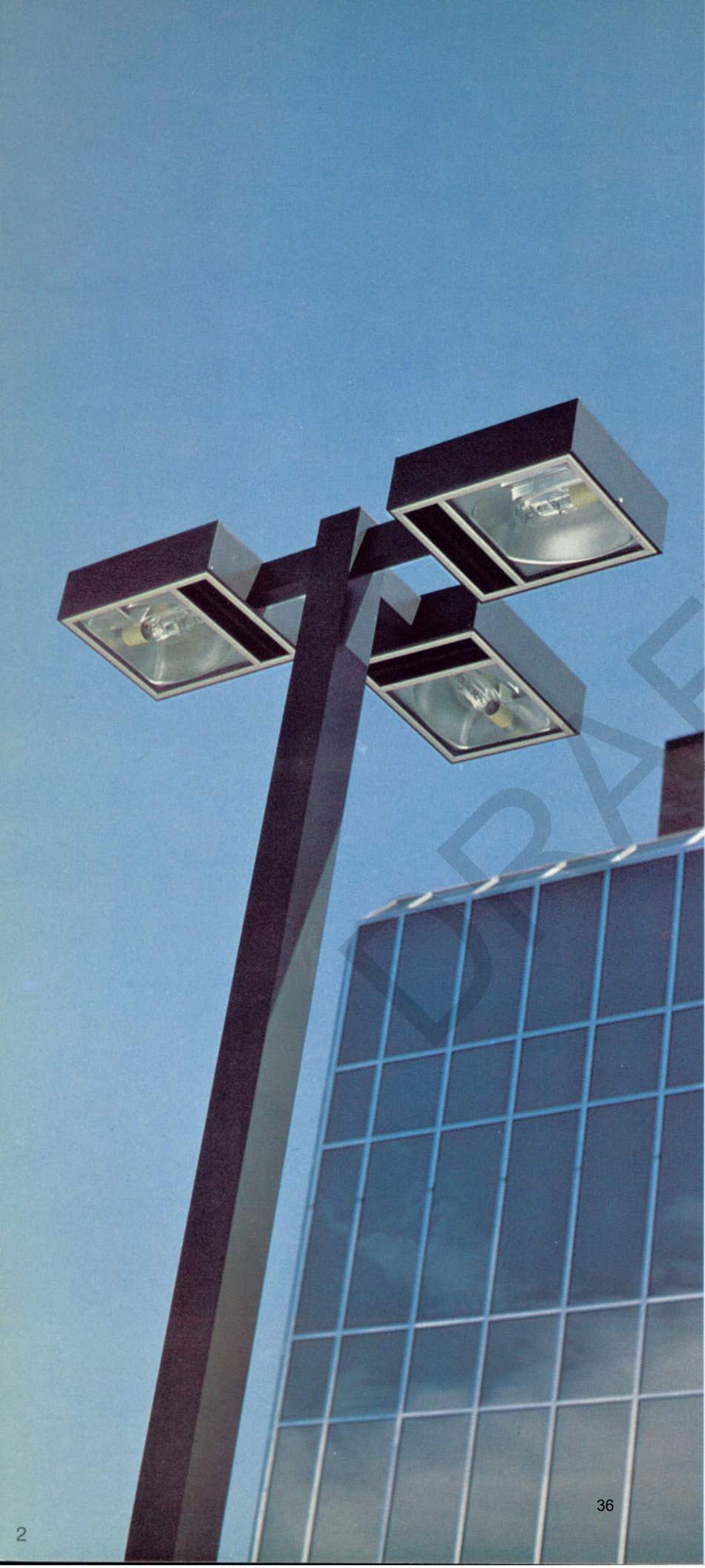
Series	Wattage/Lamp	Lens Material	Distribution	Voltage ¹	Options	Finish ²
A25 B A25 X A25 E A25 D A25 C A25 P A25 K A25 M A25 A A25 R A25 L A25 W A25 S ³ A25 N ³ A25 AU ³	Metal Halide 50M MED 70M MED 100M MED 150M MED 250M MOG ⁴ High Pressure Sodium 50S MED 70S MED 100S MED 150S MED 250S MOG ⁴ Compact Fluorescent 42TRT	ACT Acrylic, Clear Textured (Std) PCT Polycarbonate, Clear Textured PWT Polycarbonate, White Textured	GR5 Glass refractor, Type V GR3 Glass refractor, Type III LBR5 Low Bright, Refl., Type V	TB1 120 volt TB2 208 volt TB3 240 volt TB4 277 volt 347 347 volt 480 ¹ 480 volt	FPF Finial FAB Finial and Band MT Metal Top HS House Side Shield PEB1 Photoelectric cell button 120v PEB2 Photoelectric cell button 208, 240, 277v PER ³ Twist-Lock Photocontrol Receptacle PE1 ³ NEMA Twist & Lock PE 120, 208, 240v PE3 ³ NEMA Twist & Lock PE 347v PE4 ³ NEMA Twist & Lock PE 480v PE7 ³ NEMA Twist & Lock PE 277v SF Single Fuse DF Double Fuse MTS DOC NO. PWG324.0-21, MTSJOC324-42	ANBK Black ANDB Dark Bronze ANDG Dark Green ANPP Prime Painted CM Custom Match CS Custom Select RAL colors

NOTES:
1. Multi-tap Ballast (120, 208, 240, 277v), (120, 277, 347v in Canada).
For wattages under 70S or 70M contact ASL for voltage availability.
2. For finish and color options, see Finish section in catalog or contact ASL.
3. Twist & Lock Photo Control only available with N, S, and AU bases.
4. 250M & 250S not available with luminaire bases X, E, K, D, P and C.
5. Consult factory for wattages for B Series Luminaire Base.

ANTIQUE Street Lamps[™]
An *Acuity* Brands Company

Att. A, AI 12, 00/12/21





CONTENTS

- 4 General Features
- 8 Steel Pole Specifications
- 10 Aluminum Pole Specifications
- 18 Base Styles/Options
- 20 Wind Loading Tables
- 23 Electro Static Finishing
- 24 Ordering Guide
- 25 Colors/Finishes

The Sterner Pole. Probably the most carefully built pole you can specify.

When we design and build poles we carefully consider the entire process, from concept to installation. Nothing is overlooked. Options, styles, shapes, sizes, finishes, quality controls, testing, shipping, installation, operation, maintenance. They all count when it comes to providing a product we can be proud of — because long after the installers have left, the value must remain.

Even this catalog has been carefully considered. This is your complete guide to orderings poles and selecting finishes for poles and luminaires. Although it is intended to answer all of your questions, don't hesitate to ask our assistance if the information you need is not included. Our representatives are backed by a complete engineering department with considerable computer capabilities to help you meet any particular design or specification requirements. We want to help you make the best selection possible.

A word about our Wind Loading Data.

Sterner Steel and Aluminum Poles are wind load rated in accordance with AASHTO's "Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" dated 1980. The Wind Load Rating Number listed in each pole chart is the calculated Allowable Projected Area (corrected for shape) at an 80 mph steady wind *plus* a 1.3 Gust Factor.

Additional calculations for 90, 100, and 110 mph steady winds plus 1.3 Gust Factor are shown for most pole types on pages 20 and 21.

If your project calls for other requirements, contact your Sterner representative for appropriate data.

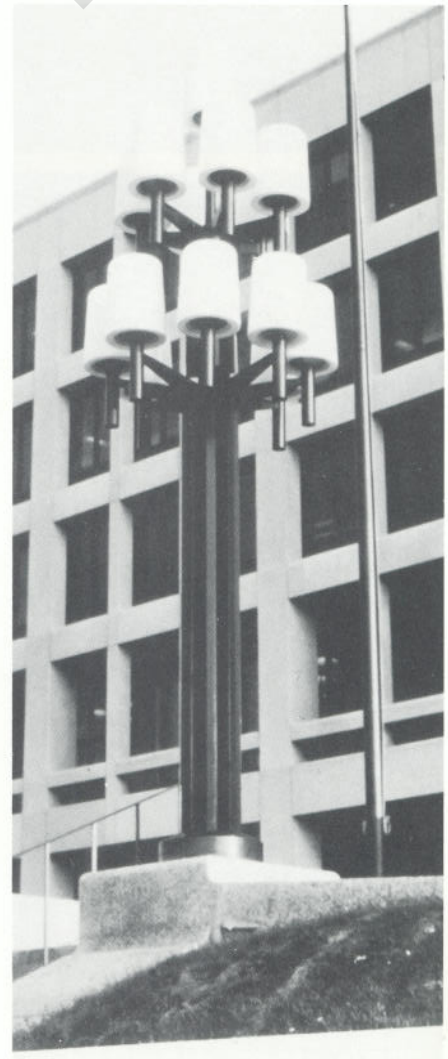
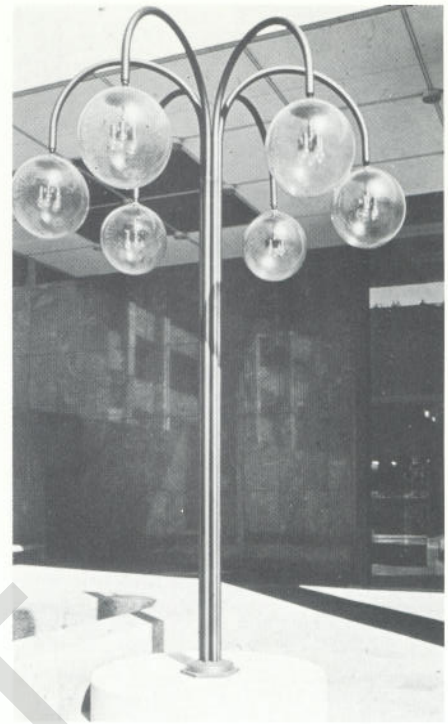
Steel Poles

Att. A, AI 12, 09/12/24

Sterner Steel Poles are available in three shapes: round tapered, square straight, or square tapered. All poles are formed from a single piece of hot-rolled steel with a single longitudinal weld of highest quality that is unnoticeable in the finished pole. Rate of taper is .10" per foot for square poles and .14" per foot for round poles. Corners on square poles are modestly curved on a small radius.

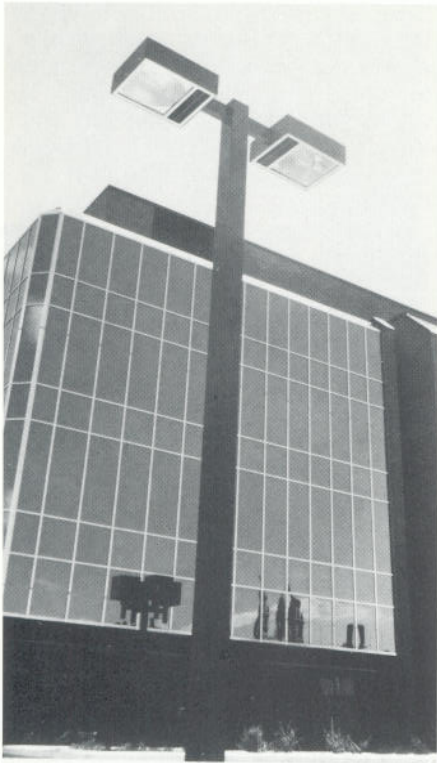
Finish. The standard finish on all steel poles is baked enamel, except Antique which is optional. Poles can also be ordered in weathering steel or furnished primed and ready for paint.

Base. On all steel poles an anchor plate of flat steel is attached with two continuous welds. A two-piece steel base cover is provided with fixed base, surface mounted poles. All base components are finished to match pole.



The accompanying photographs demonstrate Sterner's pole building capabilities and do not necessarily reflect the pole specifications on the page where shown.

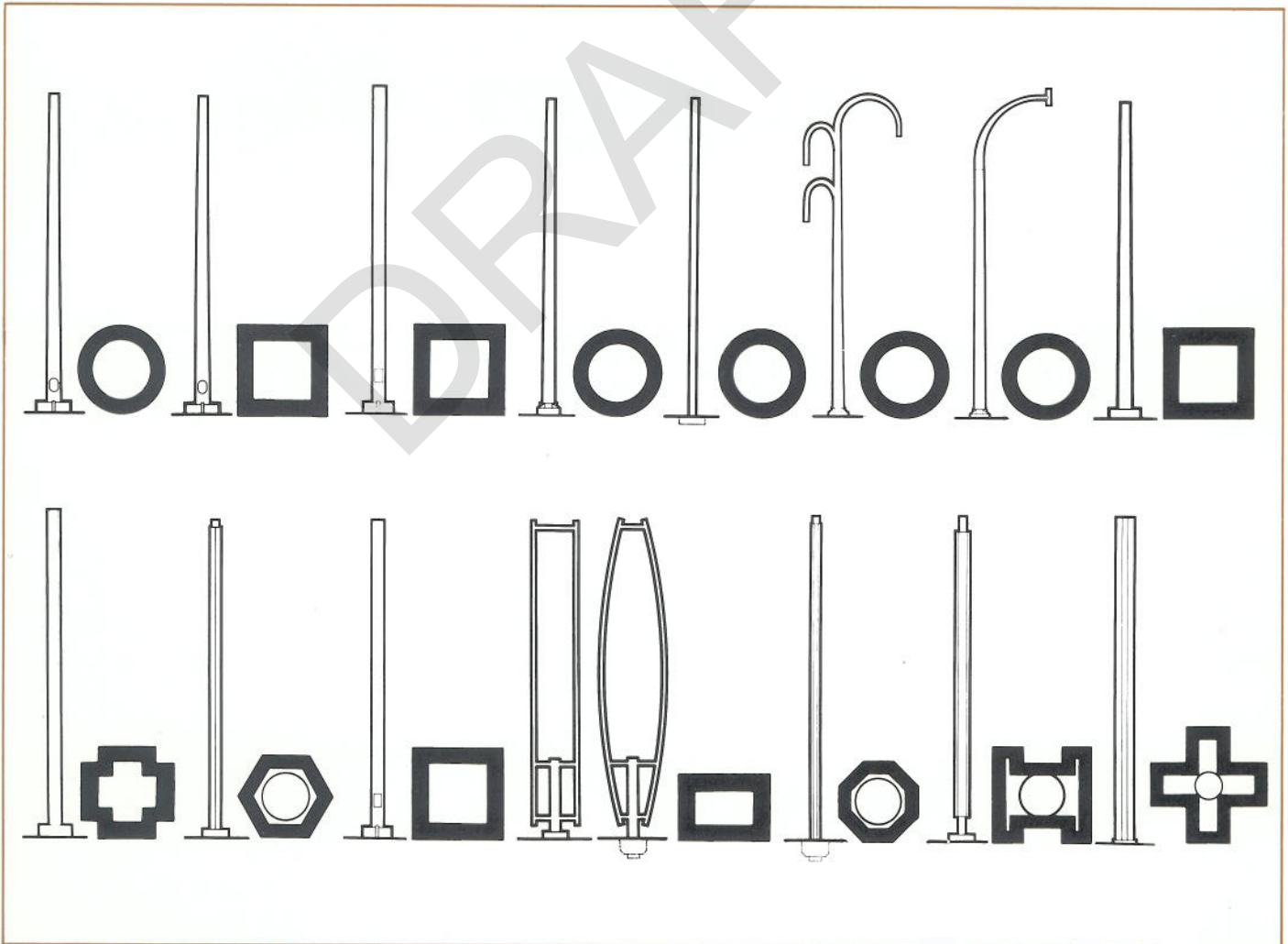
Aluminum Poles



Sterner Aluminum Poles are available in twelve different shapes. All are fabricated from seamless 6063-T6 aluminum alloy. Tapered poles are formed by spin-tapering and/or cold-rolled over a mandrel for increased strength. Rate of taper is .10" to .20" per foot depending on pole height.

Finish. Hard coat anodic, anodized, and baked enamel finishes (except Antique) are standard on aluminum poles. Many options are available including natural, brushed satin aluminum, Antique baked enamel, and Redwood trimmed (see Woodlite specifications).

Base. All bases are ductile cast aluminum attached to the pole shaft by means of one continuous weld and at least two or more plug welds. A surface hinged base is offered on all aluminum poles up to twenty feet in height except style CSA. Fixed anchor bases are standard on all poles over twenty feet in height and on style CSA poles. Pedestal, transformer, and recessed hinge bases are optional.



Woodlite Poles

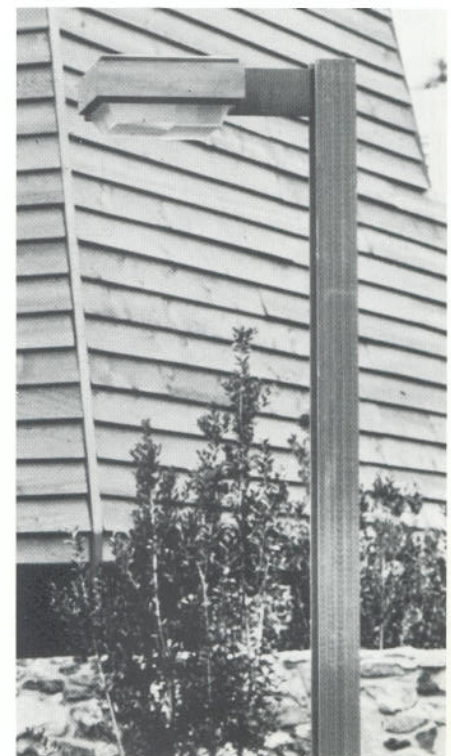
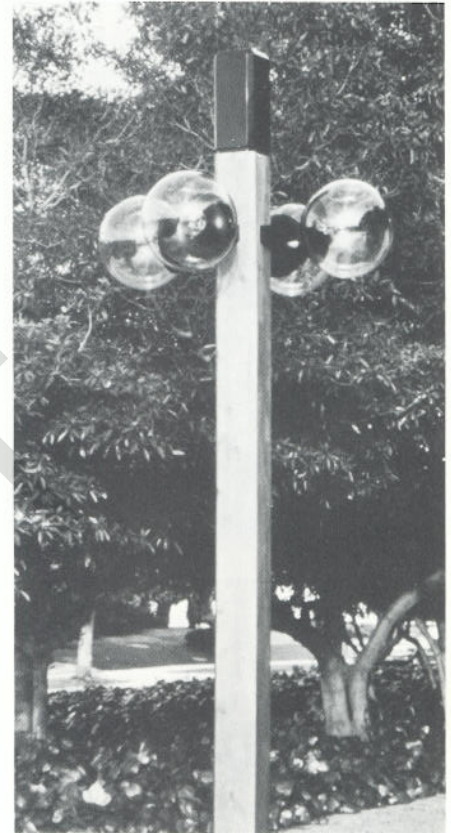
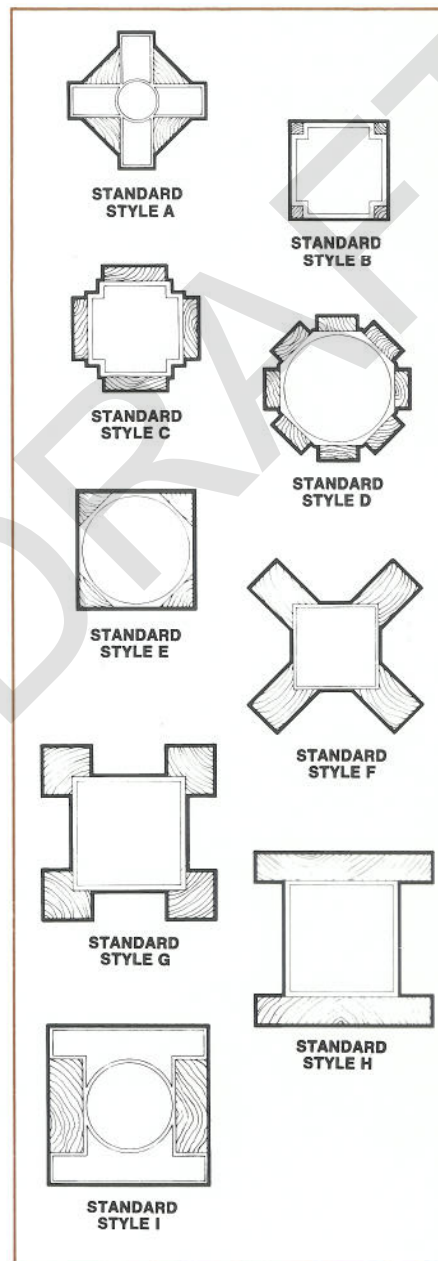
The Sterner Woodlite is fabricated from all heart, kiln-dried California Redwood attached to a variety of Sterner Straight Aluminum Poles.

Redwood is applied to the pole under pressure with a construction grade adhesive. It is further secured with countersunk stainless steel fasteners that run completely through the pole wall. Fasteners are sealed with silicone and covered with a matching wood plug. Matching luminaires and brackets are available.

Finish. Aluminum Poles are anodic hard coat finished in a choice of colors. Redwood is available smooth, cross-sanded, rough-sawn, or weathered. It can be left in its natural state or any color Olympic stain applied.

Base. Bases are identical to those available on Aluminum Poles.

Special ordering information. Woodlite is an available option on certain Aluminum Poles, the cross-sections for which are shown below with appropriate ordering code. List Woodlite code after pole finish code when building a complete order number.





WIND LOADING

Each pole and each luminaire or multiple luminaire arrangement has a Wind Load Rating Number. The larger the number the greater the strength of the pole. A pole has adequate strength if its Wind Load Rating Number is equal to or greater than that of the luminaire(s). Sterner Steel and Aluminum Poles are rated in accordance with AASHTO specifications.

A complete table of Wind Load Rating calculations for 80, 90, 100 and 110 mph steady wind plus a 1.3 Gust Factor is shown on pages 20 and 21.

WIRE ACCESS

Wireway access is provided on all poles via handholes, special wireway access holes, through hinged bases, or a wiring compartment as an integral part of the base.

ANCHORAGE

Each pole is supplied with four galvanized steel anchor bolts and eight hex nuts. Bolts .75" and smaller in diameter are galvanized full length; 1" and larger bolts have galvanized threads. Templates are provided. Advance shipment of anchor bolts and templates to the site is offered.

LUMINAIRE MOUNTINGS

Brackets, arms, functional tenons and other appropriate means of attaching luminaires to poles are pre-engineered and furnished with your order. These items are finished to match luminaire and pole. Decorative tenons are optional.

WIRING

All steel and aluminum poles are factory pre-wired with wire that meets or exceeds industry standards. A strain relief and ground wire or grounding lug are included. Optional features are photoelectric receptacle, weatherproof single or duplex receptacle, and field-wired poles.

CONVENIENCE FEATURES

Two molded plastic snap-on bolt aligners are provided for bases having a 6.38", 7.00" or 9.19" bolt circle.

Tamper-resistant fasteners are used whenever feasible. Tamper-proof fasteners are optional.

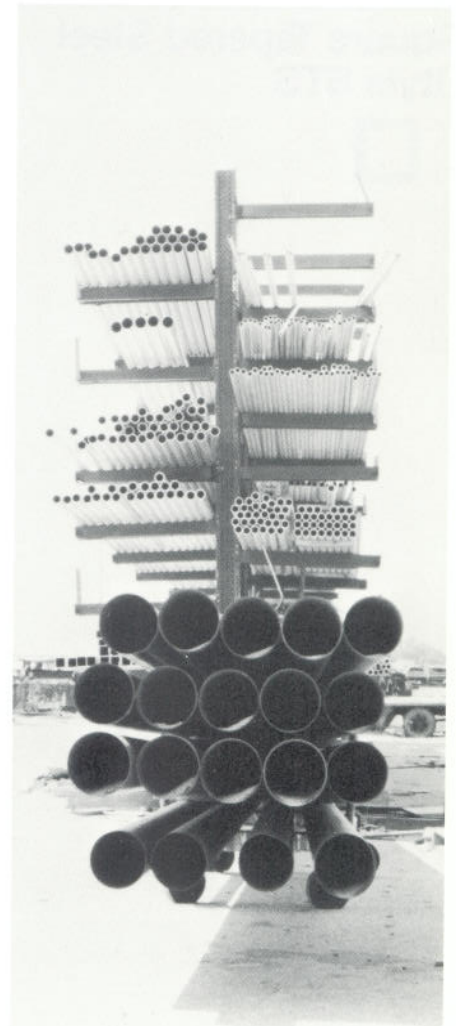
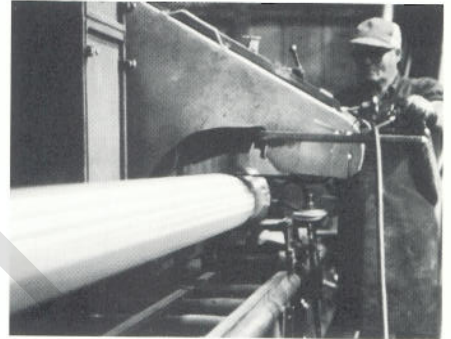
Poles (except prime painted) are wrapped and boxed to protect the finish during shipment.

Hinged bases provide convenient ground-level assembly and servicing of incandescent and HID systems.

Weatherproof fuse holders are provided for HID systems having ballasts located in the base of the pole.

To insure proper operation all systems are tested before shipment.

Continual engineering and research refinements are pursued to incorporate new materials and techniques to provide the best product possible.



Round Tapered Steel Style RTS



Poles are made from a single piece of hot-rolled steel, having only a single longitudinal weld which is invisible in the finished product. Poles are cold

rolled over a mandrel to round cross-section resulting in increased strength. Rate of taper is .14" per foot.

Pole Number	Pole Height	Wind Load at 80 mph	Pole Taper	Wall Thickness	Base Style	Base Square	Base Height	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
RTS01	10.0'	23.0	4.40x3.00"	11 ga	H	9.00"	3.50"	4.00"	.75x16x2"	9.19"	2.50"
RTS02	12.0	21.3	4.68x3.00	11	H	9.00	3.50	4.25	.75x16x2	9.19	2.50
RTS03	16.0	14.9	5.25x3.00	11	H	9.00	3.50	4.75	.75x16x2	9.19	2.50
RTS04	20.0	14.6	5.92x3.12	11	H	9.00	3.50	5.50	.75x16x2	9.19	2.50
RTS25	25.0	14.6	6.88x3.24	11	H	13.50	4.50	6.50	1x36x4	10.00	3.75
RTS26	30.0	12.8	7.50x3.30	11	H	13.50	4.50	7.00	1x36x4	10.50	3.75
RTS27	35.0	12.4	8.00x3.24	11	H	13.50	4.50	7.50	1x36x4	11.00	3.75
RTS28	39.0	13.8	9.00x3.54	11	H	13.50	4.50	8.50	1x36x4	12.50	4.00
RTS29	50.0	17.7	11.0 x 4.2	*	H	17.50	5.50	10.50	1.25x42x6	15.00	5.00

*This is a two piece, jam-fit pole.
Bottom section is 7 gauge, top section 11 gauge.

Pole Options

Q - Single Weatherproof Receptacle
T - Duplex Weatherproof Receptacle
GFQ - Single Ground Fault Receptacle
GFT - Duplex Ground Fault Receptacle

Square Tapered Steel Style STS



Poles are made from a single piece of hot-rolled steel, having only one longitudinal weld. Poles are made in the round, and then cold-rolled over a mandrel to obtain the square cross-

section, resulting in increased strength and a smooth weld. Rate of taper: .10" per foot. Pole shafts have four radiused corners.

Pole Number	Pole Height	Wind Load at 80 mph	Pole Taper	Wall Thickness	Base Style	Base Square (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
STS01	10.0'	47.6	4.75x3.75"	11 ga	P	13.50"	4.50"	4.25"	.75x16x2"	11.00"	2.75"
STS02	12.5	41.2	5.00x3.75	11	P	13.50	4.50	4.50	.75x16x2	11.00	2.75
STS03	15.0	28.6	5.25x3.75	11	P	13.50	4.50	4.75	.75x16x2	11.00	2.75
STS24	20.0	19.3	5.25x3.25	11	P	13.50	4.50	4.75	.75x16x2	10.75	3.50
STS25	25.0	16.8	5.75x3.25	11	P	13.50	4.50	5.25	1x36x4	12.00	3.75
STS26	30.0	12.6	6.25x3.25	11	P	13.50	4.50	5.75	1x36x4	12.50	3.75
STS27	35.0	10.7	6.75x3.25	11	P	13.50	4.50	6.25	1x36x4	13.00	3.75
STS28	39.0	9.3	7.15x3.25	11	P	13.50	4.50	6.75	1x36x4	13.50	3.75

Pole Options

Q - Single Weatherproof Receptacle
T - Duplex Weatherproof Receptacle
GFQ - Single Ground Fault Receptacle
GFT - Duplex Ground Fault Receptacle

Square Straight Steel Style SSS



Att. A, AI 12, 09/12/24

Poles are made from a single piece of square welded tubing of hot-rolled steel. The single longitudinal weld is

of highest quality, and invisible in the finished pole. Pole shafts have four radiused corners.

Pole Number	Pole Height	Wind Load at 80 mph	Pole Square	Wall Thickness	Base Style	Base Square (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
SSS01	6.0'	28.8	3.0"	11 ga	P	9.00"	3.50"	2.50"	.62x16x2"	7.00"	2.75"
SSS02	7.5	22.4	3.0	11							
SSS03	10.0	15.9	3.0	11							
SSS04	12.5	11.8	3.0	11							
SSS05	7.5	37.2	4.0	11	P	9.00	3.50	3.50	.75x16x2	9.19	3.00
SSS06	10.0	26.7	4.0	11							
SSS07	12.5	20.1	4.0	11							
SSS08	15.0	11.5	4.0	11							
SSS09	17.5	8.5	4.0	11							
SSS10	20.0	6.1	4.0	11	P	10.00	3.50	4.50	.75x16x2*	11.00	3.00
SSS11	15.0	22.4	5.0	10							
SSS12	17.5	17.6	5.0	10							
SSS13	20.0	13.7	5.0	10							
SSS14	25.0	7.8	5.0	10	P	13.50	4.50	5.50	1x36x4	14.50	4.00
SSS15	20.0	31.2	6.0	7							
SSS16	25.0	21.1	6.0	7							
SSS17	30.0	11.3	6.0	7							

*SSS14 - .75x32x4"

Pole Options

Q - Single Weatherproof Receptacle
T - Duplex Weatherproof Receptacle
GFQ - Single Ground Fault Receptacle
GFT - Duplex Ground Fault Receptacle

Round Tapered Aluminum Style RTA



Att. A, AI 12, 09/12/24

Poles are made from a single piece of seamless extruded aluminum tube, alloy 6063-T6. Poles are spun-

tapered, resulting in increased strength. Rate of taper varies .10" to .20" per ft. depending on pole size.

Pole Number	Nom. Pole Height	Wind Load at 80 mph	Pole Taper	Wall Thickness	Available Base Styles
RTA01	7.5'	18.8	4.5x3.0"	.125"	A-F-C-R-B
RTA02	10.0	13.2	4.5x3.0	.125	A-F-C-R-B
RTA03	12.5	9.5	4.5x3.0	.125	C-R-B
RTA04	12.5	30.0	6.0x4.5	.188	C-R-B
RTA05	15.0	4.9	4.5x3.0	.125	C-R-B
RTA06	15.0	18.6	6.0x4.5	.188	C-R-B
RTA07	17.5	3.1	4.5x3.0	.125	C-R-B
RTA08	17.5	15.0	6.0x4.5	.188	C-R-B
RTA09	20.0	1.7	4.5x3.0	.125	C-R-B
RTA10	20.0	6.8	5.0x3.0	.188	C-R-B
RTA11	20.0	12.2	6.0x4.5	.188	C-R-B
RTA12	25.0	7.9	6.0x4.5	.188	B
RTA13	25.0	13.1	7.0x4.5	.188	B
RTA14	25.0	19.1	8.0x4.5	.188	B
RTA15	25.0	26.2	8.0x4.5	.250	B
RTA16	30.0	12.4	8.0x4.5	.188	B
RTA17	30.0	17.8	8.0x4.5	.250	B
RTA18	30.0	23.2	10.0x6.0	.188	B
RTA19	30.0	31.9	10.0x6.0	.250	B
RTA25	35.0	13.5	8.0x4.5	.250	B
RTA20	35.0	18.3	10.0x6.0	.188	B
RTA21	35.0	25.7	10.0x6.0	.250	B
RTA22	39.0	15.1	10.0x6.0	.188	B
RTA23	39.0	21.8	10.0x6.0	.250	B
RTA24	39.0	34.8	12.0x8.0	.250	B

To find base style information, match pole butt diameter with the first pole taper number listed above.

Pole Butt Diameter	Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
4.5	A	10.00"	4.00"	5.00"	.62x16x2"	7.00"	2.25"
	F	10.00	4.00	5.00	.62x16x2	7.00	2.25
	C	9.00	4.12	4.00	.62x16x2	7.00	2.25
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	B	9.00	3.12	4.00	.62x16x2	7.00	2.25
5.0	C	10.5x11.7	5.00	4.50	.75x16x2	9.19	2.50
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	B	9.00	2.00	4.50	.62x16x2	7.00	2.50
6.0	C	10.5x11.7	5.00	4.50	.75x16x2	9.19	2.50
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	B	9.62	3.62	5.50	.75x16x2*	9.19	2.50
7.0	B	10.75	4.00	6.00	1x36x4	11.00	3.50
8.0	B	11.75	4.00	7.00	1x36x4	11.50	3.50
10.0	B	16.00	6.00	9.00	1.25x42x6	14.50	3.50
12.0	B	18.00	6.00	11.00	1.25x42x6	17.00	4.00

*RTA12 .75x32x4"

Pole Options

- Q- Single Weatherproof Receptacle
- T- Duplex Weatherproof Receptacle
- GFQ- Single Ground Fault Receptacle
- GFT- Duplex Ground Fault Receptacle
- C1- Bell Shaped Base Cover
- C2- Flat Base Cover With Square Corners
- C3- Flat Base Cover With Rounded Corners
- C4- Two Piece Cast Aluminum Base Cover - Square (Not available for 12.0" butt diameter pole)
- C5- Two Piece Cast Aluminum Base Cover - Round for 9" sq. bases only

Round Straight Aluminum Style RSA



Pole Options

- Q – Single Weatherproof Receptacle
- T – Duplex Weatherproof Receptacle
(Not available for 3" diameter poles.)
- GFQ – Single Ground Fault Receptacle
- GFT – Duplex Ground Fault Receptacle
- C1 – Bell Shaped Base Cover
- C2 – Flat Base Cover With Square Corners
- C3 – Flat Base Cover With Rounded Corners
- C4 – Two-Piece Cast Aluminum Base Cover – Square
- C5 – Two-Piece Cast Aluminum Base Cover – Round for 9" sq. bases only

The round straight aluminum poles are made from a single piece of seam-

less extruded aluminum tube, alloy 6063-T6.

Pole Number	Pole Height	Wind Load at 80 mph	Diameter Pole	Wall Thickness	Available Base Styles
RSA01	2.0'	32.2	3.00"	.125"	A-F-C-R
RSA02	4.0	21.1	3.00	.125	A-F-C-R
RSA03	6.0	9.4	3.00	.125	A-F-C-R
RSA04	7.5	6.8	3.00	.125	A-F-C-R
RSA05	7.5	10.4	3.00	.188	A-F-C-R
RSA06	7.5	18.8	4.50	.125	A-F-C-R-B
RSA07	10.0	4.0	3.00	.125	A-F-C-R
RSA08	10.0	6.7	3.00	.188	A-F-C-R
RSA09	10.0	13.1	4.50	.125	A-F-C-R-B
RSA10	10.0	26.0	4.50	.250	A-F-C-R-B
RSA11	12.5	4.2	3.00	.188	A-F-C-R
RSA12	12.5	9.5	4.50	.125	C-R-B
RSA13	12.5	19.8	4.50	.250	C-R-B
RSA14	15.0	4.8	4.50	.125	C-R-B
RSA15	15.0	11.7	4.50	.250	C-R-B
RSA16	15.0	11.5	5.00	.188	C-R-B
RSA17	17.5	3.4	4.50	.125	C-R-B
RSA18	17.5	9.0	4.50	.250	C-R-B
RSA19	17.5	8.8	5.00	.188	C-R-B
RSA20	20.0	1.6	4.50	.125	C-R-B
RSA21	20.0	6.8	4.50	.250	C-R-B
RSA22	20.0	6.7	5.00	.188	C-R-B
RSA23	20.0	12.1	6.00	.188	C-R-B
RSA24	20.0	16.8	6.00	.250	C-R-B
RSA25	25.0	7.8	6.00	.188	B
RSA26	25.0	11.6	6.00	.250	B

Pole Diameter	Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
3.00	A	9.25"	2.75"	5.00"	.38x16x2"	6.38"	2.00"
	F	9.25	2.75	5.00	.38x16x2	6.38	2.00
	C	8.5x9.3	4.12	4.00	.62x16x2	7.00	2.25
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
4.50	A	10.00	4.00	5.00	.62x16x2	7.00	2.25
	F	10.00	4.00	5.00	.62x16x2	7.00	2.25
	C	9.00	3.00	4.00	.62x16x2	7.00	2.25
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	B	9.00	3.12	4.00	.62x16x2	7.00	2.25
5.00	C	10.5x11.7	5.00	4.50	.75x16x2	9.19	2.50
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	B	9.25	2.00	4.50	.62x16x2	7.00	2.25
6.00	C	10.5x11.7	5.00	4.50	.75x16x2	9.19	2.50
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	B	9.62	3.62	5.50	.75x32x4*	9.19	2.50

*RSA 23 and 24 – .75x16x2"

Round Tapered Tree Style Davit/Aluminum Style TDA



Att. A, AI 12, 09/12/24

The round tapered, tree-style, davit aluminum poles are made from a single piece of seamless extruded aluminum tube, alloy 6063-T6. Poles are spun-tapered, resulting in in-

creased strength. On tree-style models for two or more luminaires, the upper arm section is made removable for ease in shipping.

Pole Number	Pole Height	Pole Taper	Wall Thickness	Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
TDA01	10.0'	4.5x1.62"	.125"	C	9.00	3.00"	4.00"	.62x16x2"	7.00"	2.25"
TDA02	12.5	4.5x1.62	.125							
TDA03	15.0	4.5x1.62	.125							
TDA04	17.5	4.5x1.62	.125	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
TDA05	20.0	5.0x1.62	.188	C	10.5x11.7	5.00	4.50	.75x16x2	9.19	2.50
TDA06	22.5	5.0x1.62	.188	R	11.00	6.50	4.50	.62x32x4	7.00	2.25

SPECIAL INSTRUCTIONS TO SELECT POLE NUMBER:

TDA01 and TDA02 poles are suitable in strength and height for one 24" diameter, or smaller, globe. TDA03 through TDA06 poles are suitable for 24" diameter, or smaller, single or three-

way globe arrangements. Use Ground Clearance Tables as a guide for selection. Mechanical means of mounting luminaire(s) to pole are furnished.

GROUND CLEARANCE TABLES

FOR SINGLE GLOBE POLES (LUMINAIRE NUMBER & ARRANGEMENT CODE 1B)

POLE HEIGHT	CLEARANCE TO BOTTOM OF GLOBE WITH DIAMETER OF:						
	12"	14"	16"	18"	20"	22"	24"
10.0	6'-11"	6'- 9"	6'- 7"	6'- 5"	6'- 3"	6'- 1"	5'-11"
12.5	9- 5	9- 3	9- 1	8-11	8- 9	8- 7	8- 5
15.0	11-11	11- 9	11- 7	11- 5	11- 3	11- 1	10-11
17.5	14- 5	14- 3	14- 1	13-11	13- 9	13- 7	13- 5
20.0	16-11	16- 9	16- 7	16- 5	16- 3	16- 1	15-11
22.5	19- 5	19- 3	19- 1	18-11	18- 9	18- 7	18- 5

FOR THREE-WAY GLOBE POLES (LUMINAIRE NUMBER & ARRANGEMENT CODE 3A)

POLE HEIGHT	CLEARANCE TO BOTTOM OF GLOBE WITH DIAMETER OF:						
	12"	14"	16"	18"	20"	22"	24"
15.0	8'- 9"	8'- 7"	8'- 5"	8'- 3"	8'- 1"	7'-11"	7'- 9"
17.5	11- 3	11- 1	10-11	10- 9	10- 7	10- 5	10- 3
20.0	13- 9	13- 7	13- 5	13- 3	13- 1	12-11	12- 9
22.5	16- 3	16- 1	15-11	15- 9	15- 7	15- 5	15- 3

Pole Options

Q - Single Weatherproof Receptacle
T - Duplex Weatherproof Receptacle
GFQ - Single Ground Fault Receptacle
GFT - Duplex Ground Fault Receptacle
MI - Mirror Image Construction For Three-Arm Pole. (If there are two adjacent poles and one is to be the mirror image of the other, then only one of the poles should list MI as an option.)

C1 - Bell Shaped Base Cover*
C2 - Flat Base Cover With Square Corners*
C3 - Flat Base Cover With Rounded Corners*
C4 - Two-Piece Cast Aluminum Base Cover - Square
C5 - Two-Piece Aluminum Base Cover - Round for 9" sq. bases only
*For three-way poles these base covers must be split and hinged due to arms being welded onto the pole.

Round Tapered Davit Style Aluminum Style RDA



Pole Options

- Q – Single Weatherproof Receptacle
- T – Duplex Weatherproof Receptacle
- GFQ – Single Ground Fault Receptacle
- GFT – Duplex Ground Fault Receptacle
- C1 – Bell Shaped Base Cover
- C2 – Flat Base Cover With Square Corners
- C3 – Flat Base Cover With Rounded Corners
- C4 – Two-Piece Cast Aluminum Base Cover – Square
- C5 – Two-Piece Cast Aluminum Base Cover – Round for 9" sq. bases only

Square Tapered Aluminum Style STA



Poles are made from a single piece of seamless extruded aluminum tube, alloy 6063-T6. Poles are spun-tapered to the round, and then cold rolled over a mandrel to obtain the square cross-section, resulting in increased strength. Rate of taper is .10" per ft. Pole shafts have four radiused corners.

Pole Options

- Q – Single Weatherproof Receptacle
- T – Duplex Weatherproof Receptacle
- GFQ – Single Ground Fault Receptacle
- GFT – Duplex Ground Fault Receptacle

Pole Number	Pole Height	Wind Load at 80 mph	Pole Taper	Wall Thickness	Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
RDA01	10.0	10.3	4.5x1.62"	.125"	C	9.00"	3.00	4.00	.62x16x2"	7.00	2.25
RDA02	12.0	8.5	4.5x1.62	.125							
RDA03	14.0	4.3	4.5x1.62	.125							
RDA04	16.5	2.7	4.5x1.62	.125							
RDA05	19.0	1.4	4.5x1.62	.125							
RDA06	14.0	17.1	6.0x3.00	.188	C	10.5x11.7	5.00	4.50	.75x16x2	9.19	2.50
RDA07	16.5	13.9	6.0x3.00	.188							
RDA08	19.0	11.3	6.0x3.00	.188							
RDA09	21.5	9.1	6.0x3.00	.188							
RDA14	24.0	7.3	6.0x3.00	.188							
RDA15	29.0	11.8	8.0x3.00	.188	B	11.75	4.00	7.00	1x36x4	11.5	3.50

Pole Number	Pole Height	Wind Load at 80 mph	Pole Taper	Wall Thickness	Available Base Styles
STA01	7.5'	27.4	4.50x3.75"	.125"	E-R-D
STA02	10.0	21.8	4.75x3.75	.125	E-R-D
STA03	12.5	23.3	5.00x3.75	.156	E-R-D
STA04	15.0	15.4	5.25x3.75	.156	E-D
STA05	20.0	15.1	5.75x3.75	.188	E-K
STA06	20.0	21.3	5.75x3.75	.250	E-K
STA27	25.0	12.3	6.25x3.75	.188	K
STA07	25.0	18.2	6.25x3.75	.250	K
STA18	30.0	7.2	6.55x3.65	.188	K
STA28	30.0	12.2	6.55x3.65	.250	K

Pole Butt Square	Base Style	Base Square (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Protection
4.50	E	9.75	3.00	4.00	.62x16x2	7.00	2.25
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	D	11.50	4.50	4.25	.75x16x2	11.00	2.75
4.75	E	12.25	4.00	5.00	.75x16x2	9.19	2.50
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	D	11.50	4.50	4.50	.75x16x2	11.00	2.75
5.00	E	12.25	4.00	5.00	.75x16x2	9.19	2.50
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	D	11.50	4.50	4.75	.75x16x2	11.00	2.75
5.25	E	12.25	4.00	5.00	.75x16x2	9.19	2.50
	D	11.50	4.50	5.00	.75x16x2	11.00	2.75
5.75	E	14.00	7.00	6.00	.75x16x2	9.19	2.50
	K	12.50	4.25	5.25	.75x16x2	12.50	3.00
6.25	K	12.50	4.25	5.75	1x36x4	13.50	3.50
6.55	K	12.50	4.25	6.00	1x36x4	13.50	3.50

Square Straight Aluminum Style SSA



Poles are made from a single piece of seamless extruded aluminum tube,

alloy 6063-T6. Pole shafts have four sharp corners.

Pole Number	Pole Height	Wind Load at 80 mph	Pole Square	Wall Thickness	Available Base Styles
SSA01	2.0'	46.7	3.00"	.125"	A-F-E-R
SSA02	4.0	22.7	3.00	.125	A-F-E-R
SSA03	6.0	14.4	3.00	.125	A-F-E-R
SSA04	7.5	11.0	3.00	.125	A-F-E-R
SSA05	7.5	20.5	3.00	.250	A-F-E-R
SSA06	7.5	21.0	4.00	.125	A-F-E-R-D
SSA07	10.0	7.3	3.00	.125	A-F-E-R
SSA08	10.0	14.5	3.00	.250	A-F-E-R
SSA09	10.0	14.4	4.00	.125	A-F-E-R-D
SSA10	10.0	22.0	4.00	.188	A-F-E-R-D
SSA11	10.0	36.3	5.00	.188	E-R-D
SSA13	12.5	10.3	4.00	.125	E-R-D
SSA14	12.5	16.3	4.00	.188	E-R-D
SSA15	12.5	27.4	5.00	.188	E-R-D
SSA17	15.0	5.0	4.00	.125	E-R-D
SSA18	15.0	9.0	4.00	.188	E-R-D
SSA19	15.0	16.0	5.00	.188	E-R-D
SSA20	15.0	31.3	6.62	.188	E-K
SSA21	17.5	6.4	4.00	.188	E-R-D
SSA22	17.5	12.0	5.00	.188	E-R-D
SSA23	17.5	24.6	6.62	.188	E-K
SSA24	20.0	4.2	4.00	.188	E-R-D
SSA25	20.0	17.7	5.00	.188	E-R-D
SSA26	20.0	19.4	6.62	.188	E-K
SSA27	25.0	21.3	6.62	.188	K
SSA28	30.0	10.5	6.62	.188	K

Pole Square	Base Style	Base Dimension (B)	Base Height	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
3.00	A	9.25"	2.75"	5.00"	.38x16x2"	6.38"	2.00"
	F	9.25	2.75	5.00	.38x16x2	6.38	2.00
	E	9.75	3.00	4.00	.62x16x2	7.00	2.25
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
4.00	A	9.25	2.75	5.00	.62x16x2	7.00	2.25
	F	9.25	2.75	5.00	.62x16x2	7.00	2.25
	E	9.75	3.00	4.00	.62x16x2	7.00	2.25
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
5.00	D	11.50	4.50	3.50	.75x16x2	9.19	2.75
	E	12.25	4.00	5.00	.75x16x2	9.19	2.75
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	D	11.50	4.50	4.62	.75x16x2	11.00	2.75
6.62	E	14.00	7.00	6.00	.75x16x2	9.19	2.75
	K	12.50	4.25	5.50	1x36x4	13.50	3.50

Pole Options

Q – Single Weatherproof Receptacle
 T – Duplex Weatherproof Receptacle
 GFQ – Single Ground Fault Receptacle
 GFT – Duplex Ground Fault Receptacle
 T8 – 2" square decorative cast aluminum tenon for use with single luminaires mounted on 4" square pole.

NOTE: WOODLITE styles available – See Page 6 and consult factory.

Indented Corner Square Straight Aluminum Style ISA



The indented corner square straight aluminum poles are made from a single piece of seamless extruded

aluminum tube, alloy 6063-T6. Pole shafts have twelve sharp corners.

Pole Number	Pole Height	Wind Load at 80 mph	Pole Square	Wall Thickness	Available Base Styles
ISA01	6.0'	27.1	4.00"	.125"	A-F-E-R-D
ISA02	7.5	20.9	4.00	.125	A-F-E-R-D
ISA03	10.0	14.4	4.00	.125	A-F-E-R-D
ISA04	10.0	36.3	5.00	.188	E-R-D
ISA05	12.5	10.3	4.00	.125	E-R-D
ISA06	12.5	27.4	5.00	.188	E-R-D
ISA07	15.0	5.0	4.00	.125	E-R-D
ISA08	15.0	16.0	5.00	.188	E-R-D
ISA09	15.0	33.8	6.00	.250	E-D
ISA10	17.5	12.0	5.00	.188	E-R-D
ISA11	17.5	27.0	6.00	.250	E-D
ISA12	20.0	17.7	5.00	.188	E-R-D
ISA13	20.0	21.6	6.00	.250	E-D
ISA14	25.0	23.6	6.00	.250	D
ISA15	30.0	12.6	6.00	.250	D

4" Square – 1/2" Indented Corners
5" Square – 5/8" Indented Corners
6" Square – 3/4" Indented Corners

Pole Options

Q – Single Weatherproof Receptacle
T – Duplex Weatherproof Receptacle
GFQ – Single Ground Fault Receptacle
GFT – Duplex Ground Fault Receptacle

NOTE: WOODLITE styles available – see Page 6 and consult factory.

Pole Square	Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
4.00	A	9.25"	2.75"	5.00"	.62x16x2"	7.00"	2.25"
	F	9.25	2.75	5.00	.62x16x2	7.00	2.25
	E	9.75	3.00	4.00	.62x16x2	7.00	2.25
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
5.00	D	11.50	4.50	3.50	.75x16x2	9.19	2.75
	E	12.25	4.00	5.00	.75x16x2	9.19	2.50
	R	11.00	6.50	4.50	.62x16x2	7.00	2.25
	D	11.50	4.50	4.62	.75x16x2	11.00	2.75
6.00	E	14.00	7.00	6.00	.75x16x2	9.19	2.50
	D	15.00	6.00	5.50	1x36x4*	14.50	3.75

*ISA9, 11, 13 – .75x16x2"

Cruciform Straight/Aluminum Style CSA



The cruciform straight aluminum poles are made from a single piece of seamless extruded aluminum tube, alloy 6063-T6. Pole shafts have twelve sharp corners. Base allows above-

grade or recessed installation. Each member around the 2.25" central core is 1.75" wide by 2.62" deep. Total width is 7".

Pole Number	Pole Height	Wind Load at 80 mph	Wall Thickness	Base Style	Base Height (H)	Base Diameter (B)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
CSA01	2.0'	19.1	.140"	A	4.00"	10.00"	5.00"	.62x16x2"	7.00"	2.25"
CSA02	4.0	14.0	.140							
CSA03	6.0	12.7	.140							
CSA04	7.5	10.1	.140	F	4.00	10.00	5.00	.62x16x2	7.00	2.25
CSA05	10.0	7.6	.140							

Pole Options

WOODLITE styles available – see Page 6 and consult factory.

Hexagonal Straight Aluminum Style XSA



Poles are made from a single piece of seamless extruded aluminum tube,

Att. A, AI 12, 09/12/24
alloy 6063-T6. Pole shafts have six sharp corners. 4.375" across flats.

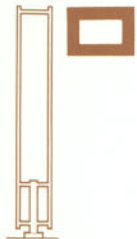
Pole Number	Pole Height	Wind Load at 80 mph	Wall Thickness	Available Base Styles
XSA01	2.0'	29.1	.188"	A-F-E-R
XSA02	4.0	24.1	.188	A-F-E-R
XSA03	6.0	20.4	.188	A-F-E-R
XSA04	7.5	16.4	.188	A-F-E-R
XSA05	10.0	12.7	.188	A-F-E-R
XSA06	12.5	8.9	.188	E-R

Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
A	9.25"	2.75"	5.00"	.37x16x2"	6.38"	2.00"
F	9.25	2.75	5.00	.37x16x2	6.38	2.00
E	9.75	3.00	4.00	.62x16x2	7.00	2.25
R	11.00	6.50	4.50	.62x16x2	7.00	2.25

Pole Options

WOODLITE styles available – see Page 6 and consult factory.

Rectangular Aluminum Twin-Member Straight Mall Console Style NMC



The aluminum mall consoles are fabricated from seamless extruded aluminum tubing, alloy 6063-T6. The central support member is 4" square tubing. All other members are 1 3/4" x 4" tubing. All corners are sharp. All

welds are continuous welds, radius-ground for neat appearance. Several base styles are available. Bases are ductile cast aluminum, fastened to the central support by one continuous weld and four girth welds.

Pole Number	Pole Height	Wind Load at 80 mph	Wall Thickness	Base Style	Base Square (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
NMC01	10.0'	5.5	.125"	E	9.75"	3.00"	4.00"	.62x16x2"	7.00"	2.25"
NMC02	12.0	3.1	.125							
SMC01	12.0	3.1	.125	R	11.00	6.50	4.50	.62x16x2	7.00	2.25

*BASE STYLE – E and R bases are available for either the NMC or SMC poles.

Pole Options

Q – Single Weatherproof Receptacle

T – Duplex Weatherproof Receptacle

GFQ – Single Ground Fault Receptacle

GFT – Duplex Ground Fault Receptacle

T8 – 2" cube decorative cast aluminum tenon for use with single luminaire

Consult factory for graphic signs, banner supports, parking meter hubs, planters and waste receptacles of various designs, and materials.

Rectangular Aluminum Twin-Member Surfboard-Style Mall Console Style SMC



Octagonal Straight Aluminum Style OSA



The octagonal straight aluminum poles are made from a single piece of seamless extruded aluminum tube,

alloy 6063-T6. Pole shafts have eight sharp corners. 4" across flats.

Pole Number	Pole Height	Wind Load at 80 mph	Wall Thickness	Available Base Styles
OSA01	2.0'	32.0	.125"	A-F-E-R
OSA02	4.0	30.0	.125	A-F-E-R
OSA03	6.0	28.4	.125	A-F-E-R
OSA04	7.5	21.8	.125	A-F-E-R
OSA05	10.0	15.1	.125	A-F-E-R
OSA06	12.5	10.9	.125	E-R

Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
A	9.25"	2.75"	5.00"	.38x16x2"	6.38"	2.00"
F	9.25	2.75	5.00	.38x16x2	6.38	2.00
E	9.75	3.00	4.00	.62x16x2	7.00	2.25
R	11.00	6.50	4.50	.62x16x2	7.00	2.25

Pole Options

WOODLITE styles available – see Page 6 and consult factory.

H-Form Straight Aluminum Style HSA



The H-form straight aluminum poles are made from a single piece of seamless extruded aluminum tube, alloy 6063-T6. Pole shafts have twelve

sharp corners. Dimensions are 5½" square; indents are 3½" wide by 1" deep.

Pole Number	Pole Height	Wind Load at 80 mph	Wall Thickness	Available Base Styles
HSA01	2.0'	20.3	.125"	A-F-C-R
HSA02	4.0	14.0	.125	A-F-C-R
HSA03	6.0	12.7	.125	A-F-C-R
HSA04	7.5	12.0	.125	A-F-C-R
HSA05	10.0	8.2	.125	A-F-C-R
HSA06	12.5	6.3	.125	C-R

Base Style	Base Dimension (B)	Base Height (H)	Conduit Opening	Anchor Bolt Size	Bolt Circle	Bolt Projection
A	9.25"	2.75"	5.00"	.38x16x2"	6.38"	2.00"
F	9.25	2.75	5.00	.38x16x2	6.38	2.00
C	9x9	3.00	4.00	.62x16x2	7.00	2.25
R	11.00	6.50	4.50	.62x16x2	7.00	2.25

Pole Options

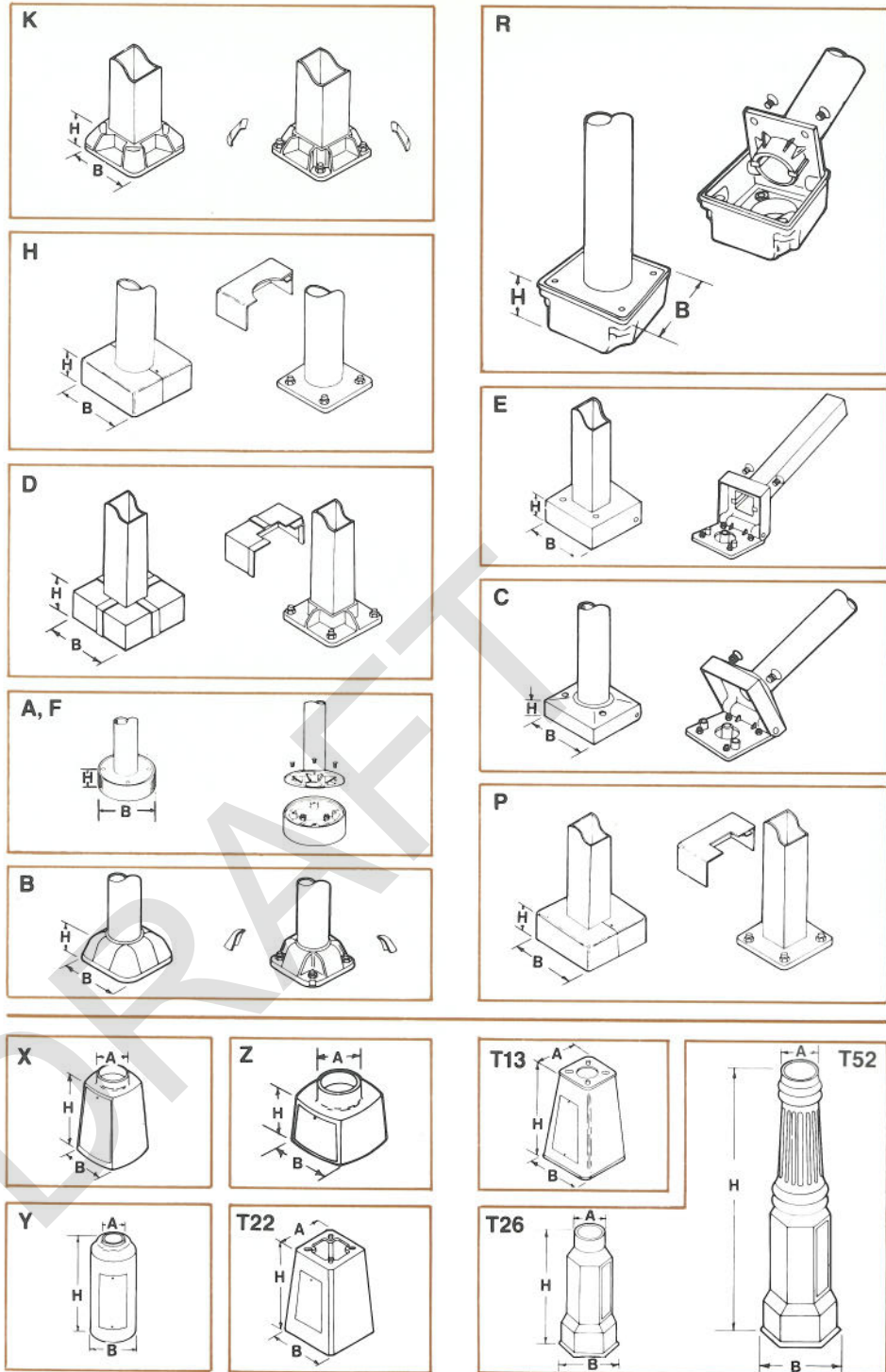
Q – Single Weatherproof Receptacle

T – Duplex Weatherproof Receptacle

NOTE: WOODLITE styles available – see Page 6 and consult factory.

Base Styles

Shown here are the base styles available. Base and height dimensions are listed with each pole specification. Optional transformer and pedestal bases are available in only the sizes listed here. See Fiberglass Pole Specifications for special base information.



Anchor Bolt Conversion Table

BOLT SQUARE	=	BOLT CIRCLE
3.19"		4.50"
4.50		6.36
5.00		7.00
6.50		9.19
6.75		9.50
7.75		11.00
8.12		11.50
8.50		12.00
8.84		12.50
9.19		13.00
9.90		14.00
10.25		14.50
12.00		17.00

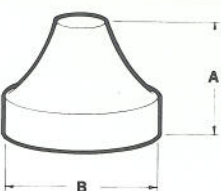
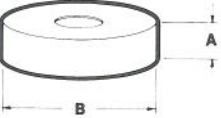
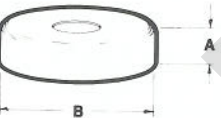
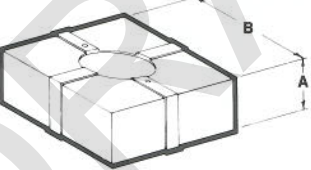

Base Style Code	A	B	H	Bolt Circle	Bolt Projection	Bolt Size
X - Tall Pedestal	4.5"	10.0"	11.5"	9.19"	2.25"	.75 x 16 x 2"
Z - Short Pedestal	4.5	10.0	5.0	9.19	2.25	.75 x 16 x 2
Y - TB-10	4.5 & 6.0	10.0	20.0	7.0	2.50	.75 x 32 x 4
T13	13.0	18.0	25.0	10.0-12.0 (top) 15.5 (bottom)	3.50	1 x 36 x 4
T22	12.75	14.38	20.0	10.5-13.0 (top) 12.75-14.75 (bottom)	3.50	1 x 36 x 4
T52	5.0	15.0	52.0	9.19	2.25	.75 x 16 x 2
T26	5.0	15.0	26.0	9.19	2.25	.75 x 16 x 2

Decorative Base Cover Options

Optional base covers for RSA and RTA pole bases are ordered by base cover style. Dimensions of the base cover furnished vary according to the pole's butt diameter and size and style of the base to be concealed. Locate dimensions A and B in the chart. The B dimension must be taken into consideration in determining the size of the footing required for a pole. Consult factory if a base cover is desired for a pole with 10" butt diameter.

C1, C2, and C3 are spun-formed aluminum.

C4 and C5 are two piece cast aluminum.

Base Cover Style	Pole Butt Diameter	Covers Base Style	Dimension A	Dimension B
C1 	3.0"	A, C	8.75"	13.81"
	4.5	A, B	8.75	11.25
	4.5	C	8.75	13.06
	5.0	B, C	10.75	17.00
	6.0	B, C	10.75	17.00
	7.0	B	14.00	21.00
	8.0	B	14.00	21.00
C2 	3.0	C	5.25	13.06
	3.0	A	3.00	12.75
	4.5	A, C	5.25	13.06
	4.5	B	3.50	11.25
	5.0	B	5.25	13.06
	6.0	C	6.25	17.00
	6.0	B	5.25	13.06
	7.0	B	6.25	17.00
C3 	3.0	C	5.75	17.00
	3.0	A	3.00	13.12
	4.5	A, B, C	5.25	13.06
	5.0	B, C	5.75	17.00
	6.0	B	4.75	14.00
	6.0	C	5.75	17.00
	7.0	B	4.75	14.00
	8.0	B	4.75	15.38
C4 	3.0	A, C	4.25	10.00
	4.5	B, C	4.25	10.00
	4.5	A	4.50	11.50
	5.0	B	4.25	10.00
	5.0	C	5.00	15.00
	6.0	B	4.25	10.00
	6.0	C	5.00	15.00
	7.0	B	4.50	11.50
C5 	3.0	B	4.50	13.25
	4.5	B	4.50	13.25
	5.0	B	4.50	13.25

Decorative Tenons

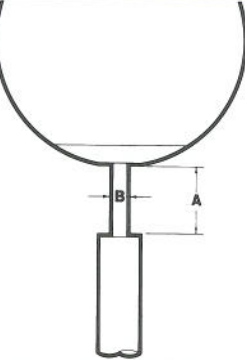
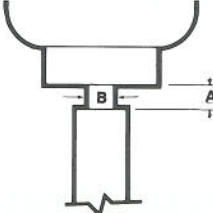
Tenons slip fit inside the top of pole and are secured by set screws on poles with a ballast in the top; by a continuous weld on poles with other ballast locations or for incandescent applications. The addition of a tenon will increase the pole mounting height by the A dimension.

Round Tenon.

Tenon T1 is for use on 12" and 14" globes only. Tenons T2 through T7 are for globes 16" through 24" in diameter.

Square Tenon

For use with Square Straight Aluminum Pole only.

	Option Code	Pole Top Outside Diameter	Dimension A	Dimension B
	T1*	3.0"	5.0"	1.25"
	T2	3.0	5.0	1.25
	T3	3.0	6.0	1.25
	T4	4.5	4.0	1.00
	T5	4.5	5.0	1.25
	T6	4.5	5.0	1.75
	T7	4.5	6.0	2.00
	T8	4.0"	2.0"	2.0"

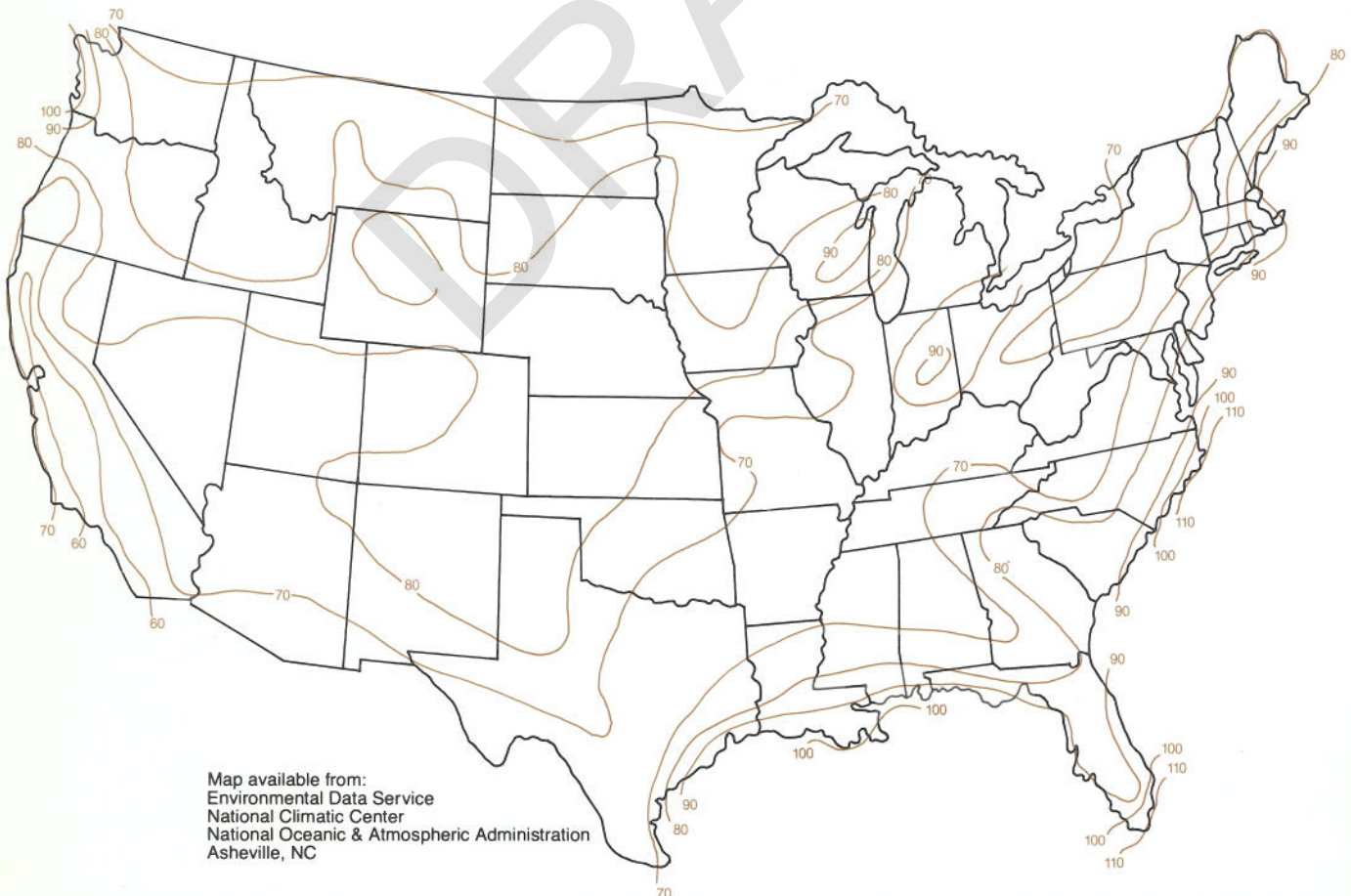
Wind Loading Table

Shown here are Wind Load Rating calculations for 80, 90, 100, and 110 mph steady winds *plus* a 1.3 Gust Factor for Equivalent Gusting Winds of 104, 117, 130, and 143 mph. Select a pole with a Wind Load Rating Number equal to or greater than the Effective Projected Area (EPA) of your selected luminaire arrangement.

	80 MPH	90 MPH	100 MPH	110 MPH
RTS01	23.0	18.0	14.4	11.9
RTS02	21.3	16.7	13.4	10.9
RTS03	14.9	11.5	9.2	7.4
RTS04	14.6	11.3	8.9	7.2
RTS25	14.6	11.2	8.8	7.1
RTS26	12.8	9.8	7.6	6.1
RTS27	12.4	9.4	7.3	5.7
RTS28	13.8	10.4	8.1	6.4
RTS29	17.7	13.6	10.6	8.0

	80 MPH	90 MPH	100 MPH	110 MPH
STS01	47.6	37.0	29.4	23.8
STS02	41.2	31.8	25.1	20.1
STS03	28.6	21.7	16.7	13.0
STS24	19.3	14.1	10.4	7.6
STS25	16.8	11.7	8.1	5.5
STS26	12.6	8.0	4.8	2.4
STS27	10.7	6.2	2.9	0.5
STS28	9.3	4.7	1.4	—

	80 MPH	90 MPH	100 MPH	110 MPH
SSS01	28.8	22.3	18.0	14.6
SSS02	22.4	17.4	13.8	11.1
SSS03	15.9	12.1	9.4	7.4
SSS04	11.8	8.7	6.6	5.0
SSS05	37.2	29.0	23.0	18.7
SSS06	26.7	20.5	16.1	12.8
SSS07	20.1	15.1	11.6	9.0
SSS08	11.5	8.2	5.8	4.1
SSS09	8.5	5.7	3.7	2.2
SSS10	6.1	3.7	1.9	0.6
SSS11	22.4	16.6	12.4	9.4
SSS12	17.6	12.6	9.0	6.4
SSS13	13.7	9.4	6.2	3.9
SSS14	7.8	4.3	1.8	—
SSS15	31.2	22.8	16.9	12.5
SSS16	21.1	14.4	9.7	6.2
SSS17	11.3	6.2	2.6	—



	80 MPH	90 MPH	100 MPH	110 MPH
RTA01	18.8	14.8	11.9	9.7
RTA02	13.2	10.2	8.2	6.7
RTA03	9.5	7.3	5.8	4.7
RTA04	30.0	23.5	18.9	15.5
RTA05	4.9	3.6	2.8	2.1
RTA06	18.6	14.5	11.6	9.4
RTA07	3.1	2.2	1.6	1.1
RTA08	15.0	11.6	9.2	7.5
RTA09	1.7	1.0	0.6	—
RTA10	6.8	5.1	3.9	3.0
RTA11	12.2	9.3	7.3	5.9
RTA12	7.9	5.9	4.5	3.5
RTA13	13.1	10.0	7.9	6.3
RTA14	19.1	14.8	11.7	9.5
RTA15	26.2	20.4	16.2	13.2
RTA16	12.4	9.4	7.3	5.8
RTA17	17.8	13.7	10.7	8.7
RTA18	23.2	18.0	14.1	10.9
RTA19	31.9	24.9	19.6	15.5
RTA25	13.5	10.2	7.9	6.3
RTA20	18.3	14.1	10.8	8.1
RTA21	25.7	19.9	15.6	12.0
RTA22	15.1	11.5	8.6	6.2
RTA23	21.8	16.8	12.9	9.7
RTA24	34.8	26.1	19.8	15.2

	80 MPH	90 MPH	100 MPH	110 MPH
RDA01	10.3	7.9	6.3	5.1
RDA02	8.5	6.5	5.2	4.1
RDA03	4.3	3.1	2.4	1.8
RDA04	2.7	1.9	1.3	0.9
RDA05	1.4	0.8	—	—
RDA06	17.1	13.3	10.6	8.6
RDA07	13.9	10.7	8.5	6.8
RDA08	11.3	8.6	6.8	5.4
RDA09	9.1	6.9	5.3	4.2
RDA14	7.3	5.4	4.1	3.2
RDA15	11.8	8.9	6.9	5.5

	80 MPH	90 MPH	100 MPH	110 MPH
STA01	27.4	21.2	16.7	13.5
STA02	21.8	16.7	12.9	10.2
STA03	23.3	17.6	13.6	10.6
STA04	15.4	11.2	8.2	6.0
STA05	15.1	10.6	7.4	5.1
STA06	21.3	15.5	11.4	8.3
STA27	12.3	8.0	4.9	2.7
STA07	18.2	12.7	8.7	5.8
STA18	7.2	3.6	1.1	—
STA28	12.2	7.6	4.3	1.8

	80 MPH	90 MPH	100 MPH	110 MPH
RSA01	32.2	25.4	20.6	17.0
RSA02	21.1	12.1	9.7	8.0
RSA03	9.4	7.3	5.8	4.8
RSA04	6.8	5.3	4.2	3.4
RSA05	10.4	8.1	6.5	5.3
RSA06	18.8	14.8	11.9	9.7
RSA07	4.0	3.0	2.3	1.8
RSA08	6.7	5.1	4.0	3.2
RSA09	13.1	10.2	8.2	6.6
RSA10	26.0	20.4	16.4	13.5
RSA11	4.2	3.1	2.4	1.8
RSA12	9.5	7.3	5.8	4.6
RSA13	19.8	15.4	12.4	10.1
RSA14	4.8	3.6	2.7	2.1
RSA15	11.7	9.0	7.1	5.7
RSA16	11.5	8.9	7.0	5.6
RSA17	3.4	2.2	1.6	1.1
RSA18	9.0	6.8	5.3	4.2
RSA19	8.8	6.7	5.2	4.1
RSA20	1.6	1.0	0.6	—
RSA21	6.8	5.1	3.9	3.0
RSA22	6.7	5.0	3.9	2.9
RSA23	12.1	9.3	7.3	5.9
RSA24	16.8	13.0	10.3	8.4
RSA25	7.8	5.8	4.5	3.5
RSA26	11.6	8.8	6.9	5.4

	80 MPH	90 MPH	100 MPH	110 MPH
ISA01	27.1	21.1	16.7	13.5
ISA02	20.9	16.1	12.6	10.1
ISA03	14.4	10.8	8.2	6.3
ISA04	36.3	28.0	22.0	17.5
ISA05	10.3	7.4	5.3	3.8
ISA06	27.4	20.8	16.0	12.4
ISA07	5.0	3.0	1.7	0.6
ISA08	16.0	11.5	8.3	5.9
ISA09	33.8	25.4	19.4	14.9
ISA10	12.0	8.2	5.5	3.4
ISA11	27.0	19.8	14.6	10.8
ISA12	17.7	13.0	9.6	7.1
ISA13	21.6	15.3	10.8	7.5
ISA14	23.6	17.0	12.2	8.6
ISA15	12.6	7.8	4.4	1.9

	80 MPH	90 MPH	100 MPH	110 MPH
SSA01	46.7	36.8	29.7	24.5
SSA02	22.7	17.8	14.2	11.6
SSA03	14.4	11.1	8.8	7.0
SSA04	11.0	8.3	6.4	5.1
SSA05	20.5	15.9	12.6	10.1
SSA06	21.0	16.1	12.6	10.1
SSA07	7.3	5.3	3.9	2.9
SSA08	14.5	11.0	8.5	6.6
SSA09	14.4	10.8	8.2	6.3
SSA10	22.0	16.8	13.0	10.3
SSA11	36.3	28.0	22.0	17.5
SSA13	10.3	7.4	5.3	3.8
SSA14	16.3	12.1	9.2	6.9
SSA15	27.4	20.8	16.0	12.4
SSA17	5.0	3.0	1.7	0.6
SSA18	9.0	6.2	4.2	2.7
SSA19	16.0	11.5	8.3	5.9
SSA20	31.3	23.2	17.5	13.2
SSA21	6.4	4.0	2.3	1.0
SSA22	12.0	8.2	5.5	3.4
SSA23	24.6	17.7	12.8	9.2
SSA24	4.2	2.2	0.7	—
SSA25	17.7	13.0	9.6	7.1
SSA26	19.4	13.3	9.0	5.8
SSA27	21.3	15.0	10.4	7.1
SSA28	10.5	6.0	2.7	—

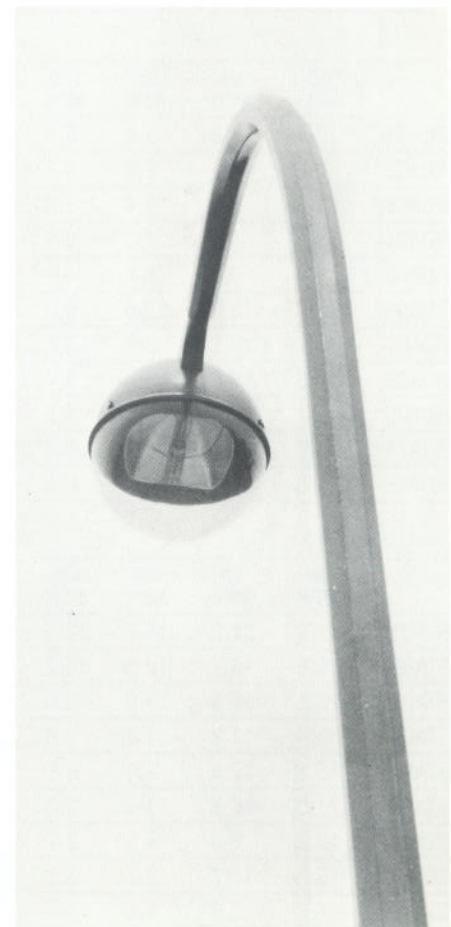
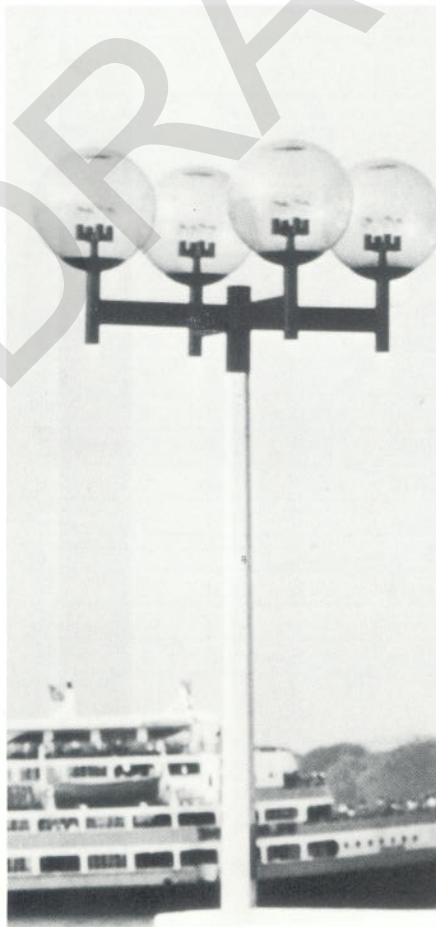
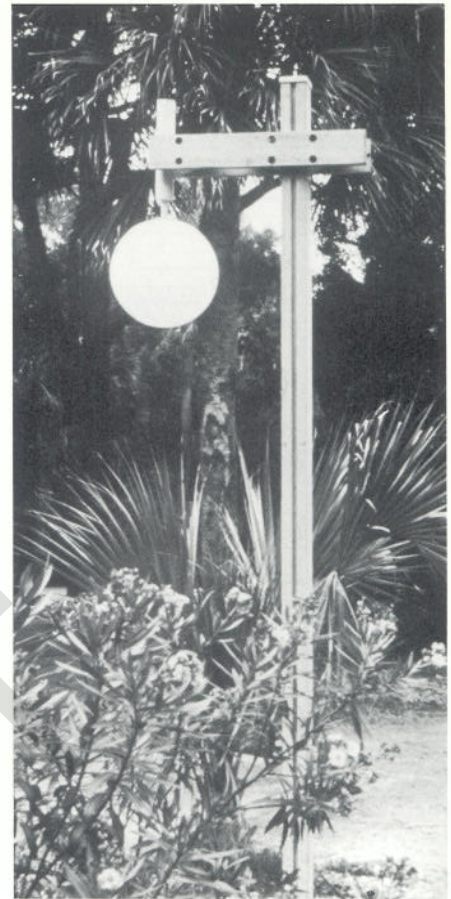
Sterner can supply poles in other materials.

Pre-stressed concrete poles in a variety of shapes and textures are available including round, square, octagonal, straight and tapered. Smooth finished or exposed aggregate.

Round tapered fiberglass including matching base cover and special base for below grade anchoring. Smooth-finished with pigmented polyurethane coat.

Laminated wood in a variety of shapes, including indented sides with matching brackets. Treated with a water and insect repellent preservative and ready for final stain or finish.

Custom poles and brackets. Feel free to consult your Sterner representative for custom poles, brackets, luminaire arrangements, materials and finishes.

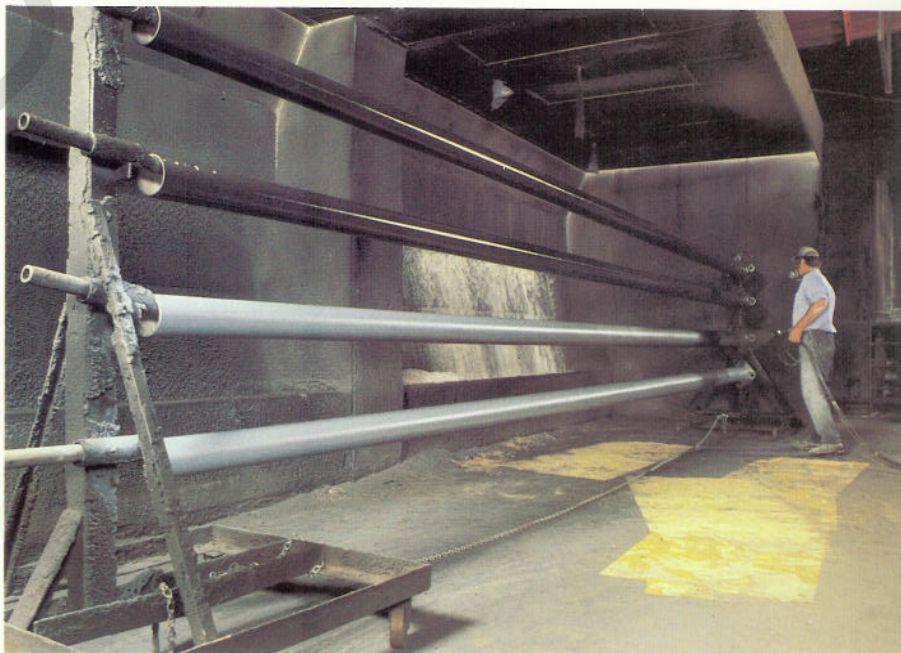
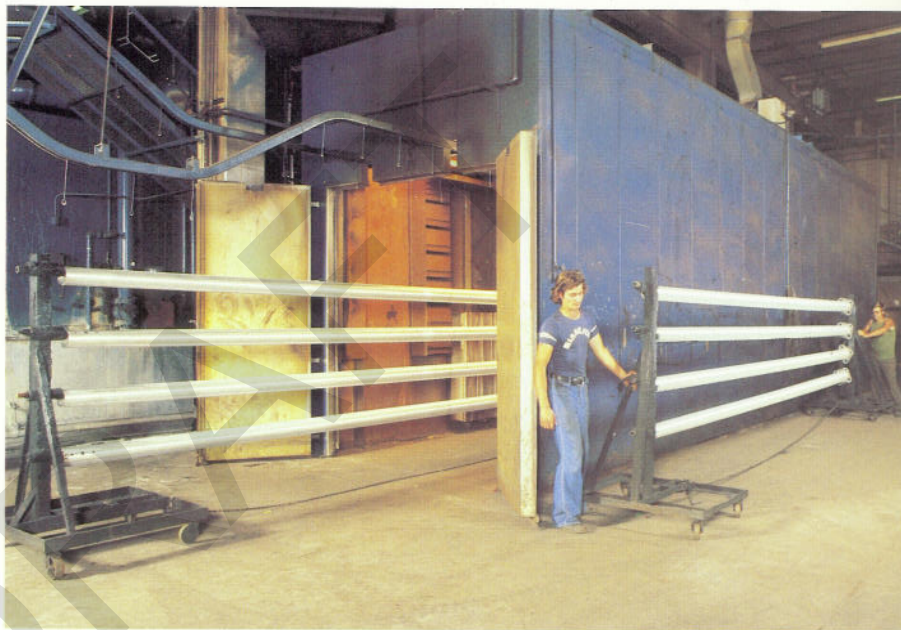
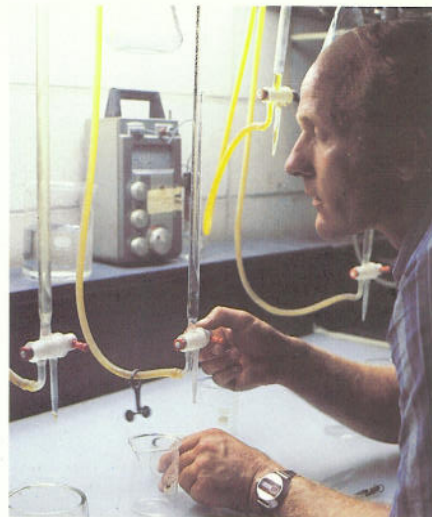


Electro Static Finishing

Sterner applies the finishing touch to its metal poles and luminaires at its own 80,000 square foot plant, Electro Static Finishing, Inc., a division of Sterner Lighting Systems, Inc.

A 1600 foot conveyORIZED paint line keeps the work running smoothly, efficiently. Our capabilities are almost unlimited and we can supply you with an impressive range of finishes from basic baked enamels all the way to exotic finishes such as silicone polyesters and fluoro-polymers.

All steps in the finishing procedure – cleaning, primers, and coatings – are carried out with the same attention to detail that has become the Sterner hallmark of quality.



How to order

Step 1

Select Luminaire(s).

Find Wind Load Rating from charts which accompany each luminaire specification.

Step 2

Select Pole Number.

Find Pole Number by selecting pole of desired height with Wind Load Rating equal to or greater than Wind Load Rating of luminaire(s) selected.

Step 3

Select Base Style.

Styles offered for each pole are listed in the Available Base Style column of each pole specification chart. Detailed information of base specifications is in base chart which accompanies each pole specification. See pages 20 and 21 for drawings of base styles and pole options.

Note: Special base information for Fiberglass poles is with pole specifications on page 19.

Step 4

Select Pole Finish.

Refer to color chart on other side of this page for finish selections and code numbers.

Step 5

Select Pole Options.

List chosen codes in sequence following finish code. Indicate (N) if options are not desired.

Step 6

Add the Pole, Base, Finish, and Option codes to the Luminaire code to form a complete catalog number for your lighting system.

Example

For a 20 foot, round tapered aluminum pole, with base style C and a Wind Load Rating of 10.8, finished in Baked Enamel Medium Bronze, and no options, the Ordering Code would be as follows:

Pole Number	Base Style	Finish Code	Option Code
RTA 10	C	C	N

Material Finishes and Colors

Baked enamel: An electrostatically applied acrylic finish deposited on the metal, and baked in an oven to harden and dry the coating.

Anodic: In the bronze shades and coffee black colors it is a hard finish indigenous to the metal. In the other colors the color is applied to the metal with an organic dye.

Brushed: Aluminum, depending on shape, can be rotationally or longitudinally sanded. Brushed Satin Aluminum is used to represent both sanded finishes.

Select color and finish according to letter code shown beneath each color block. In addition, colors and finishes other than those shown here are available. Use the following codes for these circumstances:

- AD** Prime Painted Finish
- AE** Galvanized Steel Finish
- NS** Non-Standard – write in the desired color at end of catalogue number. If possible, supply color sample or paint manufacturer's number.

If the color and/or finish is not known, insert the following in the catalogue number:

NK Not Known

Note: The colors illustrated are as close to actual finishes as the printing process permits. However, these colors are ink-and-paper reproductions, not treated metals. Actual painted and anodic finishes, on steel and aluminum, will vary somewhat from these printed colors.



A — Baked Enamel Light Bronze
M — Anodic Light Bronze (311)



B — Baked Enamel Medium Bronze
N — Anodic Medium Bronze (312)



C — Baked Enamel Dark Bronze
P — Anodic Dark Bronze (313)



D — Baked Enamel Coffee Black
Q — Anodic Coffee Black (335/5140)

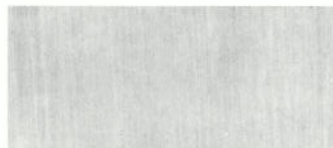


E — Baked Enamel Tropic Black

F — Baked Enamel Arctic White



G — Baked Enamel Natural Aluminum
R — Anodic Natural Aluminum



AC — Brushed Satin Aluminum



J — Baked Enamel Aztec Gold
T — Anodic Aztec Gold

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Att. A, Al 12, 09/12/24



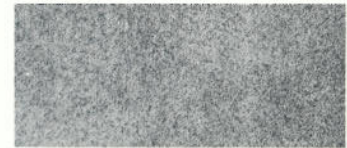
H — Baked Enamel Capri Blue
S — Anodic Capri Blue



K — Baked Enamel Sierra Green
U — Anodic Sierra Green



L — Baked Enamel Fiesta Red
V — Anodic Fiesta Red



X — Baked Enamel Pewter



AB — Baked Enamel Coppertone



W — Baked Enamel Antique White



Y — Baked Enamel Antique Gold



Z — Baked Enamel Verdi Green



AA — Baked Enamel Antique Red



STERNER 
STERNER LIGHTING SYSTEMS INCORPORATED

EXHIBIT B (Cost Breakdown)

DRAFT

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$135,153.77	\$0.00	\$0.00	\$135,153.77
05	Metals	\$4,600.79	\$0.00	\$0.00	\$4,600.79
08	Openings	\$1,462.21	\$0.00	\$0.00	\$1,462.21
09	Finishes	\$959.24	\$0.00	\$0.00	\$959.24
26	Electrical	\$631,816.40	\$0.00	\$27,582.72	\$659,399.12
Line Count: 35		Proposal Total:			\$801,575.13

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

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 3

01 General Requirements								\$135,153.77	
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total	
1	012220000006	Carpenter	Installation	80.00	\$87.52	HR	1.1585	\$8,111.35	
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.1585	\$0.00	
		Includes Labor Yes	Includes Equipment No	Includes Materials No					
User Note: Lemon Grove Depot Carpenter time to custom frame into existing access panels for new puck lighting 2 men 1 week									
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.									
								Total: \$8,111.35	
2	012220000006	For Foreman, Add	MOD: 0001	Installation	40.00	\$4.38	HR	1.1585	\$202.97
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					
								Total: \$202.97	
3	012220000010	Electrician		Installation	56.00	\$78.27	HR	1.1579	\$5,075.21
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.1579	\$0.00	
		Includes Labor Yes	Includes Equipment No	Includes Materials No					
User Note: Separating this into 2 line items, 1 electrician foreman, and one electrician at 1 day per station for investigation. This is for the Foreman Electrician (8hrx7 Stations)									
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.									
								Total: \$5,075.21	
4	012220000010	For Foreman, Add	MOD: 0001	Installation	56.00	\$3.91	HR	1.1579	\$253.53
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					
								Total: \$253.53	

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 3

5	012220000010	Electrician	Installation	20.00	\$78.27	HR	1.1585	\$1,813.52
Accepted	History: 1.1 Added, 2.0 Accepted		Demo:	0.000000	\$0.00	HR	1.1585	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Labor to install cages as line item used (05 52 13 00-0028) doesn't have and Labor included.
1 hour per cage, 20 cages

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

							Total:	\$1,813.52
6	012220000010	Electrician	Installation	56.00	\$78.27	HR	1.1579	\$5,075.21
Accepted	History: 1.1 Added, 2.0 Accepted		Demo:	0.000000	\$0.00	HR	1.1579	\$0.00
	Includes Labor Yes		Includes Equipment No	Includes Materials No				

User Note: Separating this into 2 line items, 1 electrician foreman, and one electrician at 1 day per station for investigation.
This is for the standard Electrician (8hrx7 Stations)

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

							Total:	\$5,075.21
7	012223000044	40' Electric, Articulating (Up/Over) Boom Man Lift With Platform	Installation	55.00	\$386.89	DAY	1.1579	\$24,638.90
Accepted	History: 1.1 Added, 2.0 Accepted		Demo:	0.000000	\$0.00	DAY	1.1579	\$0.00
Includes Labor No		Includes Equipment No	Includes Materials Yes					

User Note: 7 Different Stations not one project location so needs to be the day line item.

25th & Comm - 5 Days
32nd St - 5 Days
47th St - 9 Days
Euclid - 10 Days
Encanto - 6 Days
Mass - 10 Days
Lemon - 10 Days

Total 55 Days

Item Note:

							Total:	\$24,638.90
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

8	012223000055	20' Electric, Scissor Platform Lift	Installation	55.00	\$159.74	DAY	1.1585	\$10,178.23
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.1585	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 7 Different Stations not one project location so needs to be the day line item.

25th & Comm - 5 Days
32nd St - 5 Days
47th St - 9 Days
Euclid - 10 Days
Encanto - 6 Days
Mass - 10 Days
Lemon - 10 Days

Total 55 Days

Item Note:

							Total:	\$10,178.23
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9	012223000961	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	Installation	5.00	\$1,513.54	DAY	1.1579	\$8,762.64
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				

User Note: Setting new poles
47th - 2 days
Euclid - 1 day
Mass - 2 days

Item Note:

							Total:	\$8,762.64
--	--	--	--	--	--	--	--------	------------

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

10	012223001300	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full- Time Truck Driver	Installation	55.00	\$852.25	DAY	1.1579	\$54,275.12
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				

User Note: 7 Different Stations not one project location so needs to be the day line item.

25th & Comm - 5 Days
32nd St - 5 Days
47th St - 9 Days
Euclid - 10 Days
Encanto - 6 Days
Mass - 10 Days
Lemon - 10 Days

Total 55 Days

Item Note:

							Total:	\$54,275.12
--	--	--	--	--	--	--	--------	-------------

11	012223001300	For Equipment Without Operator, Deduct	MOD: 0029	Installation	20.00	-\$573.42	DAY	1.1579	-\$13,279.26
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor Yes	Includes Equipment No	Includes Materials No					

User Note: Labor deducted for 50% time when not operating truck

Item Note:

							Total:	-\$13,279.26
--	--	--	--	--	--	--	--------	--------------

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

12	015219000002	Portable Chemical Toilet	Installation	11.00	\$63.29	WK	1.1579	\$806.12
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 11 Week Duration
-Non-Consecutive days
25th & Comm - 5 Days
32nd St - 5 Days
47th St - 9 Days
Euclid - 10 Days
Encanto - 6 Days
Mass - 10 Days
Lemon - 10 Days

Total 55 Days

Item Note:

							Total:	\$806.12
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13	015219000002	For Each Delivery, Add	MOD: 0004	Installation	7.00	\$25.00	WK	1.1579	\$202.63
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Accepted		History: 1.1 Added, 2.0 Accepted						
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: delivery at each station

Item Note:

							Total:	\$202.63
--	--	--	--	--	--	--	--------	----------

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 3

14	015219000008	Two Station Portable Handwash	Installation	11.00	\$31.54	WK	1.1579	\$401.72
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 11 Week Duration
-Non-Consecutive days
25th & Comm - 5 Days
32nd St - 5 Days
47th St - 9 Days
Euclid - 10 Days
Encanto - 6 Days
Mass - 10 Days
Lemon - 10 Days

Total 55 Days

Item Note:

							Total:	\$401.72
--	--	--	--	--	--	--	--------	----------

15	015219000008	For Each Delivery, Add	MOD: 0004	Installation	7.00	\$25.00	WK	1.1579	\$202.63
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					

User Note: 7 Stations

Item Note:

							Total:	\$202.63
--	--	--	--	--	--	--	--------	----------

16	015626000175	48" High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence	Installation	3,500.00	\$2.66	LF	1.1585	\$10,785.64
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.1585	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				

User Note: Pedestrian Control / Work Area Control
7 Stations - Estimated 500LF each

Item Note:

							Total:	\$10,785.64
--	--	--	--	--	--	--	--------	-------------

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

17	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed	Installation	15.00	\$715.07	EA	1.1579	\$12,419.69
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000

\$0.00

EA

1.1579

\$0.00

Includes Labor Yes

Includes Equipment Yes

Includes Materials No

User Note: Delivery of equipment
Scissor Lift - 7 Stations
Forklift - 3 stations
Articulating Man lift - 5 stations

Total 15 delivery's

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

Total:

\$12,419.69

18	017419000014	20 CY Dumpster (3 Ton) "Construction Debris"	Installation	7.00	\$645.00	EA	1.1579	\$5,227.92
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000

\$0.00

EA

1.1579

\$0.00

Includes Labor No

Includes Equipment No

Includes Materials Yes

User Note: Removed Debris Disposal
7 Stations

Item Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.

Total:

\$5,227.92

05 Metals								\$4,600.79
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
19	050523001343	1-1/8" Diameter, Zinc Plated Steel, Grade 8 Hex Nut	Installation	40.00	\$6.29	EA	1.1579	\$291.33

Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000

\$0.44

EA

1.1579

\$0.00

Includes Labor Yes

Includes Equipment No

Includes Materials Yes

User Note: New Hardware for light poles, 10 poles x4 ea.

Item Note:

Total:

\$291.33

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 3

20	050523001425	1-1/8" Inside Diameter, Zinc Plated Steel, Hardened Flat Washer	Installation	40.00	\$4.30	EA	1.1579	\$199.16
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: New Hardware for light poles, 10 poles x4 ea.

Item Note:

							Total:	\$199.16
--	--	--	--	--	--	--	--------	----------

21	050523001509	1-1/8" Inside Diameter, Hot Dipped Galvanized Steel Lock Washer	Installation	40.00	\$2.50	EA	1.1579	\$115.79
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: New Hardware for light poles, 10 poles x4 ea.

Item Note:

							Total:	\$115.79
--	--	--	--	--	--	--	--------	----------

22	055213000028	Powder Coated Steel, Wire Mesh Or Welded Wire Mesh, Railing Infill Panel	Installation	400.00	\$8.62	SF	1.1585	\$3,994.51
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1585	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: This is used to represent the "cages/screens" around the Shelter LED light strips
25th St - 12ea
Lemon Grove - 8ea

Need 20 Cages at estimated 20SF Estimated

Item Note:

							Total:	\$3,994.51
--	--	--	--	--	--	--	--------	------------

08 Openings								\$1,462.21
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 3

23	083113000011	12" x 12" Stainless Steel Access Door With Cam Latch	Installation	8.00	\$157.77	EA	1.1585	\$1,462.21
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$39.93	EA	1.1585	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Lemon Grove Station
Access for new shelter lights
Item Note:

Total:	\$1,462.21
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09 Finishes	\$959.24
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
24	099113000470	Paint Exterior Wood Trim, 1 Coat Primer, Brush Work	Installation	240.00	\$1.16	SF	1.1585	\$322.53
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1585	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Lemon Grove
Paint the under portions only of two shelters after new lighting upgrades
Estimate 10x12x2
Item Note:

Total:	\$322.53
--------	----------

25	099113000472	Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	Installation	240.00	\$2.29	SF	1.1585	\$636.71
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1585	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Lemon Grove
Paint the under portions only of two shelters after new lighting upgrades
Estimate 10x12x2
Item Note:

Total:	\$636.71
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26 Electrical	\$659,399.12
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

26	265113000011	Circular Clear Lens, Recessed Fixture Trim	Installation	1.00	\$44.37	EA	1.1585	\$51.40
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$11.06	EA	1.1585	\$12.81
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Lemon Grove - 1 decorative lens replacement

Item Note:

								Total:	\$64.21
--	--	--	--	--	--	--	--	--------	---------

27	265613000233	15' High, 4" OD, 11 Gauge, Square Straight, Steel Area Light Pole, Anchor Base	Installation	1.00	\$939.55	EA	1.1579	\$1,087.90
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$211.16	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: New Poles
47th - 1

Item Note:

								Total:	\$1,087.90
--	--	--	--	--	--	--	--	--------	------------

28	265613000280	25' High, 6.41" Base OD, 7 Gauge, Square Tapered, Steel Area Light Pole, Anchor Base	Installation	9.00	\$2,975.78	EA	1.1579	\$31,010.90
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$355.65	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: New Poles
47th - 2
Euclid - 1
Mass - 6

9 total

Item Note:

								Total:	\$31,010.90
--	--	--	--	--	--	--	--	--------	-------------

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

29	265619000161	100 LEDs, 218 Watt, Pole Mount, LED Architectural Area Fixture (Lithonia DSX2 LED)	Installation	73.00	\$2,368.62	EA	1.1585	\$200,315.38
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	73.000000	\$93.35	EA	1.1585	\$7,894.66
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: Platform Lights 73 total						
		Item Note:						
							Total:	\$208,210.04
30	265619000161	100 LEDs, 218 Watt, Pole Mount, LED Architectural Area Fixture (Lithonia DSX2 LED)	Installation	15.00	\$2,207.45	EA	1.1579	\$38,340.10
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$93.35	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment Yes	Includes Materials Yes				
		User Note: SPARE PARTS PROVIDE ONLY (NO LABOR) Parking Lot - 8 Platform - 7						
		Item Note:						
							Total:	\$38,340.10
31	265619000161	100 LEDs, 218 Watt, Pole Mount, LED Architectural Area Fixture (Lithonia DSX2 LED)	Installation	79.00	\$2,368.62	EA	1.1580	\$216,686.09
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	79.000000	\$93.35	EA	1.1580	\$8,539.84
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: Parking Lot Lights 76 total PLUS 3 residential Lights at 47th St.						
		Item Note:						
							Total:	\$225,225.93

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.
Contract Number: PWG324.0-21
Contract Name: JOC Building and Facilities Construction Services. - Option 3

32	265619000228	77 Watt, Post Top Mount, Acorn Style LED Area Fixture (Cooper Lighting Invue® MSA-CO3)	Installation	32.00	\$1,481.27	EA	1.1585	\$54,913.64
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	32.000000	\$122.24	EA	1.1585	\$4,531.68
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: Acorn Decorative Area Light 25th & Comm - 14 Lemon Grove - 12 Euclid - 6 Total 32						
		Item Note:						
							Total:	\$59,445.32
33	265619000228	77 Watt, Post Top Mount, Acorn Style LED Area Fixture (Cooper Lighting Invue® MSA-CO3)	Installation	4.00	\$1,270.21	EA	1.1579	\$5,883.10
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$122.24	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment Yes	Includes Materials Yes				
		User Note: SPARE PARTS PROVIDE ONLY (NO LABOR) Acorn Decorative - 3 Round Cone -1						
		Item Note:						
							Total:	\$5,883.10
34	265619000245	4' Long, 5,200 Lumens, 40 Watt, Vapor Tight Dimmable LED Fixture (Sylvania VAPOR1B/040UNVD840/48EC/GR/D)	Installation	22.00	\$267.06	EA	1.1579	\$6,803.03
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$26.39	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment Yes	Includes Materials Yes				
		User Note: Spare parts table shows 5' x 2 ea. 6' x 2 ea, 10' x 6 ea. = 82' / 4' = 21 (rounded to nearest whole) We add 1 more additional 5' in lieu of the 6" puck light for Lemon Grove to get our quantity. LED STRIP LIGHT - SPARE PARTS PROVIDED ONLY (NO LABOR) 87LF needed of LED Strip Lights Line item is 4LF only so quantity is 22						
		Item Note:						
							Total:	\$6,803.03

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$801,575.13

Approved Date: August 21, 2024

Job Order: MTSJOC324-42

Job Order Name: SELT Orange Line Lighting Upgrades OY3

Location: Refer to Section 1-6 for station locations

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

35	265619000245	4' Long, 5,200 Lumens, 40 Watt, Vapor Tight Dimmable LED Fixture (Sylvania VAPOR1B/040UNVD840/48EC/GR/D)	Installation	216.00	\$306.61	EA	1.1585	\$76,724.86
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	216.000000	\$26.39	EA	1.1585	\$6,603.73
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Shelter Light Tables Shows (5' x 24) + (6' x 24) + (10' x 56) = 824' ABC AGREES but table doesn't have the 8-5' for Lemon Grove so add 8 x 5' = 40' to the 824' (824' + 40') / 4 = 216

Shelter LED Strip Lighting
864LF needed of LED Strip Lights
Line item is 4LF only so quantity is 216 units to equal LF needed

Item Note:

	Total:	\$83,328.59
	Proposal Total:	\$801,575.13
Div	The Percentage of Non Pre-Priced on this Proposal:	0.0%

* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C
(Subcontractor Listing)

DRAFT

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att. A, AI 12, 09/12/24
 Metropolitan Transit System

Subcontractor Report

Date: 8/23/2024

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-42
Job Order Title: SELT Orange Line Lighting Upgrades OY3
Job Order Value: \$801,575.13
Location: Refer to Section 1-6 for station locations
Contractor: ABC General Inc. Harborside
Subcontractors: Construction Inc
Swift Electric
the doctor of electricity

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Harborside Construction Inc 2010 Garrison Way, El Cajon, CA 92019	730817	Carpenter		\$20,000.00	2.50%
Swift Electric 12515 Woodside Ave #906, Lakeside, CA 92040	915171	Electrician		\$216,320.00	26.99%
the doctor of electricity 41815 Hawthorne Street, Murrieta, CA 92562	517763	Electrician		\$338,780.00	42.26%

Summary

Certification Name	Value	% Subcontracted
	\$575,100.00	2.50%
Total	\$575,100.00	71.75%



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 13

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

September 12, 2024

SUBJECT:

Proposed Revisions to MTS Board Policy No. 48 "Transit Service Discrimination Complaints Procedures"

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the proposed revisions to MTS Board Policy No. 48 "Transit Service Discrimination Complaint Procedures" (Attachment A).

Budget Impact

None with this action.

DISCUSSION:

Per Federal Transit Law at 49 U.S. Code Section 5332(b), MTS must ensure that no person is excluded from participating in, denied a benefit of, or discriminated against under, an MTS project, program or activity receiving financial assistance because of race, color, religion, national origin, sex, disability, or age. The Federal Transit Administration's (FTA) oversees grant recipient's implementation of civil rights regulations and policy to ensure the non-discriminatory use of federal funds through its regulations, guidance, technical assistance, and compliance reviews.

One such FTA requirement is for transit providers to have a separate oversight process to review complaints alleging transit service discrimination based on disability (ADA), or race, color or national origin (Title VI), that is in addition and/or complementary to an agency's general customer service complaint process. MTS Board Policy No. 48, "Transit Service Discrimination Complaints Procedures", sets forth the process to investigate, make determinations, and the designated staff responsible for overseeing transit service discrimination complaints.

Although the FTA has not required this separate complaint review process be extended to transit service complaints that allege discrimination on the basis of age, sex or religion (i.e. it is instead permissible to process such complaints through the general customer service complaint process), other federal agencies such as Federal Emergency Management Agency (FEMA) do



require the transit service discrimination complaint process cover these additional bases. With the potential of future FEMA grant funds relating to the January 2024 floods, today's proposed revisions to MTS Board Policy No. 48 extends this transit service discrimination complaint process to transit service complaints alleging discrimination based on age, sex, or religion. Where previously such complaints were investigated and responded to through MTS's general customer service complaint process, complaints alleging discrimination based on age, sex or religion will now be handled through the process outlined in MTS Board Policy No. 48.

As part of these revisions, MTS also conducted a comprehensive review of MTS Board Policy No. 48. In its current version, there is a provision that MTS staff's determination on a transit service discrimination complaint may be appealed to the CEO and/or be submitted to the FTA Office of Civil Rights for review.

After further review, it was found that the option to appeal transit service discrimination complaints to the CEO is rarely utilized by complainants, may not be possible if MTS staff during investigations already notified the CEO about the complaint, or could be perceived as not being heard by a neutral decision maker. After a review of how other transit agencies handle appeals of its transit service discrimination complaints, many designated the FTA Office of Civil Rights as being the appropriate entity to review an appeal.

The FTA Office of Civil Rights has an established process to review transit service discrimination complaints that have already been reviewed by the transit agency. This process aims to ensure its grant recipients are in compliance with applicable civil rights laws and if any deficiencies are found, how best such deficiencies can be corrected by the transit agency (see <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/file-complaint-fta>). Thus, the proposed revisions to MTS Board Policy No. 48 remove the CEO appeal process and replaces it with the FTA Office of Civil Rights as being the appropriate next step in an appeal.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. MTS Board Policy No. 48 (revisions in red-line)



Policies and Procedures No. 48

Board Approval: ~~4/14/22~~9/12/2024

SUBJECT:

TRANSIT SERVICE DISCRIMINATION COMPLAINTS PROCEDURES

PURPOSE:

To carry out Title II of the Americans with Disabilities Act of 1990 (ADA), ~~and~~ Title VI of the Civil Rights Act of 1964 (Title VI), and Federal Transit Law at 49 U.S.C. 5332(b), the Federal Transit Administration (FTA) ~~recommends~~ requires that transit agencies adopt a procedure in which complaints alleging discrimination in provision of transit service are filed, investigated, and a determination made. This policy sets forth such procedures.

BACKGROUND:

It is the policy of the San Diego Metropolitan Transit System, hereinafter "MTS"; its subsidiaries, San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI); and its contractors to follow the established procedure for handling all alleged transit service ADA discrimination complaints on the basis of disability, ~~and~~ all alleged transit service Title VI discrimination complaints on the basis of race, color, or national origin (including limited English proficiency), and alleged transit service discrimination complaints on the basis of sex, age, or religion, hereinafter "complaints".

The responsibility for the implementation of the discrimination complaint procedures is assigned to the Deputy General Counsel. Contact information for the Deputy General Counsel is as follows:

San Diego Metropolitan Transit System
Attn: Deputy General Counsel
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel.: 619-557-4539

Email: ~~Samantha.Leslie~~CivilRightComplaints@sdmts.com;
ADAComplaints@sdmts.com; and/or TitleVIComplaints@sdmts.com¹.

All management personnel within MTS, SDTC, and SDTI, and MTS's Contractors, are expected to support and implement the following procedures.

PROCEDURES:

- 48.1 All complaints must be submitted in writing (paper or electronic) by the complainant or their representative, hereinafter "complainant", before any action

¹ ADAComplaints@sdmts.com and TitleVIComplaints@sdmts.com are legacy emails. MTS staff would like to continue to use these email addresses for those complainants that historically utilize this contact method.



will be taken. A written complaint is necessary to provide a clear record of the issue to be investigated and to help define the scope of the investigation. If complainant is unable to submit their complaint in writing due to a disability or limited-English proficiency, upon request, reasonable accommodations will be made.

The complaints shall provide all pertinent facts and circumstances surrounding the alleged discrimination that will allow a thorough review and/or investigation. Complainant may mail or email their complaint to the Deputy General Counsel, using the contact information above. The complainant may also use MTS's ADA or Title VI Complaint Form to submit their complaint, as seen in Exhibit A and B of this Policy.

The complaint should be filed within 180 calendar days from the time of the alleged discrimination. A complaint may be administratively closed when received later than this deadline if evidence of the alleged discrimination no longer exists to properly investigate the complaint.

- 48.2 Upon receipt of a complaint, the Deputy of General Counsel will document and assign the complaint to investigating staff for further investigation. Within 10 working days after receipt, the investigating staff will begin investigating the complaint. The investigating staff may use the following resources when available to complete its investigation of the complaint: reviewing video footage, incident reports and employee reports and interviewing applicable personnel.

In instances where additional information is needed, the investigating staff will contact the complainant in writing or where appropriate, in a format accessible to the complainant. Failure of the complainant to provide the requested information by a certain date may result in the administrative closure of the complaint or a delay in complaint resolution.

Based upon all the information available from both parties (i.e., the complainant and ~~the identified agency or department~~ MTS) the investigating staff will prepare a response subject to review and approval by the Deputy General Counsel. The investigating staff will use its best efforts to communicate its determination on the matter to the complainant within 90 working days after receipt of complaint. If noncompliance with ADA, ~~or~~ Title VI, or Federal Transit Law is determined, a recommendation on remedial action will be made.

In accordance with Department of Transportation (DOT) Regulations, a copy of the complaint will be maintained for at least one (1) year from the date the complaint was submitted. Documentation summarizing the complaint and MTS's findings will be maintained for at least (5) years from the date the complaint was submitted.

- ~~48.3 The complainant may appeal the determination from investigating staff to the Chief Executive Officer within 10 working days after receipt.~~

~~Within 15 working days after receipt of an appeal, the Chief Executive Officer will evaluate all information received and respond in writing, and, where appropriate, in a format accessible to the complainant, with a final determination of the complaint.~~

- ~~48.34~~ The complainant who is dissatisfied with the ~~final~~ determination of ~~the Chief Executive Officer~~ MTS may submit ~~an administrative~~ their complaint to the FTA Office of Civil Rights at <https://www.transit.dot.gov/regulations-and-guidance/civil->

[rights-ada/file-complaint-fta](mailto:FTA.CivilRightsCommunications@dot.gov) FTA.CivilRightsCommunications@dot.gov, (888) 446-4511, or to the address below, within 180 days after the date of the alleged discrimination, unless the time for filing is extended by the FTA.

Federal Transit Administration
Office of Civil Rights
~~Attention: Complaint Team~~
~~East Building, 5th Floor — TCR~~
1200 New Jersey Ave., SE
Washington, DC 20590

This policy was adopted 3/12/98.

Policy revised on 5/13/04.

Policy revised on 1/28/15.

Policy revised on 9/17/15.

Policy revised on 4/14/22

Policy revised on 9/12/2024

Attachments: Exhibit A – Title VI Complaint Form – English (Available in other languages on the MTS website and upon request)

Exhibit B – ADA Complaint Form – English (Available in other languages on the MTS website and upon request)



Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

If you believe you have been discriminated against by MTS, you may file a signed, written complaint within 180 days of the date of alleged discrimination. You may use the form below, which includes the necessary information to process your claim. When completed, please return this form to the Metropolitan Transit System, Title VI Officer, 1255 Imperial Avenue #1000, San Diego, CA 92101.

SECTION 1: BASIC INFORMATION

COMPLAINANT'S INFORMATION

Name:	
Address:	
City/State/Zip:	
Telephone Number:	

VICTIM'S INFORMATION (if other than above)

Name:	
Address:	
City/State/Zip:	
Telephone Number:	

Date of alleged discrimination:

Do you believe that the reason for the alleged discrimination is:

- ☐ Race
☐ Color
☐ National Origin

Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

☐ No

☐ Yes

→ If yes, mark all appropriate boxes:

☐ Local agency

☐ Federal agency

☐ State agency

☐ Federal court

☐ State court

Contact information for the agency/court where the complaint was filed:

Name:	
Address:	
City/State/Zip:	
Telephone Number:	

Describe in your own words the alleged discrimination. Please explain what happened and whom you believe was responsible. Provide all details and pertinent facts and circumstances surrounding the alleged discrimination that will help MTS investigate your complaint. You may use the back of this form if additional space is required. (You may also attach any written materials or other information that you think is relevant to your complaint.)

[illegible]

Complainant's Signature: _____ Date: _____



ADA Complaint Form

MTS is committed to ensuring that our implementation of public transportation services is fully compliant with Title II of the American Disabilities Act and Section 504 of the Rehabilitation Act of 1973. Any person who believes there may be either a(n): 1) **ACCESSIBILITY ISSUE** (e.g., physical barriers) or 2) **DISCRIMINATION BASED ON DISABILITY** may file a signed, written ADA complaint with MTS.

Please mail or deliver this form to: San Diego Metropolitan Transit System, Deputy General Counsel, 1255 Imperial Avenue #1000, San Diego, CA 92101.

SECTION 1: BASIC INFORMATION OF COMPLAINANT

<u>PERSON SUBMITTING COMPLAINANT INFORMATION</u>	<u>COMPLAINANT'S INFORMATION (only if different than the person submitting the complaint)</u>
Name: _____	Name: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone Number: _____	Telephone Number: _____
Email Address: _____	Email Address: _____

SECTION 2: INCIDENT DETAILS

<u>ACCESSIBILITY COMPLAINT</u>	<u>DISCRIMINATION BASED ON DISABILITY COMPLAINT</u>
1) Date, if any, when accessibility issue occurred? _____	1) Date of alleged discrimination based on disability? _____
2) Location of Accessibility Issue: Bus/Trolley Station? _____ Bus/Trolley Stop? _____ Bus/Trolley Route or Number? _____ Other? _____	2) Have you filed this complaint with any other federal, state or local agency; or with any federal or state court? NO? _____ YES? _____
3) Describe in detail the incident below in SECTION 3.	3) If yes, please provide the contact information for the agency/court where the complaint was filed? Agency/Court Name? _____ Address? _____ _____ Telephone Number? _____
	4) If yes, please provide the applicable complaint number, if known. _____
	5) Describe in detail the incident below in SECTION 3.

Exhibit B

Att. A, AI 13, 09/12/24

SECTION 3: EVENT DETAILS

ACCESSIBILITY ISSUE: If there is an accessible issue, please explain how, when, where, and why you believe MTS is not accessible to persons with disabilities. You may attach additional pages if additional space is required. You may also attach any written materials or other information that you think is relevant to your complaint.

DISCRIMINATION BASED ON DISABILITY: If there is alleged discrimination based on disability, please explain what happened and whom you believe was responsible. Provide all details, pertinent facts and circumstances surrounding the alleged discrimination that will help MTS investigate your complaint. Specific details includes: dates, times, route numbers, bus numbers and locations. You may attach additional pages if additional space is required. You may also attach any written materials or other information that you think is relevant to your complaint.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SECTION 4: SIGNATURE

Complainant's Signature: _____

Date: _____



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 14

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

September 12, 2024

SUBJECT:

Kearny Mesa Division (KMD) HVAC Replacement – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-57 under MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$684,882.39 for replacing all existing Heating, Ventilation, and Air Conditioning (HVAC) at the KMD bus maintenance and administration buildings.

Budget Impact

The total contract cost of services is estimated to be \$696,936.32. Under separate MTS Doc. No. L1282.0-16, with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of \$12,053.93. The project will be funded by the Capital Improvement Program (CIP) 3008126701 – KMD HVAC Replacement.

DISCUSSION:

The existing HVAC systems that are currently serving the administration, bus maintenance, and service lane buildings at KMD are beyond their useful life and need full replacement. This project will generally consist of a full replacement of eight (8) existing HVAC units including heaters, package units, and mini-split systems. This project will also include the installation of an additional mini-split system to serve portions of the bus maintenance building that have been underserved by the existing system. Replacing all of the existing units will bring the facility back into a state of good repair and will help reduce maintenance costs associated with maintaining the old units that are beyond their useful life.

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



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

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

Nine (9) bids were received, and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (Agenda Item (AI) 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this work order was reviewed and determined to be fair and reasonable. ABCGC and their subcontractor Comfort Mechanical, a Small Business (SB), will provide all materials, labor, and equipment for the removal and replacement of the HVAC units. Work is expected to be completed by January 2025.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC324-57 under MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$684,882.39 for replacing all existing HVAC at the KMD bus maintenance and administration buildings.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Job Order MTS Doc No. MTSJOC324-57



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-57
WORK ORDER NUMBER

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: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113

(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$684,882.39

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ABC GENERAL CONTRACTOR, INC.

By: Sharon Cooney, Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: Karen Landers, General Counsel

Title: _____



EXHIBIT A (Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 8/12/2024

Job Order Contracting

To:

From:

Contract No: PWG324.0-21
Job Order No: MTSJOC324-57
Job Order Title: KMD HVAC Replacement
Location: KMD
4630 Ruffner Rd.
San Diego, CA 92101

Brief Scope of Work:

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

SECTION 7- SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 7-1 GENERAL

4630 Ruffner St, San Diego, CA 92111

All work is to occur within KMD.

SECTION 7-2 STAGING

Contractor is to keep and store all materials and equipment within the work area as possible. Any further staging would have to be coordinated with the MTS Project Manager. There may be some available space within or adjacent to the multiple locations at KMD. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

SECTION 7-3 TEMP FACILITIES

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

SECTION 7-4 SAFETY AND ACCESS

Diligent caution must be taken during the undertaking of this work. All work will occur within an active bus yard and maintenance facility. Key personnel will be granted badges for access. Only vehicles necessary for the performance of the work shall be parked within the yard adjacent to the various locations around KMD.

SECTION 7-5 WASTE

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

SECTION 7-6 SCHEDULE AND SEQUENCING

All work shall be completed within Ninety (90) calendar days from issuance of Notice to Proceed. It is assumed there will be some lead time for some items, which is included in the duration. The work shall commence once all material is available and the work can proceed without stoppages.

SECTION 7-7 DETAILED SCOPE OF WORK:

Contractor is to remove and replace all (8) HVAC units currently serving the KMD facility, including 2 package units, 4 HV units, and 2 mini-splits. Contractor is also to add new mini-split unit to the maintenance building in order to properly meet AC needs of the facility. Contractor is to make any roofing repairs necessary. Contractor is to provide and install new curb/isolation pad, power, and disconnect for new unit. Contractor is responsible for disposal of all units and refrigerants. Contractor is also to relocate existing thermostat from the second floor scanner room down to the foreman's office to allow for better control of site temp.

All job orders include the labor, equipment, and material costs for a complete and in-place installation, unless otherwise noted.

EXHIBIT B (Cost Breakdown)



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$31,731.65	\$0.00	\$0.00	\$31,731.65
02	Existing Conditions	\$108.32	\$0.00	\$0.00	\$108.32
07	Thermal And Moisture Protection	\$7,563.38	\$0.00	\$0.00	\$7,563.38
23	Heating, Ventilating, And Air-Conditioning (HVAC)	\$130,252.35	\$492,757.59	\$15,298.38	\$638,308.32
26	Electrical	\$7,170.72	\$0.00	\$0.00	\$7,170.72
Line Count: 34		Proposal Total:			\$684,882.39

The Percentage of Non Pre-Priced on this Proposal: 71.9%

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

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Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

01 General Requirements								\$31,731.65
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000010	Electrician	Installation	128.00	\$78.27	HR	1.1579	\$11,600.49
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.1579	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								
Owner Comments: V:1.2-Added time for addition of new unit and comission/decomission of new units								

User Note: * Connect to existing electrical, communication wires.
* Provide operational test upon completion of repairs.

16 hours per unit x 8 units
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Total:								\$11,600.49
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2	012220000010	For Foreman, Add	MOD: 0001	Installation	40.00	\$3.91	HR	1.1579	\$181.10
Accepted	<i>History: 1.1 Added, 1.2 Modified, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted</i>								
Includes Labor Yes Includes Equipment No Includes Materials No									

Total:								\$181.10
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3	012220000037	Plumber		Installation	64.00	\$95.53	HR	1.1579	\$7,079.31
Accepted		History:		Demo:	0.000000	\$0.00	HR	1.1579	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No									

User Note: * Connect to existing mechanical lines.
* Provide operational test upon completion of repairs.
8 hours per unit x 8 units

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

Total:								\$7,079.31
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Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

4	012220000084	Flagperson For Traffic Control	Installation	32.00	\$74.04	HR	1.1579	\$2,743.39
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: Safety for crane lifting

Item Note:

							Total:	\$2,743.39
--	--	--	--	--	--	--	--------	------------

5	012223000933	100 To 110 Ton Lift, Cable Controlled Lattice Boom, Truck Mounted Mechanical Crane With Full-Time Operator	Installation	1.00	\$3,050.06	DAY	1.1579	\$3,531.66
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				

User Note: 1 Lift

Item Note:

							Total:	\$3,531.66
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

6	012223001300	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	Installation	2.00	\$852.25	DAY	1.1579	\$1,973.64
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.1579	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-Line says it does not include labor but MOD is blank and labor box is still checked. Either uncheck labor and delete mod or fill in modifier								

User Note: Hauling new and old units, 2 days, no labor included

Item Note:

								Total:	\$1,973.64
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7	012223001300	For Equipment Without Operator, Deduct	MOD: 0029	Installation	2.00	-\$573.42	DAY	1.1579	-\$1,327.93
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted							
Includes Labor Yes Includes Equipment No Includes Materials No									

								Total:	-\$1,327.93
--	--	--	--	--	--	--	--	--------	-------------

8	017113000012	100 Ton Lift Move On/Off Cost, Cable Controlled Lattice Boom Mechanical Crane	Installation	1.00	\$1,703.92	EA	1.1579	\$1,972.97
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: 1 Lift

Item Note: Includes delivery, rigging and pickup.

								Total:	\$1,972.97
--	--	--	--	--	--	--	--	--------	------------

* Includes Price Changes due to Construction Task Catalog update



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By Division

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Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

9	017136000004	>1 To 4 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt	Installation	1.00	\$975.96	EA	1.1579	\$1,130.06
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: For roof penetration

Item Note:

							Total:	\$1,130.06
10	017413000003	Collect Existing Debris And Load Into Truck Or Dumpster	Installation	80.00	\$21.83	CY	1.1579	\$2,022.16
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	CY	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: 8 Units (Estimated)

Item Note: Per CY of debris removed.

							Total:	\$2,022.16
11	017419000036	General Refuse	Installation	16.00	\$44.52	TON	1.1579	\$824.80
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	TON	1.1579	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: Disposal of removed units and debris
8 units

Item Note:

							Total:	\$824.80
02 Existing Conditions								\$108.32
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total



Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

12	024119130180	Drill 4" Diameter Core In >6" To 8" Brick/Concrete Block	Installation	1.00	\$93.55	EA	1.1579	\$108.32
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Roof penetration
Item Note:

Total:	\$108.32
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07 Thermal And Moisture Protection \$7,563.38

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
13	070513000002	Up To 1 SQ, Mobilization Of Crew For Small Quantity Of Roof Work	Installation	7.00	\$933.14	EA	1.1579	\$7,563.38
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: Roof penetration
Item Note:

Total:	\$7,563.38
--------	------------

23 Heating, Ventilating, And Air-Conditioning (HVAC) \$638,308.32

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
14	230110910006	>1,000' To 2,000', Up To 1-1/2" Diameter Pipe, Purge Gas Systems	Installation	8.00	\$1,335.38	EA	1.1579	\$12,369.89
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: 8 Units
Item Note:

Total:	\$12,369.89
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Price Proposal Detail Report

By Division

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Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

15	230160710003	Recovery And Recharging Of Refrigerant	Installation	400.00	\$14.21	LB	1.1579	\$6,581.50
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	LB	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: 8 Existing Units (Estimated)
Item Note: Includes cleaning refrigerant gas prior to recharging.

Total:	\$6,581.50
--------	------------

16	230593000011	Balancing Package A/C Unit	Installation	8.00	\$267.20	EA	1.1579	\$2,475.13
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: 8 units
Item Note:

Total:	\$2,475.13
--------	------------

17	233113230003	Galvanized Steel Welded Duct	Installation	1,600.00	\$16.66	LB	1.1579	\$30,864.98
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Modified, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	1600.000000	\$7.30	LB	1.1579	\$13,524.27
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: 8 Units attaching to existing building (Estimated 200lbs each)
Item Note:

Total:	\$44,389.25
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18	237416130061	5 Ton, Air Cooled Packaged Rooftop Units (AAON RQ-005)	Installation	1.00	\$9,118.54	EA	1.1579	\$10,558.36
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$1,928.66	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: "Like" 1-5t gas package unit
Item Note:

Total:	\$10,558.36
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Price Proposal Detail Report

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Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

19	237416130061	For Factory Installed And Wired Dry Bulb Economizer, Add	MOD: 0523	Installation	1.00	\$798.38	EA	1.1579	\$924.44
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					
									Total: \$924.44
20	237416130061	For Single Zone VAV Controls, Includes Modulating Compressor And Supply Fan, Add	MOD: 0525	Installation	1.00	\$866.41	EA	1.1579	\$1,003.22
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					
									Total: \$1,003.22
21	237416130061	For Factory Installed Non-Fused Disconnect, Add	MOD: 0529	Installation	1.00	\$780.48	EA	1.1579	\$903.72
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					
									Total: \$903.72
22	237416130061	For Factory Installed Exhaust Fan, Add	MOD: 0530	Installation	1.00	\$3,711.47	EA	1.1579	\$4,297.51
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					
									Total: \$4,297.51



Price Proposal Detail Report

By Division

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Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

23	238113130013	15 Ton Single Package Cooling, Vertical Wall Unit, Air To Air Type With Electric Heat	Installation	1.00	\$33,887.31	EA	1.1579	\$39,238.12
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	1.000000	\$898.34	EA	1.1579	\$1,040.19
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: "Like" 1-15t gas package unit with curb adapter

Item Note:

								Total:	\$40,278.31
--	--	--	--	--	--	--	--	--------	-------------

24	238126130019	30,600 BTU, 17.6 SEER, Outdoor Unit, Wall Mounted Ductless Split System Air Conditioners	Installation	3.00	\$4,304.92	EA	1.1579	\$14,954.00
Accepted		History:	Demo:	3.000000	\$211.28	EA	1.1579	\$733.92
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

								Total:	\$15,687.92
--	--	--	--	--	--	--	--	--------	-------------

25	238126130032	4" Line Set Cover, Rigid Polyvinyl Chloride (PVC) Line Set Covers	Installation	400.00	\$10.87	LF	1.1579	\$5,034.55
Accepted		History:	Demo:	0.000000	\$1.19	LF	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Estimated conduit run

Item Note:

								Total:	\$5,034.55
--	--	--	--	--	--	--	--	--------	------------

26	238126130038	4" 90 Degree Elbow, Rigid Polyvinyl Chloride (PVC) Line Set Covers	Installation	8.00	\$58.08	EA	1.1579	\$538.01
Accepted		History:	Demo:	0.000000	\$4.46	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Estimated conduit run

Item Note:

								Total:	\$538.01
--	--	--	--	--	--	--	--	--------	----------



Price Proposal Detail Report

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Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

27	238126130041	4" 90 Degree Long Radius Elbow, Rigid Polyvinyl Chloride (PVC) Line Set Covers	Installation	8.00	\$54.94	EA	1.1579	\$508.92
Accepted		History:	Demo:	0.000000	\$4.76	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Estimated lineset run

Item Note:

							Total:	\$508.92
--	--	--	--	--	--	--	--------	----------

28	Non-PrePriced Item	Provide and Install (4) HV Heaters		1.00	\$492,757.59		1.0000	\$492,757.59
Accepted		History:	Demo:	0.000000	\$0.00		1.0000	\$0.00
Includes Labor No Includes Equipment No Includes Materials No								

Owner Comments: V:1.4-change factor to 1.000

User Note: Provide and Install (4) HV Heaters

Note unit price has been reduced to equate for a "1.0000" adjustment factor as egordain system isn't allowing the selection.

Item Note:

							Total:	\$492,757.59
--	--	--	--	--	--	--	--------	--------------

26 Electrical								\$7,170.72
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
29	260519160056	2 Conductors, #12 AWG, 600 Volt, XLP (XHHW-2), Copper, Stranded, Power Cable, Installed In Conduit	Installation	1.00	\$1,373.73	MLF	1.1579	\$1,590.64
Accepted		History:	Demo:	0.000000	\$403.84	MLF	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Estimated Electrical run for new Split systems

Item Note:

							Total:	\$1,590.64
--	--	--	--	--	--	--	--------	------------

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

30	260533130597	1" Electrical Metallic Tubing (EMT) Conduit	Installation	500.00	\$5.17	LF	1.1579	\$2,993.17
Accepted		History:	Demo:	0.000000	\$1.58	LF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Estimated Electrical run for new Split systems

Item Note:

								Total:	\$2,993.17
--	--	--	--	--	--	--	--	--------	------------

31	260533130609	1" Electrical Metallic Tubing (EMT) Set Screw Coupling	Installation	50.00	\$5.39	EA	1.1579	\$312.05
Accepted		History:	Demo:	0.000000	\$2.02	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Estimated Electrical run for new Split systems

Item Note:

								Total:	\$312.05
--	--	--	--	--	--	--	--	--------	----------

32	260533130631	1" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw	Installation	24.00	\$5.39	EA	1.1579	\$149.79
Accepted		History:	Demo:	0.000000	\$2.02	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Estimated Electrical run for new Split systems

Item Note:

								Total:	\$149.79
--	--	--	--	--	--	--	--	--------	----------

33	260533130694	1" Electrical Metallic Tubing (EMT) Pulling Elbow With Set Screws	Installation	8.00	\$21.90	EA	1.1579	\$202.86
Accepted		History:	Demo:	0.000000	\$8.65	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Estimated Electrical run for new Split systems

Item Note:

								Total:	\$202.86
--	--	--	--	--	--	--	--	--------	----------

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report



By Division

Version: 2.0

Approved

Proposal Value: \$684,882.39

Approved Date: August 5, 2024

Job Order: MTSJOC324-57

Job Order Name: KMD HVAC Replacement

Location: KMD 4630 Ruffner Rd. San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

34	260923000103	30 Amperes, 3 Pole, NEMA 4 Enclosure, Mechanically Held, Combination Lighting Contactor With Fused Disconnect Switch	Installation	1.00	\$1,660.08	EA	1.1579	\$1,922.21
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 1.4 Accepted, 1.5 Accepted, 2.0 Accepted	Demo:	0.000000	\$86.85	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Install 30amp 250v NEMA 3R single phase disconnect for new split unit

Item Note:

		Total:	\$1,922.21
		Proposal Total:	\$684,882.39
Div	The Percentage of Non Pre-Priced on this Proposal:		71.9%

* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att. A, AI 14, 09/12/24
 Metropolitan Transit System

Subcontractor Report

Date: 8/5/2024

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-57
Job Order Title: KMD HVAC Replacement
Job Order Value: \$684,882.39
Location: KMD
Contractor: ABC General Inc.
Subcontractor: Comfort Mechanical

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Comfort Mechanical 10740 Kenney St, #404 Santee, CA 92071	695913	HVAC		\$631,049.00	92.14%

Summary

Certification Name	Value	% Subcontracted
	\$631,049.00	92.14%
Total	\$631,049.00	92.14%



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 12, 2024

SUBJECT:

Investment Report – Quarter Ending June 30, 2024

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of June 30, 2024. The combined total of all investments has decreased quarter to quarter from \$295.5M to \$294.2M. This \$1.3M decrease is attributable to \$26.3M in capital expenditures and \$3.9M in annual property insurance premiums, partially offset by \$29.6M in Coronavirus Aid, Relief, and Economic Security Act (CARES) revenue, 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 Board Policy 30 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

Attachment: A. Investment Report for the Quarter Ending June 30, 2024



**San Diego Metropolitan Transit System
Investment Report
June 30, 2024**

Institution / Issuer	Function	Investment Type	Restricted	Unrestricted	Total	Avg. Rate of Return	Benchmark	
J.P. Morgan Chase	Operating Funds	Depository Bank	-	31,040,385	31,040,385	2.62%	*	0.500% WSJ Money Market
U.S. Bank - Retention Trust Account	Restricted for Capital Support	Depository Bank	3,031,659	-	3,031,659	N/A	**	-
Local Agency Investment Fund (LAIF)	Restricted (Stored Value)	Investment Pool	8,524,235	-	8,524,235	4.480%		5.048% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	State Grant Funds	Investment Pool	31,117,119	-	31,117,119	3.800%		5.048% S&P US T-Bill 0-3 Mth Index
Subtotal: Restricted for Capital Support / Stored Value			42,673,013	-	42,673,013			
Local Agency Investment Fund (LAIF)	Investment of Surplus Funds	Investment Pool	-	58,291,217	58,291,217	4.480%		5.048% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	Investment of Surplus Funds	Investment Pool	-	162,221,581	162,221,581	3.800%		5.048% S&P US T-Bill 0-3 Mth Index
Subtotal: Investment Surplus Funds			-	220,512,798	220,512,798			
Grand Total Cash and Investments			\$ 42,673,013	\$ 251,553,183	\$ 294,226,196			

*-The 2.62% 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)



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 12, 2024

SUBJECT:

Central Control Heating, Ventilation and Air Conditioning (HVAC) Replacement – Award Work Order Under a Job Order Contract (JOC)

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-39 under JOC to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$799,965.83 for the HVAC replacement in Building A at MTS Facilities.

Budget Impact

The total contract cost is estimated to be \$799,965.83. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of \$14,079.40. The project will be funded by the Capital Improvement Program (CIP) 2008121901 – Central Control HVAC.

DISCUSSION:

The Central Control in the San Diego Trolley Inc. (SDTI) Server rooms are considered one of the more important areas located in Building A at MTS Facilities and has been a home to monitor all Trolleys and tracks in operation. The HVAC system that provides climate control to these locations has been experiencing service age related problems and are at the end of their standard life capacity.

This project will consist of replacing, disposing and installing a new HVAC system that includes ducting to point of connection, gas piping to new unit, condense piping, electrical wiring including rigging of the equipment, and any required access or wall modifications to fit the new equipment to the HVAC Room.

Today's proposed action would issue a work order to ABCGC under their JOC Building and Facilities Construction Services master agreement. ABCGC and their subcontractor Comfort



Mechanical, a Small Business (SB), will provide all materials, labor, and equipment for the Central Control HVAC Replacements. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed within 90 days of issuance of the notice to proceed.

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

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

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

Nine (9) bids were received, and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (Agenda Item (AI) 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services. Today's work order would be issued under this master agreement.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-39 under JOC to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$799,965.83 for the HVAC replacement in Building A at MTS Facilities.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order MTSJOC324-39



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-39
WORK ORDER NUMBER

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: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113

(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.) Federal terms in accordance with master agreement apply.

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$799,965.83

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ABC GENERAL CONTRACTOR, INC.

By: _____
Sharon Cooney, Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: _____
Karen Landers, General Counsel

Title: _____



EXHIBIT A
(Scope of Work)

DRAFT



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 8/14/2024

Job Order Contracting

To:

From:

Contract No: PWG324.0-21
Job Order No: MTSJOC324-39
Job Order Title: Central Control HVAC Replacement
Location: Building A
12 S. 13th Street
San Diego, CA 92101

DRAFT

**Brief Scope
of Work:**

S.D.T.I. Facilities Department Ventilation and HVAC Improvements CIP FY 24

S.D.T.I. Facilities Department is in the need of replacing 4 HVAC's systems that provide cool air to the very important Central Control and Central Control communications data rooms.

Units are old and have been experiencing service age related problems and are at the end of its standard life expectancy.

SCOPE OF WORK HVAC:

1. Removal and disposal of existing deteriorated HVAC units and upgrade any ducting needed.
2. Furnish and install new HVAC package unit. New units to be located and attached to the existing equipment pad per structural engineering design. New units shall be equal to current model Stulz VHS—360DAR Y EC and SC5-312-DEC.
3. Install new ducting to point of connection.
4. Install required gas piping to new unit.
5. Install required condensate piping.
6. Install any electrical wiring needed.
7. Furnish required engineering mechanical plans and structural evaluation
8. All rigging is included.

Warranties:

Contractor agrees to provide MTS with all manufacture's product warranties, which shall not be less than one year on parts from date of completion. Warranties do not include preventive maintenance service.

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

DETAILED SCOPE OF WORK

The Contractor shall complete the construction of this project in its entirety and shall provide all labor,

materials, equipment, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Conformed Special Provisions.

This work consists of **CENTRAL CONTROL HVAC REPLACEMENT**

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

- Removal and disposal of existing HVAC units
- Furnish and install new HVAC package unit (4) air cooled systems, Wall Mounted Cooling Unit (1) and DC Ducted Cooling Unit (1). New units shall be equal to existing and fit for purpose.
- Install new ducting to point of connection.
- Install required gas piping to new unit.
- Install required condense piping.
- Install any electrical wiring needed.
- Furnish required engineering mechanical plans and structural evaluations.
- Temporary Air Units to provide during construction to keep Central Control undisturbed.
- Any fire system to be cap is included.
- Any required access or wall modifications is included.
- All rigging is included.

1. **SUBMITTALS:**

- HVAC Units
- Work Plans
- Schedule

1. **STAGING:**

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

1. **EXISTING UTILITIES:**

- The contractor shall notify the Engineer and Underground Service Alert (USA) (800) 422-4133 (if applicable) at least two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, wire or other structure.
- Contractor is to locate and protect in-place all existing underground facilities. The contractor shall coordinate with MTS personnel in order to have said facilities located and marked out by Cable, Pipe & Leak Detection (CPL) (619) 660-0844, or other approved utility locating subcontractor familiar with MTS facilities. All coordination and costs associated with (CPL) shall be provided by the contractor. If the Contractor cannot protect in-place existing underground facilities, the Contractor shall replace any damaged or removed underground facilities in a timely manner as to not allow for extended delays to the trolley services. If the services are subject to extended delays, the contractor shall notify MTS prior to the expiring of the original scheduled work time.
- Where such facilities are not located on the plans, no work shall be performed near said facilities until the owner, or his representative, has located the facility by potholing, probing, or other means that locate and identify the facility.

1. **CONSTRUCTION SURVEYING:**

- All field construction surveying required for accurate horizontal and vertical location, and other

various items of work on the contract shall be furnished by the Contractor. For the elevation, slope, and location should generally be based on what is existing.

1. **TEMP FACILITIES:**

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

1. **SAFETY AND ACCESS:**

- All work will occur within during the weekend hours and Single-Tracking, and so caution must be taken around. Cover protection for construction might require. RWP Training is required.

1. **WASTE:**

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

1. **SCHEDULE:**

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

All job orders include the labor, equipment, and material costs for a complete and in-place installation, unless otherwise noted.

EXHIBIT B
(Cost Breakdown)

DRAFT



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$228,566.13	\$0.00	\$0.00	\$228,566.13
02	Existing Conditions	\$8.78	\$0.00	\$0.00	\$8.78
23	Heating, Ventilating, And Air-Conditioning (HVAC)	\$548,652.32	\$0.00	\$22,738.60	\$571,390.92
Line Count: 24				Proposal Total:	\$799,965.83
The Percentage of Non Pre-Priced on this Proposal:					0.0%

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

01 General Requirements								\$228,566.13
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000010	Electrician	Installation	192.00	\$78.27	HR	1.0715	\$16,102.33
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0715	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-Estimated at 2 men x 12 days								
User Note: Safe Off and On of each of the 6 Units before demo and after new installation (2 men x 12 days)								
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.								
Total:								\$16,102.33
2	012220000043	Sheet Metal Worker	Installation	288.00	\$80.76	HR	1.0715	\$24,921.89
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0715	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-Estimated at 3 men per unit x 3 days each unit x 4 units								
User Note: Provide labor to connect to existing ductwork (3 men per unit x 3 days each unit x 4 units)								
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.								
Total:								\$24,921.89
3	012223000926	100 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	Installation	4.00	\$2,513.31	DAY	1.0715	\$10,772.05
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0715	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-This is to Off and on load load the 4 units								
User Note: 4 units, 4 different days								
Item Note:								
Total:								\$10,772.05

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

4	012223000988	12,000 LB Straight Mast, Industrial Warehouse Forklift With Full-Time Operator	Installation	1.00	\$4,998.92	WK	1.0715	\$5,356.34
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0715	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-Estimated 4 weeks								
User Note: (2) forks for 4 weeks, not consecutive								
Item Note:								

Total:	\$5,356.34
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5	012223001240	500 Ton Air Cooled Chiller Rental	Installation	4.00	\$28,756.21	MO	1.0715	\$123,249.12
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.0715	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-Estimated two month duration								
User Note: 2 rental units (large) for the two months								
Item Note: Includes trailer, pump and 200' of 6" hose.								

Total:	\$123,249.12
---------------	---------------------

6	012223001241	Setup Air Cooled Chiller Rental Unit	Installation	4.00	\$3,110.60	EA	1.0715	\$13,332.03
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0715	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-this is to set up temp units								

Total:	\$13,332.03
---------------	--------------------

7	012223001301	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full- Time Truck Driver	Installation	8.00	\$726.02	WK	1.0715	\$6,223.44
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0715	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-estimated two trucks needed onsite for duration								
User Note: (2) Onsite Tool trucks for 4 weeks								
Item Note:								

Total:	\$6,223.44
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Combined Report

Page 3 of 9

Print Date: 08/14/2024 01:42:12 PM PST

A-10



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

8	012223001330	13 CY Rear Dump Truck With Full-Time Truck Driver	Installation	6.00	\$1,621.69	DAY	1.0715	\$10,425.85
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0715	\$0.00

Includes Labor Yes Includes Equipment No Includes Materials Yes

Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor

Contractor Comments: V:1.3-Truck used to haul off removed materials

User Note: Haul on and off of removed units (6 Days)

Item Note:

								Total:	\$10,425.85
--	--	--	--	--	--	--	--	---------------	--------------------

9	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed	Installation	2.00	\$715.07	EA	1.0715	\$1,532.40
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0715	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor

Contractor Comments: V:1.3-Move on and off of 2 fork lifts

User Note: (2) Fork Lifts

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

								Total:	\$1,532.40
--	--	--	--	--	--	--	--	---------------	-------------------

10	017113000010	70 To 100 Ton Lift Move On/Off Cost, Hydraulic Crane	Installation	4.00	\$1,335.50	EA	1.0715	\$5,723.95
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0715	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor

Contractor Comments: V:1.3-Move on and off of crane, 4 different moves

User Note: 4 units, 4 different days

Item Note: Includes delivery and pickup.

								Total:	\$5,723.95
--	--	--	--	--	--	--	--	---------------	-------------------



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

11	017419000016	40 CY Dumpster (5 Ton) "Construction Debris"	Installation	1.00	\$814.98	EA	1.0715	\$873.25
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0715	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-Estimated 1 need								

							Total:	\$873.25
12	017419000046	Hauling With 10 To 12 CY Dump Truck, Up To 15 Miles	Installation	78.00	\$120.29	EA	1.0715	\$10,053.48
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0715	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-Hauling of removed items								
User Note: 6 -13CY loads estimated (6x13)								
Item Note: Each first 15 miles per trip								

								Total:	\$10,053.48
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02 Existing Conditions								\$8.78	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
13	024116130020	Sorting Of Material Debris For Recycling Prior To Hauling Off	Installation	1.00	\$8.19	CCF	1.0715	\$8.78
Accepted		History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted	Demo:	0.000000	\$0.00	CCF	1.0715	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								
Owner Comments: V:1.2-As discussed, kindly break it down showing the cost you allowed for access and wall repairs needed. We can put it in labor								
Contractor Comments: V:1.3-Estimated haul off								
User Note: 211CCF								
Item Note:								

								Total:	\$8.78
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23 Heating, Ventilating, And Air-Conditioning (HVAC)								\$571,390.92	
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

14	230120910016	>1" To 2", Water/Chlorine Pipe Disinfection/Flush/Testing	Installation	200.00	\$2.18	LF	1.0715	\$467.17
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.0715	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Flush existing refrigerant piping and prepare for refrigerant type change

Item Note:

								Total:	\$467.17
--	--	--	--	--	--	--	--	--------	----------

15	230160710003	Recovery And Recharging Of Refrigerant	Installation	1,200.00	\$14.21	LB	1.0715	\$18,271.22
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	LB	1.0715	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: Recover and recycle all existing refrigerant.

Item Note: Includes cleaning refrigerant gas prior to recharging.

								Total:	\$18,271.22
--	--	--	--	--	--	--	--	--------	-------------

16	230548130084	12" Diameter x 24" Molded Rubber Connectors With Helical Wire Reinforcement 150 PSI	Installation	16.00	\$2,930.97	EA	1.0715	\$50,248.55
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	16.000000	\$541.68	EA	1.0715	\$9,286.56
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: 4 per unit (4x4)

Item Note:

								Total:	\$59,535.11
--	--	--	--	--	--	--	--	--------	-------------

17	230593000084	>1,000' To 2,000', >1-1/2" To 4" Piping, Hydrostatic Testing	Installation	8.00	\$2,852.98	EA	1.0715	\$24,455.74
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0715	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: Connect to existing refrigerant piping and pressure test with nitrogen

Item Note:

								Total:	\$24,455.74
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

18	230593000106	>1,000' To 2,000', >1-1/2" To 4" Piping, Pneumatic Testing	Installation	8.00	\$2,904.26	EA	1.0715	\$24,895.32
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0715	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Connect to existing refrigerant piping and pressure test

Item Note: Includes soaping joints.

								Total:	\$24,895.32
--	--	--	--	--	--	--	--	--------	-------------

19	233813160018	15"-6" Long x 60" Deep Dry Filter Exhaust Hood	Installation	4.00	\$14,547.64	EA	1.0715	\$62,351.19
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	4.000000	\$1,490.35	EA	1.0715	\$6,387.64
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Provide and install new refrigerant filter driers

Item Note:

								Total:	\$68,738.83
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20	235316000039	7 CFM, 15 GPM, 45 Gallon Duplex Vacuum Condensate Pump	Installation	4.00	\$19,521.78	EA	1.0715	\$83,670.35
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$773.69	EA	1.0715	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: "Like" New Condensate Pumps (4)

Item Note: Two 3/4 HP vacuum pumps rated for 7 CFM, two 3/4 HP condensate pumps rated for 15 GPM at 20 PSI and 45 GAL cast iron receiver. Skidmore JVC-7-45-102.

								Total:	\$83,670.35
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

21	238123120039	30 Ton Computer Room Air Conditioner, Glycol System Type	Installation	2.00	\$90,122.68	EA	1.0715	\$193,132.90
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	2.000000	\$2,339.14	EA	1.0715	\$5,012.78
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Provide 2 – Liebert DS 30-ton systems, indoor and outdoor sections

Item Note:

								Total:	\$198,145.68
22	238123120039	For Liebert Unit, Add	MOD: 0232	Installation	2.00	\$10,876.26	EA	1.0715	\$23,307.83
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					

							Total:	\$23,307.83
23	238126160093	12 Ton Heat Recovery Heat Pump Outdoor Unit (Daikin REYQ144PBTJ)	Installation	2.00	\$28,439.77	EA	1.0715	\$60,946.43
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	2.000000	\$760.23	EA	1.0715	\$1,629.17
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Provide 2 – Liebert DS 12-ton systems, indoor and outdoor sections

Item Note:

							Total:	\$62,575.60
24	238126160119	18 MBH Cooling, 21 MBH Heating 4-Way Ceiling Recessed Cassette With Grille (Daikin FXZQ18M7VJU)	Installation	2.00	\$3,222.41	EA	1.0715	\$6,905.62
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	2.000000	\$197.13	EA	1.0715	\$422.45
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Provide 1 – Daikin 3.5-ton cassette style system.
• Provide 1 – Daikin 3-ton high-wall single zone system.

Item Note:

								Total:	\$7,328.07
								Proposal Total:	\$799,965.83

Price Proposal Detail Report



By Division

Version: 2.0

Approved

Proposal Value: \$799,965.83

Approved Date: July 26, 2024

Job Order: MTSJOC324-39

Job Order Name: Central Control HVAC Replacement

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

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

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

DRAFT

* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C
(Subcontractor Listing)

DRAFT

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att. A, AI 16, 09/12/24
 Metropolitan Transit System

Subcontractor Report

Date: 8/14/2024

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-39
Job Order Title: Central Control HVAC Replacement
Job Order Value: \$799,965.83
Location: Building A
Contractor: ABC General Inc.
Subcontractor: Comfort Mechanical

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Comfort Mechanical 10740 Kenney St, #404 Santee, CA 92071	695913	HVAC		\$632,983.00	79.13%

Summary

Certification Name	Value	% Subcontracted
	\$632,983.00	79.13%
Total	\$632,983.00	79.13%



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 17

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

September 12, 2024

SUBJECT:

Elevator Maintenance and As-Needed Repairs Contract No. PWG281.5-19 – Contract Amendment

RECOMMENDATION:

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

- 1) Ratify Amendment No. 4 to MTS Doc No. PWG281.4-19 (Attachment A), with KONE Inc. (KONE) Elevator Maintenance contract, for the addition of two elevators at the University Towne Center (UTC) station, a price reduction related to the Nobel Drive Station elevators, the addition of a subcontractor, and the addition of wireless emergency call monitoring services to the Fashion Valley Station in the amount of \$56,157.69; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. PWG281.5-19 (in substantially the same format as Attachment B), with KONE, to add as-needed repair funds in the amount of \$305,373.40.

Budget Impact

The total contract cost for this amendment is estimated to be \$305,373.40 and the total contract cost is estimated to be \$3,586,686.04 (inclusive of amendments 1 - 5) for the period of January 1, 2020 through December 31, 2026. The project will be funded by the following Operating Budget accounts:

Program	Budget Account	Amount
San Diego Transit Corporation (SDTC)	331014-536500	\$95,219.01
San Diego Trolley, Inc. (SDTI)	380016-536500	\$2,517,317.75
Bus Rapid Transit (BRT)	846012-571140	\$974,149.28
Total Amount:		\$3,586,686.04

DISCUSSION:

All elevated trolley and bus stations include elevators for passenger access. MTS has a contract with Kone to provide elevator maintenance services. The Kone contract includes

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

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

Internal Only



regular preventative maintenance plus as-needed funds for repairs and emergencies. A recent surge in vandalism incidents at MTS elevators has depleted the as-needed funds available under the contract. Over the past few years, staff has observed a significant increase in acts of vandalism targeting MTS elevators across the transit system. These incidents have resulted in considerable damage, resulting in increased repair costs. The cumulative cost of repairs due to these acts of vandalism has exceeded the projected as-needed repair budget for this contract.

As-needed repair funds are also needed to cover expenses related to the failure of equipment. Due to the age and rising cost of the elevator components, additional funds are needed to make as-needed repairs to the existing elevators.

Thus, an increase to the current trolley (SDTI) and bus (SDTC) budgets for as-needed repairs for the remaining contract term are needed to ensure the elevators meet the required safety and operational standards.

Today's proposed action would ratify Amendment No. 4, approved by the CEO, per Board Policy No. 41 on December 2, 2021 for the for the addition of two elevators at the University Towne Center (UTC) station, a price reduction related to the Nobel Drive Station elevators, the addition of a subcontractor, and the addition of wireless emergency call monitoring services to the Fashion Valley Station, and approve proposed Amendment No. 5 to provide \$305,373.40 in additional as-needed repairs.

The Contract, and subsequent Amendments are summarized below:

Contract/Amendment	Purpose	Amount	Board Approval Date
PWG281.0-19	Original contract	\$2,203,643.66	11/19/19 (AI 9)
Amendment 1	Added subcontractor	\$0.00	CEO Approval 3/16/20 per Board Policy No. 41
Amendment 2	Added elevator and elevator emergency call back services	\$27,625.00	CEO Approval 6/8/21 per Board Policy No. 41
Amendment 3	Added preventive maintenance services and elevator emergency call services for Mid-Coast elevators	\$993,886.29	09/16/21 (AI 25)
Amendment 4	Added preventive maintenance services, a subcontractor, wireless emergency call monitoring services and reduced costs for preventive maintenance services.	\$56,157.69	CEO Approval 12/2/2021 per Board Policy No. 41; Today's proposed action (ratify).
Amendment 5	Add as-needed repair funds	\$305,373.40	Today's proposed action (Approve)
TOTAL		\$3,586,686.04	

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Amendment No. 4 to MTS Doc No. PWG281.4-19 (Attachment A), with KONE, for the addition of two elevators at the University Towne Center (UTC) station, a price reduction related to the Nobel Drive Station elevators, the addition of a subcontractor, and the addition of wireless emergency call monitoring services to the Fashion Valley Station in the amount of \$56,157.69; and
- 2) Authorize the CEO to execute Amendment No. 5 to MTS Doc. No. PWG281.5-19 (in substantially the same format as Attachment B), with KONE, to add as-needed repair funds in the amount of \$305,373.40.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Agreement MTS Doc No. PWG281.4-19
B. Draft Agreement MTS Doc. No. PWG281.5-19



Metropolitan Transit System

Amendment 4

Effective Date: November 1, 2021

MTS Doc No. PWG281.4-19

ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR

KONE, Inc.
Mr. Jeff Couture
KONE San Diego Branch Manager
9850 Businesspark Ave.
San Diego, CA 92131

This shall serve as Amendment No.4 to the original agreement PWG281.0-19 as further described below.

SCOPE

Pursuant to the Scope of Work of, the San Diego Metropolitan Transit System (MTS) shall revise the Scope of Work and Bid Form as follows:

#	Description	Amount
1.	Add wireless Emergency Call Monitoring services (Attachment A) for one Fashion Valley elevator in Item 4 of the bid form beginning in November of Year Two and thereafter for a total of 62 months at \$100.00 per month (Attachment B).	\$6,200.00
2.	Remove landline Emergency Call Monitoring services for one Fashion Valley elevator in Item 4 of the bid form beginning in November of Year Two and thereafter for a total of 62 months at -\$25.00 per month (Attachment B).	(\$1,550.00)
3.	Per KONE, reduce Preventive Maintenance services for Item 15 of the bid form by seven months. Services to commence November 2022, and thereafter.	(\$11,220.72)
4.	Add two (2) elevators to Item 18 of the bid form for Preventive Maintenance services beginning in November 2022, and thereafter.	\$57,778.41
5.	Add two (2) elevators to Item 18 of the bid form for Emergency call monitoring services beginning in February 2022, and thereafter at -\$25.00 per month.	\$2,950.00
6.	Remove Emergency Call Monitoring services Item 15-19 for Year 2 and add nine months to Year 3 of the bid form at -\$25.00 per month.	\$2,000.00
7.	Add Sterling Corporate Custom Elevator Interiors as a subcontractor to the agreement for elevator flooring repairs (Attachment C)	\$0.00
	Total:	\$56,157.69



SCHEDULE

There shall be no change as a result of this Amendment. The agreement shall remain in effect through December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$56,157.69. The total value of this contract including this amendment shall be in the amount of \$3,281,312.64. 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

Digitally signed by Sharon Cooney
DN: cn=Sharon Cooney, o=San Diego Metropolitan
Transit System, ou, email=sharon.cooney@sdmts.com,
c=US
Date: 2021.12.02 09:43:31 -08'00'

Sharon Cooney, Chief Executive Officer

Agreed:

JB Couture

Mr. Jeff Couture, KONE San Diego
Branch Manager
KONE, Inc.

Date: 12/02/2021

Attachments: A, KONE Wireless Emergency Call Monitoring Services Agreement
B, Revised KONE Bid Form
C, Sterling Corporate Custom Elevator Interiors Subcontractor Forms

ATTACHMENT A
KONE WIRELESS EMERGENCY CALL MONITORING SERVICES
AGREEMENT

Dedicated to People Flow™



October 26, 2021

San Diego Metropolitan Transit System
100 16th St.
San Diego, CA 92101

KONE
San Diego
9850 Businesspark Ave.
San Diego, CA 92131

Phone: 619-301-8580
eric.monette@kone.com

REFERENCE: Value-Added Service - Fashion Valley Trolley Station Elevator
Rider No. 1 to the SDMTS & KONE Agreement (Ref # 41750989)
FASHION VALLEY TROLLEY STATION
134 FASHION VALLEY RD
SAN DIEGO, CA 92108

EFFECTIVE DATE: **November 1, 2021** (tentative)

KONE's 24/7 Connected Service uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators. 24/7 Connected Service provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs.

As consideration and in order for KONE Inc. ("KONE") to be able to provide the 24/7 Connected Service to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$100.00 per month (note: since remote phone monitoring service is currently being charged \$25 per month, the total added price-per-month will actually only increase by \$75 per month for purchaser). This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees ~~will be provided in a separate proposal when applicable~~ **are excluded**.
2. KONE shall perform Value-Added Services substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone listed below to call the KONE Customer Care Center and will monitor the elevator phone.

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number and/or extension for the phone being programmed.

B. KONE Care - Wireless Phone Provider Service

KONE provides the phone connection via KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required (see A. above for description of services). Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

C. KONE Care 24/7 Connect - Performance Analytics

KONE shall provide and install the necessary device to perform KONE 24/7 Connected Services on the equipment. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

3. KONE Care 24/7 Connected Service provides the following features for your equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
FASHION VALLEY ELV 1 (old)	20310963	X	X	X

4. The remote monitoring devices are provided to the Customer as part of the Service. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
5. The Service shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
6. If Services terminate, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of Service, no further phone services will be provided, the phone must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination or expiration of the Agreement, no further Service will be provided, including phone services & data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
7. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services (not common).

If the terms contained in this amendment conflict with terms contained in the Agreement, the terms contained in this amendment shall supersede and prevail. All other terms contained in the Agreement shall remain in full force and effect.

Agreed:

San Diego Metropolitan Transit System

Sharon Cooney

Digitally signed by Sharon Cooney
DN: cn=Sharon Cooney, o=San Diego Metropolitan Transit
System, ou, email=sharon.cooney@sdmts.com, c=US
Date: 2021.12.02 09:42:42 -08'00'

(Signature of Authorized Representative)

Sharon Cooney

(Print Name)

Chief Executive Officer

Title

12/2/2021

Date

Respectfully submitted,

Eric Monette

KONE Inc.

JB Couture Jeffrey B. Couture

(Approved by) Authorized Representative

General Manager

Title

12/02/2021

Date

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # (KONE provides phone # via wireless gateway)
1 FASHION VALLEY ELVATOR 1	20310963	
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #: 619-533-4300	Police Department Phone #: 619-531-2000	

ATTACHMENT B REVISED KONE BID FORM

BID FORM - Elevator and Escalator Maintenance and As-Needed Repair Services and EMERGENCY CALL MONITORING SERVICES

KONE

Group	Item	Location	Quantity	Year One		Year Two		Year Three		Year Four		Year Five		Year Six		Year Seven	
				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
Group A - SDTC	1	Administration Bldg. (IAD) - 100 16th St. San Diego, CA 92101 - 1 Elevator	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Preventive Maintenance and Repair															
	2	Adm. RAVI Bldg. (IAD) - 100 16th St., San Diego, CA 92101 - 1 Elevator	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Preventive Maintenance and Repair															
	3	Storefront Area (KMD) - 4630 Rufner St., San Diego, CA 92111 - 1 Elevator	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
Group B - SDTI		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Fashion Valley Trolley Station - 1205 Fashion Valley Rd., San Diego, CA 92108 - 2 Elevators	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Preventive Maintenance and Repair															
	4	Emergency Call Monitoring Services	12	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00
		Emergency Call Monitoring Services															
Group C - BRT	5	Qualcomm Stadium Trolley Station - 9449 Friars Rd., San Diego, CA 92108 - 1 Elevator	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Preventive Maintenance and Repair															
		Emergency Call Monitoring Services	12	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00
		Emergency Call Monitoring Services															
	6	Grantville Trolley Station - 4510 Alvarado Canyon Rd., San Diego, CA 92120 - 2 Elevators	12	\$ 465.52	\$ 5,586.19	\$ 480.78	\$ 5,769.42	\$ 496.95	\$ 5,958.66	\$ 512.84	\$ 6,154.10	\$ 529.66	\$ 6,355.95	\$ 547.04	\$ 6,564.48	\$ 564.98	\$ 6,779.74
Group D - SDTI		Preventive Maintenance and Repair	12	\$ 465.52	\$ 5,586.19	\$ 480.78	\$ 5,769.42	\$ 496.95	\$ 5,958.66	\$ 512.84	\$ 6,154.10	\$ 529.66	\$ 6,355.95	\$ 547.04	\$ 6,564.48	\$ 564.98	\$ 6,779.74
		Emergency Call Monitoring Services	12	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00
		Emergency Call Monitoring Services															
	7	SDTI Building A - 12 S. 13th Street, San Diego, CA 92113 - 1 Elevator	12	\$ 232.76	\$ 2,793.10	\$ 240.39	\$ 2,884.71	\$ 248.28	\$ 2,979.33	\$ 256.42	\$ 3,077.05	\$ 264.83	\$ 3,177.98	\$ 273.52	\$ 3,282.24	\$ 282.49	\$ 3,389.87
		Preventive Maintenance and Repair															
Group E - SDTI	8	San Diego State University - 5260 Campanille San Diego, CA 92182 - 4 Escalators	12	\$ 5,169.99	\$ 62,039.82	\$ 5,339.56	\$ 64,074.73	\$ 5,514.70	\$ 66,176.38	\$ 5,695.58	\$ 68,346.97	\$ 5,882.40	\$ 70,588.75	\$ 6,075.34	\$ 72,904.08	\$ 6,274.61	\$ 75,295.31
		Preventive Maintenance and Repair															
	9	Grossmont Trolley Station - 8601 Fletcher Pkwy., La Mesa, CA 91942 - 2 Elevators	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Preventive Maintenance and Repair															
		Emergency Call Monitoring Services	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
Group F - SDTI		Preventive Maintenance and Repair															
	10	Sabre Springs Transit Station - 13538 Sabre Springs Pkwy., San Diego, CA 92128 - 2 Elevators	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Preventive Maintenance and Repair															
		Emergency Call Monitoring Services	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services															
Group G - BRT	11	Centerline Station Northbound El Cajon Blvd. - 4024 El Cajon Blvd., San Diego, CA 92105 - 2 Elevators	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Preventive Maintenance and Repair															
		Emergency Call Monitoring Services	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services															
	12	Centerline Station Southbound El Cajon Blvd. - 4023 El Cajon Blvd., San Diego, CA 92105 - 2 Elevators	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
Group H - SDTI		Preventive Maintenance and Repair															
		Emergency Call Monitoring Services	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services															
	13	Centerline Station Northbound University Ave. - 4024 University Ave., San Diego, CA 92105 - 2 Elevators	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Preventive Maintenance and Repair															
Group I - SDTI		Emergency Call Monitoring Services	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services															
	14	Centerline Station Southbound University Ave. - 4023 University Ave., San Diego, CA 92105 - 2 Elevators	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91
		Preventive Maintenance and Repair															
		Emergency Call Monitoring Services	12	\$ 979.06	\$ 11,748.68	\$ 1,011.17	\$ 12,134.04	\$ 1,044.34	\$ 12,532.03	\$ 1,078.59	\$ 12,943.08	\$ 1,113.97	\$ 13,367.62	\$ 1,150.51	\$ 13,806.12	\$ 1,188.24	\$ 14,258.91

[illegible]

Elevator Emergency Call Monitoring Services commence on August 1, 2021. Hence, pricing for Year 2 is only for five months (August - December).
 PM of second Fashion Valley Elevator to commence on June 1, 2022. Hence, pricing for Year 3 is only for seven months (June - December) at \$534.32 per month.
 PM services to begin in November 2022. Hence, pricing for Year 3 is only for two months (November - December).
 Elevator Emergency Call Monitoring Services commence in February 2022. Hence, pricing for Year 3 is only for nine months (February - December).
 PM services to begin in November 2022. Hence, pricing for Year 3 is only for two months (November - December).
 Beginning in Year 3 added 30, 35, 50 and 35 hours annually for SDTI to Items 1, 2, 3 and 4 respectively in Table II.
 Beginning in Year 3 added \$19,170 annually to Item 1 for SDTI.

ATTACHMENT C
STERLING CORPORATE CUSTOM ELEVATOR INTERIORS
SUBCONTRACTOR FORMS

DESIGNATION OF SUBCONTRACTORS

List Subcontractor participants below. If 100% of item is not to be performed or furnished by subcontractor, describe exact portion of item to be performed or furnished by subcontractor. The successful bidder must execute and return this form even if no subcontractor participation will be reported.

	Subcontractor 1
Company Name:	Sterling Corporate Custom Elevator Interiors
Contractor License or Certificate Number	706920
DBE, DVBE LGBT, MBE, SB, WBE:	SB
% of Work:	100%
Department of Industrial Relations (DIR) Number:	1000026311
Point of Contact	Brad Rehn
Email:	brad@stercorp.com
Phone Number:	(760) 419-9420
Address:	340 W. 26th Street, Suite I
	Street
	National City CA 91950
	City State Zip

Description of Work:

remove the existing flooring in each of six elevators, install new marine grade plywood sub-floor and rubber tile finish flooring.

These six (6) SDTI Elevators are located at the following Trolley Stations: Grossmont (2 elevators), Grantville (2 elevators), Qualcomm (1 elevator) & Fashion Valley (1 elevator).

Copy this form if needed for additional subcontractors.

Subcontractor

Company Name:

Contractor License or Certificate Number

DBE, DVBE LGBT, MBE, SB, WBE:

% of Work:

Department of Industrial Relations (DIR)

Number:

Point of Contact

Email:

Phone Number:

Address:

Street

City

State

Zip

Description of Work:

2

MTS Doc No: X###.0-##
PROJECT NAME

DBE PROGRAM – INFORMATION FOR MTS'S PROPOSAL LIST

Per U.S. Department of Transportation's (DOT's) DBE Regulation 49 CFR 26.11, MTS must obtain the following information about contractors and subcontractors whom bid on MTS's federally assisted contracts: company name; company address; company's status as a DBE or non-DBE; age of firm; and the annual gross receipts of the company. This information will be maintained in MTS's proposer list. The purpose for maintaining a proposer list is to derive data on the relative availability of DBEs in the local market. MTS may use this data in the future to help set MTS's overall DBE participation goals on federally assisted contracts.

INSTRUCTIONS: Each prime contractor and each subcontractor bidding on a MTS federally assisted contract is **required** to complete this form as part of their bid/proposal. **Copy this form if needed for additional subcontractors.**

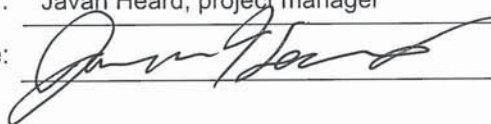
- | | |
|---|--|
| 1. What is your company's name? | Sterling Corporate Custom Elevator Interiors |
| 2. What is your company's address? | 340 W. 26th Street, Suite I National City, CA 91950 |
| 3. What type of work does your company perform
(list NAICS Codes if known)? | elevator interior enhancement
NAICS code 238290 |
| 4. Is your company a certified DBE WBE, DVBE, SB or
LGBT? If yes, please check the applicable box and
state the corresponding certification number. | <input type="checkbox"/> DBE
<input type="checkbox"/> MBE
<input type="checkbox"/> WBE
<input type="checkbox"/> DVBE
<input checked="" type="checkbox"/> SB certification #29862
<input type="checkbox"/> LGBT |
| 5. How many years has your company been in business? | 26 years |
| 6. What are the annual gross receipts of your company
(please check the applicable bracket)? | <input type="checkbox"/> Less than \$1,000,000
<input checked="" type="checkbox"/> \$1,000,001 – \$15,000,000
<input type="checkbox"/> \$15,000,001 - \$23,980,000*
<input type="checkbox"/> \$23,980,001– \$50,000,000
<input type="checkbox"/> \$50,000,001 - \$100,000,000
<input type="checkbox"/> Greater than \$100,000,000 |
| 7. Do you want MTS to provide your company additional
guidance on how to become DBE certified? | <input type="checkbox"/> Yes
<input checked="" type="checkbox"/> No |

The DOT annually decides the amount of average annual gross receipts a firm must have to be eligible to become a DBE. Currently, if your company in the previous 3 fiscal years has had average annual gross receipts below \$23,980,000, your company may be eligible for DBE Certification.

ACKNOWLEDGED AND AGREED

Name and Title : Javan Heard, project manager

Signature and Date:

 6/29/21

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBLE AND VOLUNTARY EXCLUSIONS LOWER THAN TIER COVERED TRANSACTIONS

CONTRACTOR AND SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

(Provide one completed Form for the Prime Contractor and any Subcontractors)

MTS may not permit a contractor or subcontractor to bid on, be awarded, or perform work on a public works project if the contractor or subcontractor is ineligible to bid on, be awarded or perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7.

In addition, MTS may not award any federally funded contract over \$25,000 to a contractor or subcontractor that is excluded or disqualified pursuant to 2 CFR Part 180 Subpart C.

The prime/subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

QUESTIONNAIRE

Has the Contractor, or any officer, principal, affiliates or employee of the Contractor ever been debarred, suspended, proposed for debarment, declared ineligible or otherwise prevented from bidding on, or completing a federal, state, or local government project? ☐ Yes ☒ No

If the answer is yes, or where the prime/subcontractor is unable to certify any of the statements in the above certifications, such prime/subcontractor shall attach an explanation (i.e. date, background, resolution) with this form.

Note: Failure to provide this form at the time of Bid/Proposal will not result in a finding of a non-responsive bid/proposal. Submittal of this form for The Prime Contractor and all Subcontractors is required for a Proposer to be deemed "Responsible." MTS encourages Proposers to complete and submit all forms at the time of bid/proposal.

Prime:


Business Name: KONE Inc.
License No.
(if applicable): Contractor # 179166
DUNS No.: 00-526-2308

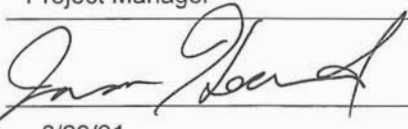
Subcontractor

(Copy this form if needed for additional subcontractors)

Business Name: Sterling Corporate Custom Elevator Interiors
License No.
(if applicable): 706920
DUNS No.: 088790014

ACKNOWLEDGED AND AGREED

Print Name: Eric Monette
Title: Account Manager
Signature: 
Date: 6/29/21

Print Name: Javan Heard
Title: Project Manager
Signature: 
Date: 6/29/21



Amendment 5

September 12, 2024

MTS Doc No. PWG281.5-19

ELEVATOR MAINTENANCE AND REPAIR

Kone Inc.
Jeff Blum
Senior Vice President
9850 Businesspark Avenue
San Diego CA, 92131

This shall serve as Amendment No.5 to the original agreement PWG281.0-19 as further described below.

SCOPE

There shall be no change to the Scope of Work, as a result of this Amendment. This Amendment shall replace the Cost Pricing Form in its entirety with the revised Attachment B Cost Pricing Form. The changes made to the revised Cost Pricing Form are described below:

Item	Description	Unit Price	Quantity	Amount
1.	Table II, Emergency and Non-Emergency Call Back Services, Items 1-4 - Add funds to base years 5-7 for as needed repairs as follows:			
	Item 1, Year 5, Single Man Crew - Straight Time Hourly Rate	\$242.43	124	\$31,038.29
	Item 1, Year 6, Single Man Crew - Straight Time Hourly Rate	\$258.44	144	\$37,215.92
	Item 1, Year 7, Single Man Crew - Straight Time Hourly Rate	\$266.84	144	\$38,425.43
	Item 2, Year 5, Two Man Crew - Straight Time Hourly Rate	\$460.30	28	\$12,888.27
	Item 2, Year 6, Two Man Crew - Straight Time Hourly Rate	\$475.26	52	\$24,713.26
	Item 2, Year 7, Two Man Crew - Straight Time Hourly Rate	\$490.70	52	\$25,516.45
	Item 3, Year 5, Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	\$425.52	18	\$7,569.35



Item	Description	Unit Price	Quantity	Amount
	Item 3, Year 6, Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	\$439.35	42	\$18,452.65
	Item 3, Year 5, Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	\$453.63	42	\$19,052.36
	Item 4, Year 5, Two Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	\$782.83	18	\$14,090.89
	Item 4, Year 6, Two Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	\$808.27	18	\$14,548.85
	Item 4, Year 7, Two Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate	\$834.54	18	\$15,021.68
	Subtotal			\$258,623.40
	SDTI = \$16,295.65 SDTC = \$242,327.75			
2.	Table III, Replacement Parts, Item 1 + Item 2, Materials Markup - Add funds to base years 5-7 for as needed repairs as follows for SDTI only:			
	Item 1, Year 5, Annual Materials/Parts Allowance	\$14,300.00	N/A	\$14,300.00
	Item 1, Year 6, Annual Materials/Parts Allowance	\$15,950.00	N/A	\$15,950.00
	Item 1, Year 7, Annual Materials/Parts Allowance	\$16,500.00	N/A	\$16,500.00
	Total:			\$305,373.40

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Schedule shall remain in effect from January 1, 2021, to December 31, 2026.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$305,373.40. The total value of this contract, including this amendment, shall be in the amount of \$3,586,686.04. This amount shall not be exceeded without prior 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

Jeff Blum, Senior Vice President
Kone Inc.

Date: _____

Attachment: B Revised Bid Form

DRAFT

ATTACHMENT B
REVISED BID FORM

DRAFT

BID FORM -Elevator and Escalator Maintenance and As-Needed Repair Services and EMERGENCY CALL MONITORING SERVICES

KONE

Table I: ELEVATOR			Year One 1/1/20 - 12/31/20			Year Two 1/1/21 - 12/31/21			Year Three 1/1/22 - 12/31/22			Year Four 1/1/23 - 12/31/23			Year Five 1/1/24 - 12/31/24			Year Six 1/1/25 - 12/31/25			Year Seven 1/1/26 - 12/31/26		
Group	Item	Location	Quantity.	Unit Price	Item Total	Quantity.	Unit Price	Item Total	Quantity.	Unit Price	Item Total	Quantity.	Unit Price	Item Total	Quantity.	Unit Price	Item Total	Quantity.	Unit Price	Item Total	Quantity.	Unit Price	Item Total
Group A - SDTC	1	Administration Bldg. (IAD) - 100 16th St. San Diego, CA. 92101 - 1 Elevator																					
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	12	\$ 240.39	\$ 2,884.71	12	\$ 248.28	\$ 2,979.33	12	\$ 256.42	\$ 3,077.05	12	\$ 264.83	\$ 3,177.98	12	\$ 273.52	\$ 3,282.24	12	\$ 282.49	\$ 3,389.87
	2	Adm. RAM Bldg. (IAD) - 100 16th St., San Diego, CA. 92101 - 1 Elevator																					
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	12	\$ 240.39	\$ 2,884.71	12	\$ 248.28	\$ 2,979.33	12	\$ 256.42	\$ 3,077.05	12	\$ 264.83	\$ 3,177.98	12	\$ 273.52	\$ 3,282.24	12	\$ 282.49	\$ 3,389.87
	3	Storeroom Area (KMD) - 4630 Ruffner St., San Diego, CA. 92111 - 1 Elevator																					
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	12	\$ 240.39	\$ 2,884.71	12	\$ 248.28	\$ 2,979.33	12	\$ 256.42	\$ 3,077.05	12	\$ 264.83	\$ 3,177.98	12	\$ 273.52	\$ 3,282.24	12	\$ 282.49	\$ 3,389.87
Group B - SDTI	4	Fashion Valley Trolley Station - 1205 Fashion Valley Rd., San Diego, CA 92108 - 2 Elevators																					
		Preventive Maintenance and Repair ²	12	\$ 232.76	\$ 2,793.10	12	\$ 240.39	\$ 2,884.71	7	\$ 959.94	\$ 6,719.57	12	\$ 808.27	\$ 9,699.20	12	\$ 834.78	\$ 10,017.33	12	\$ 862.16	\$ 10,345.93	12	\$ 890.44	\$ 10,685.25
		Emergency Call Monitoring Services ³	12			4	\$ 50.00	\$ 200.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00
		Emergency Call Monitoring Services ⁴	12			2	\$ 100.00	\$ 200.00	12	\$ 100.00	\$ 1,200.00	12	\$ 100.00	\$ 1,200.00	12	\$ 100.00	\$ 1,200.00	12	\$ 100.00	\$ 1,200.00	12	\$ 100.00	\$ 1,200.00
	5	Qualcomm Stadium Trolley Station - 9449 Friars Rd., San Diego, CA 92108 - 1 Elevator																					
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	12	\$ 240.39	\$ 2,884.71	12	\$ 248.28	\$ 2,979.33	12	\$ 256.42	\$ 3,077.05	12	\$ 264.83	\$ 3,177.98	12	\$ 273.52	\$ 3,282.24	12	\$ 282.49	\$ 3,389.87
		Emergency Call Monitoring Services ³	12			5	\$ 25.00	\$ 125.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00	12	\$ 25.00	\$ 300.00
	6	Grantville Trolley Station - 4510 Alvarado Canyon Rd. , San Diego, CA 92120 - 2 Elevators																					
		Preventive Maintenance and Repair	12	\$ 465.52	\$ 5,586.19	12	\$ 480.78	\$ 5,769.42	12	\$ 496.55	\$ 5,958.66	12	\$ 512.84	\$ 6,154.10	12	\$ 529.66	\$ 6,355.95	12	\$ 547.04	\$ 6,564.48	12	\$ 564.98	\$ 6,779.74
		Emergency Call Monitoring Services ⁴	12			5	\$ 50.00	\$ 250.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00
	7	SDTI Building A - 12 S. 13th Street, San Diego, CA 92113 - 1 Elevator																					
		Preventive Maintenance and Repair	12	\$ 232.76	\$ 2,793.10	12	\$ 240.39	\$ 2,884.71	12	\$ 248.28	\$ 2,979.33	12	\$ 256.42	\$ 3,077.05	12	\$ 264.83	\$ 3,177.98	12	\$ 273.52	\$ 3,282.24	12	\$ 282.49	\$ 3,389.87
	8	San Diego State University - 5260 Campanille San Diego, CA 92182 - 4 Escalators																					
		Preventive Maintenance and Repair	12	\$ 5,169.99	\$ 62,039.82	12	\$ 5,339.56	\$ 64,074.73	12	\$ 5,514.70	\$ 66,176.38	12	\$ 5,695.58	\$ 68,346.97	12	\$ 5,882.40	\$ 70,588.75	12	\$ 6,075.34	\$ 72,904.08	12	\$ 6,274.61	\$ 75,295.31
	9	Grossmont Trolley Station - 8601 Fletcher Pkwy., La Mesa, CA 91942 - 2 Elevators																					
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	12	\$ 1,011.17	\$ 12,134.04	12	\$ 1,044.34	\$ 12,532.03	12	\$ 1,078.59	\$ 12,943.08	12	\$ 1,113.97	\$ 13,367.62	12	\$ 1,150.51	\$ 13,806.12	12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services ³	12			5	\$ 50.00	\$ 250.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00
Group C - BRT	10	Sabre Springs Transit Station - 13538 Sabre Springs Pkwy., San Diego, CA 92128 - 2 Elevators																					
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	12	\$ 1,011.17	\$ 12,134.04	12	\$ 1,044.34	\$ 12,532.03	12	\$ 1,078.59	\$ 12,943.08	12	\$ 1,113.97	\$ 13,367.62	12	\$ 1,150.51	\$ 13,806.12	12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services ³	12			5	\$ 50.00	\$ 250.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00
	11	Centerline Station Northbound El Cajon Blvd. - 4024 El Cajon Blvd., San Diego, CA 92105 - 2 Elevators																					
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	12	\$ 1,011.17	\$ 12,134.04	12	\$ 1,044.34	\$ 12,532.03	12	\$ 1,078.59	\$ 12,943.08	12	\$ 1,113.97	\$ 13,367.62	12	\$ 1,150.51	\$ 13,806.12	12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services ⁴	12			5	\$ 50.00	\$ 250.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00
	12	Centerline Station Southbound El Cajon Blvd. - 4023 El Cajon Blvd., San Diego, CA 92105 - 2 Elevators																					
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	12	\$ 1,011.17	\$ 12,134.04	12	\$ 1,044.34	\$ 12,532.03	12	\$ 1,078.59	\$ 12,943.08	12	\$ 1,113.97	\$ 13,367.62	12	\$ 1,150.51	\$ 13,806.12	12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services ⁴	12			5	\$ 50.00	\$ 250.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00
	13	Centerline Station Northbound University Ave. - 4024 University Ave., San Diego, CA 92105 - 2 Elevators																					
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	12	\$ 1,011.17	\$ 12,134.04	12	\$ 1,044.34	\$ 12,532.03	12	\$ 1,078.59	\$ 12,943.08	12	\$ 1,113.97	\$ 13,367.62	12	\$ 1,150.51	\$ 13,806.12	12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services ⁴	12			5	\$ 50.00	\$ 250.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00
	14	Centerline Station Southbound University Ave. - 4023 University Ave., San Diego, CA 92105 - 2 Elevators																					
		Preventive Maintenance and Repair	12	\$ 979.06	\$ 11,748.68	12	\$ 1,011.17	\$ 12,134.04	12	\$ 1,044.34	\$ 12,532.03	12	\$ 1,078.59	\$ 12,943.08	12	\$ 1,113.97	\$ 13,367.62	12	\$ 1,150.51	\$ 13,806.12	12	\$ 1,188.24	\$ 14,258.91
		Emergency Call Monitoring Services ⁴	12			5	\$ 50.00	\$ 250.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00

Group D - Mid-Coast	15	Nobel Station - 3 Elevators																				
		Preventive Maintenance and Repair ¹	12		12	2	\$ 1,602.96	\$ 3,205.92	12	\$ 1,655.54	\$ 19,866.45	12	\$ 1,709.84	\$ 20,518.06	12	\$ 1,765.92	\$ 21,191.06	12	\$ 1,823.84	\$ 21,886.12		
		Emergency Call Monitoring Services ⁴	12		12	11	\$ 75.00	\$ 825.00	12	\$ 75.00	\$ 900.00	12	\$ 75.00	\$ 900.00	12	\$ 75.00	\$ 900.00	12	\$ 75.00	\$ 900.00		
	16	Pepper Canyon Station - 2 Elevators																				
		Preventive Maintenance and Repair ³	12		12	2	\$ 1,068.64	\$ 2,137.28	12	\$ 1,103.69	\$ 13,244.30	12	\$ 1,139.89	\$ 13,678.71	12	\$ 1,177.28	\$ 14,127.37	12	\$ 1,215.90	\$ 14,590.75		
		Emergency Call Monitoring Services ⁴	12		12	11	\$ 50.00	\$ 550.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00	12	\$ 50.00	\$ 600.00		
	17	Voight Dr. Station - 3 Elevators																				
		Preventive Maintenance and Repair ³	12		12	2	\$ 1,602.96	\$ 3,205.92	12	\$ 1,655.54	\$ 19,866.45	12	\$ 1,709.84	\$ 20,518.06	12	\$ 1,765.92	\$ 21,191.06	12	\$ 1,823.84	\$ 21,886.12		
		Emergency Call Monitoring Services ⁴	12		12	11	\$ 75.00	\$ 825.00	12	\$ 75.00	\$ 900.00	12	\$ 75.00	\$ 900.00	12	\$ 75.00	\$ 900.00	12	\$ 75.00	\$ 900.00		
	18	UTC Station - 6 Elevators																				
		Preventive Maintenance and Repair ³	12		12	2	\$ 3,205.92	\$ 6,411.84	12	\$ 3,311.07	\$ 39,732.89	12	\$ 3,419.68	\$ 41,036.13	12	\$ 3,531.84	\$ 42,382.11	12	\$ 3,647.69	\$ 43,772.25		
		Emergency Call Monitoring Services ⁴	12		12	11	\$ 150.00	\$ 1,650.00	12	\$ 150.00	\$ 1,800.00	12	\$ 150.00	\$ 1,800.00	12	\$ 150.00	\$ 1,800.00	12	\$ 150.00	\$ 1,800.00		
	19	Executive Station - 4 Elevators																				
		Preventive Maintenance and Repair ³	12		12	2	\$ 2,137.28	\$ 4,274.56	12	\$ 2,207.38	\$ 26,488.59	12	\$ 2,279.78	\$ 27,357.42	12	\$ 2,354.56	\$ 28,254.74	12	\$ 2,431.79	\$ 29,181.50		
		Emergency Call Monitoring Services ⁴	12		12	11	\$ 100.00	\$ 1,100.00	12	\$ 100.00	\$ 1,200.00	12	\$ 100.00	\$ 1,200.00	12	\$ 100.00	\$ 1,200.00	12	\$ 100.00	\$ 1,200.00		
Table I Subtotals				\$ 154,876.67			\$ 162,231.62			\$ 199,128.96			\$ 307,842.68			\$ 317,566.00			\$ 327,608.75			\$ 337,979.88

Table II: EMERGENCY AND NON-EMERGENCY CALL BACK SERVICES		Year One 1/1/20 - 12/31/20			Year Two 1/1/21 - 12/31/21			Year Three 1/1/22 - 12/31/22			Year Four 1/1/23 - 12/31/23			Year Five 1/1/24 - 12/31/24			Year Six 1/1/25 - 12/31/25			Year Seven 1/1/26 - 12/31/26		
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Est. Qty/Annual No. of Hours	Unit Price	Item Total	Est. Qty/Annual No. of Hours	Unit Price	Item Total
1	Single Man Crew - Straight Time Hourly Rate ⁶	92	\$ 220.25	\$ 20,263.00	92	\$ 227.41	\$ 20,921.55	122	\$ 234.80	\$ 28,645.46	122	\$ 242.43	\$ 29,576.44	246	\$ 250.31	\$ 61,575.97	266	\$ 258.44	\$ 68,746.07	266	\$ 266.84	\$ 70,980.31
2	Two Man Crew - Straight Time Hourly Rate ⁶	56	\$ 405.02	\$ 22,681.12	56	\$ 418.18	\$ 23,418.26	91	\$ 431.77	\$ 39,291.44	91	\$ 445.81	\$ 40,568.42	119	\$ 460.30	\$ 54,775.16	143	\$ 475.26	\$ 67,961.48	143	\$ 490.70	\$ 70,170.22
3	Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate ⁶	91	\$ 374.42	\$ 34,072.22	91	\$ 386.59	\$ 35,179.57	141	\$ 399.15	\$ 56,280.54	141	\$ 412.13	\$ 58,109.66	159	\$ 425.52	\$ 67,657.57	183	\$ 439.35	\$ 80,400.81	183	\$ 453.63	\$ 83,013.84
4	Two Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate ⁶	56	\$ 688.82	\$ 38,573.92	56	\$ 711.21	\$ 39,827.57	91	\$ 734.32	\$ 66,823.20	91	\$ 758.19	\$ 68,994.95	109	\$ 782.83	\$ 85,328.18	109	\$ 808.27	\$ 88,101.35	109	\$ 834.54	\$ 90,964.64
Table II Subtotals:				\$ 115,590.26			\$ 119,346.94			\$ 191,040.65			\$ 197,249.47			\$ 269,336.89			\$ 305,209.70			\$ 315,129.02

Table III: REPLACEMENT PARTS		Year One 1/1/20 - 12/31/20		Year Two 1/1/21 - 12/31/21		Year Three 1/1/22 - 12/31/22		Year Four 1/1/23 - 12/31/23		Year Five 1/1/24 - 12/31/24		Year Six 1/1/25 - 12/31/25		Year Seven 1/1/26 - 12/31/26	
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 ⁷	10%	\$ 12,768.80	10%	\$ 13,407.23	10%	\$ 33,247.60	10%	\$ 33,954.96	10%	\$ 47,690.47	10%	\$ 49,966.49	10%	\$ 51,281.31
2	Materials markup		\$ 1,276.88		\$ 1,340.72		\$ 3,324.76		\$ 3,395.50		\$ 4,769.05		\$ 4,996.65		\$ 5,128.13
Table III Subtotals:			\$ 14,045.68		\$ 14,747.95		\$ 36,572.36		\$ 37,350.46		\$ 52,459.52		\$ 54,963.14		\$ 56,409.44
											\$ 14,300.00	\$ 38,159.52		\$ 15,950.00	\$ 39,013.14
Grand Total		\$	3,586,686.04												

¹Elevator Emergency Call Monitoring Services commence on August 1, 2021. Hence, pricing for Year 2 is only for five months (August - December)

²PM of second Fashion Valley Elevator to commence on June 1, 2022. Hence, pricing for Year 3 in only for seven months (June - December) at \$534.32 per month.

³PM services to begin in November 2022. Hence, pricing for Year 3 is only for two months (November - December)

⁴Elevator Emergency Call Monitoring Services commence in February 2022. Hence, pricing for Year 3 is only for nine months (February - December)

⁵PM services to begin in November 2022. Hence, pricing for Year 3 is only for two months (November - December)

⁶Beginning in Year 3 added 30, 35, 50 and 35 hours annually for SDTI to Items 1, 2, 3 and 4 respectively in Table II.

⁷Beginning in Year 3 added \$19,170 annually to Item 1 for SDTI.

⁸Wireless Elevator Emergency Call Monitoring Services for older FV elevator commence on November 1, 2021. Hence, pricing for Year 2 is only for two months (November - December).

CONTRACT HISTORY							
DESC	ORG AMT	AMD 1	AMD 2	AMD 3	AMD 4	AMD 5	TOT
TOT	\$ 2,203,643.66	\$ -	\$ 27,625.00	\$ 993,886.29	\$ 56,157.69	\$ 305,373.40	\$ 3,586,686.04



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 12, 2024

SUBJECT:

Lemon Grove Depot Rehabilitation – Award Work Order Under a Job Order Contract (JOC)

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-52 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$424,994.06 for the Lemon Grove Depot Rehabilitation.

Budget Impact

The total contract cost is estimated to be \$424,994.06. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of \$7,479.90. The project will be funded by the Capital Improvement Program (CIP) 2006126801 – Lemon Grove Depot Rehabilitation.

DISCUSSION:

With the expansion of the Transit Security & Passenger Safety team, the group needs additional work and break space. MTS has the opportunity to expand operations and needs updated and usable office space. The former A Mart building at the Lemon Grove Depot presents a perfect opportunity for such expansion. This building is also no longer in a state of good repair and needs to be rehabilitated.

The scope of this project will include a full interior rehabilitation of the existing Lemon Grove Depot building, as well as exterior improvements. The interior improvements will include restoring restroom functions for San Diego Transit Enforcement (SDTE) officers, as well as provide new work and break space for SDTE personnel who will be stationed on-site.

Today's proposed action would issue a work order to ABCGC under their JOC Building and Facilities Construction Services master agreement for the rehabilitation of the former A Mart building at Lemon Grove Depot. Pricing for this repair work order was reviewed and determined



to be fair and reasonable. Work is expected to be completed within 90 days of issuance of the notice to proceed. ABCGC will be utilizing Harborside Construction Inc., Access Professional Systems, John Omahen Plumbing, The Doctor of Electricity, Electro Specialty Systems (ESS), Comfort Mechanical, a Small Business (SB), and BTS Unlimited Inc., as subcontractors for this work order.

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

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

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

Nine (9) bids were received, and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (Agenda Item (AI) 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services. Today's work order would be issued under this master agreement.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-52 under JOC to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$424,994.06 for the Lemon Grove Depot Rehabilitation.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order MTS Doc. No. MTSJOC324-52



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-52
WORK ORDER NUMBER

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: ABC General Contractor, Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113

(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 247-7113

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.) Federal terms in accordance with master agreement apply.

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$424,994.06

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ABC GENERAL CONTRACTOR, INC.

By: _____
Sharon Cooney, Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: _____
Karen Landers, General Counsel

Title: _____



EXHIBIT A
(Scope of Work)

DRAFT



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 8/15/2024

Job Order Contracting

To:

From:

Contract No: PWG324.0-21
Job Order No: MTSJOC324-52
Job Order Title: Lemon Grove Depot Rehabilitation
Location: Lemon Grove Depot Station
3443 Main St
Lemon Grove, CA 91945

Brief Scope of Work:

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

DETAILED SCOPE OF WORK

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

This work consists of **Lemon Grove Depot Rehabilitation**

1. SCOPE OF WORK - The contractor shall:

- See Appendix A

1. SUBMITTALS:

- Paints
- HVAC
- Electricals
- Windows and Doors
- Cabinets/Vanity
- Lockers
- Fencing

1. STAGING:

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

1. **EXISTING UTILITIES: - if applicable**

- The contractor shall notify the Engineer and Underground Service Alert (USA) (800) 422-4133 (if applicable) at least two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, wire or other structure.
- Contractor is to locate and protect in-place all existing underground facilities. The contractor shall coordinate with MTS personnel in order to have said facilities located and marked out by Cable, Pipe & Leak Detection (CPL) (619) 660-0844, or other approved utility locating subcontractor familiar with MTS facilities. All coordination and costs associated with (CPL) shall be provided by the contractor. If the Contractor cannot protect in-place existing underground facilities, the Contractor shall replace any damaged or removed underground facilities in a timely manner as to not allow for extended delays to the trolley services. If the services are subject to extended delays, the contractor shall notify MTS prior to the expiring of the original scheduled work time.
- Where such facilities are not located on the plans, no work shall be performed near said facilities until the owner, or his representative, has located the facility by potholing, probing, or other means that locate and identify the facility.

1. **CONSTRUCTION SURVEYING:**

- All field construction surveying required for accurate horizontal and vertical location, and other various items of work on the contract shall be furnished by the Contractor. For the elevation, slope, and location should generally be based on what is existing.

1. **TEMP FACILITIES:**

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

1. **SAFETY AND ACCESS:**

- All work will occur within working hours and Single-Tracking, and so caution must be taken around. Cover protection for construction might require. RWP Training is required.

1. **WASTE:**

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

1. **SCHEDULE:**

- All work shall be completed as soon as possible within 120 calendar days from issuance of NTP.

All job orders include the labor, equipment, and material costs for a complete on-site in-place installation, unless otherwise noted.

DRAFT

SCOPE OF WORK – Appendix A

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

emo

- Demo exterior metal fencing.
- Demo Front security window and door bar system.
- Remove all interior drywall for modifications.

Electrical

Sergeant's Office

- Provide and install Pathway for the fiber optic cable inside the building to the rack.
- Provide and install Ring and string for 13 data port locations throughout interior back boxes.
- Provide and install electrical as needed for the new Mini Splits and condenser.
- Provide and install 4 double duplex outlets for new desks.
- Provide and install dedicated outlet for copier adjacent to door.
- Provide and install pathway for data adjacent to each outlet.
- Provide and install 6 LED downlights.
- Provide and install ceiling occupancy sensor and room controller.
- Provide and install wall dimmer.

Open Office

- Demo existing power along back wall.
- Demo exiting striplights.
- Provide and install Pathway for the fiber optic cable inside the building to the rack.
- Provide and install Ring and string for 13 data port locations throughout interior back boxes.
- Provide and install electrical as needed for the new Mini Splits and condenser.
- Extend power and data from existing surface raceways to below beam and then conceal in wall.
- Provide and install pathway for data adjacent to new double duplex outlets.
- Provide and install outlet and pathway for new TV on front wall.
- Provide and install outlet new data rack.
- Provide and install 3/4" flex from existing camera pull box on patio to new data rack.
- Provide and install concealed pathway for new cabling.
- Provide and install double duplex for BWC.
- Provide and install double Duplex for handheld radios.
- Provide and install pathway for data adjacent to new double duplex outlets.
- Provide and install dedicated power for the new refrigerator.
- Provide and install dedicated power for microwave.
- Provide and install dedicated power for a Coffee maker., Coffee maker nic.
- Provide and install dedicated power for a toaster, toaster nic.
- Provide and install 20-amp 240 volt for insta-hot.
- Provide and install one outlet under bay window.
- Provide and install 8 x8" LED downlights.

- Provide and install 4 fluorescent strips with LED equivalents in ceiling well.
- Provide and install 2 new exit signs.

Janitors Closet/Change Room

- Provide and install 8" LED downlight in lieu of existing strip.
- Provide and install motion switch.

Restroom

- Raise existing GFCI and install new device
- Replace existing exhaust fan with new exhaust fan with motion and humidistat.
- Provide and install 20-amp 240 volt for insta-hot.

Exterior

- Remove electrical to existing fridge equipment on exterior patio.
- Remove existing striplights.
- Remove and replace 15 existing downlights with minimum 16"x16" damp rated surface flat panel.
- Provide and install power to the new exterior gates (2).
- Provide and install Ring and String to the new exterior gates (2) for card readers.

Mechanical

- Safe off and remove existing fridge equipment on exterior patio per EPA requirements.
- Safe off and remove existing system, recycle refrigerant per EPA requirements.
- Provide and install new 3-ton 2-headed mini-split system, 1 in Sergeant's office and one in man area.
- Provide and install 1-1-ton fan coil and 1-2-ton fan coil.
- Provide and install 2 condensate pumps and drain line to connect to existing.
- Provide and install new line sets from condenser to fan coils.
- Provide and install new line-set cover on exterior of building.
- Condenser to mount to exterior wall of building.
- Pressure test line-sets with nitrogen and vacuum to 500 microns.
- Provide and install 2 new wired thermostats.
- Provide start up and operational tests.

Plumbing

- Remove all non-needed plumbing throughout.
- Demo floor and abandon floor drains in 2 locations.
- Demo and abandon janitors sink.
- Demo and abandon hot water heater and lines.
- Provide new hot water insta-hots.
- Provide and install new toilet, to be white china.
- Provide and install new Lav sink and faucet, to be white china
- Provide and install a new kitchen sink and faucet, to be stainless steel.

Data, CCTV and Access Control

Access Control

- Provide and install card readers and controllers for three doors and two gates.
- Card readers will be connected to MTS ACM system via MTS network.
- Main entry double doors are to be equipped with Von Duprin 33 exit devices.
- Rear Door, Sergeant's office and the two gates will be HES electric strikes.

CCTV

- Provide and install a fixed dome and a fisheye camera inside the office space.
- Provide and install a fisheye camera and two 270 cameras outside to view the west and north sides of the building.
- Cameras will be connected to the existing CCTV server in the three-bay cabinet.
- Installation includes media converters and a new CCTV network switch.

DATA

- Provide and install twelve strand SM fiber from the three-bay cabinet to a new wall mounted rack.
- Provide and install 13 Data locations with dual data ports.
- Data wiring will be terminated on a patch panel in the wall mounted data box.
- The wall mounted rack will have a 1500W UPS.

Fencing

- Provide and install new MTS Metal Fencing.
- To include new gates (2), hardware to include panic bars.

Flooring

- Patch all tile flooring and tile wall base as needed; color to match best possible
- Float tile flooring at Sergeant office door to eliminate trip hazard.

Framing, Drywall, Texture and Painting

- Provide and install all new drywall after utility work.
- Provide and install fireboard for new data rack.
- Provide and install new exterior grade metal door, frame and hardware, rear exterior wall.
- Provide and install new interior grade metal door, frame and hardware, Sergeant's office.
- Provide and install new exterior grade double metal door, frame and hardware, Front entrance.
- Provide and install (5) new exterior grade windows, non-operable; same opening as existing.
- Infill above restroom and changing room doors; install new door casing as needed.
- Infill gap in between two columns in open area.
- Provide and install (2) new interior grade windows for Sergeant's office.
- Paint all exterior surfaces, color TBD, 1st floor only.
- Paint all interior surfaces, color TBD.

Miscellaneous

- Provide and Install Plywood over exterior side of (1) window that is at sink location, paint to

match.

- Provide and install new window bars on front windows only, metal to be black.
- Provide and install new ADA bars as required.
- Provide and install new restroom vanity.
- Provide and install new restroom fixtures (toilet paper, protection, sanitary, waste, paper towel, mirror)
- Provide and install new lockers (TBD MTS)
- Provide and install new kitchen cabinets, upper and lower (3 sets/width).
- Provide and install new solid surface for new cabinets.
- Provide and install new Refrigerator (TBD MTS).
- Provide and install new solid surface countertop at front facing bay window.
- All new windowpanes will have Anti-Frag Film applied with IPA system.
- Provide and install new Plexiglas panels in circular raise lighting.
- Rehab existing restroom and changing room doors and hardware.

DRAFT

EXHIBIT B
(Cost Breakdown)

DRAFT



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$41,788.47	\$0.00	\$0.00	\$41,788.47
02	Existing Conditions	\$46,103.76	\$0.00	\$0.00	\$46,103.76
03	Concrete	\$11,880.47	\$0.00	\$0.00	\$11,880.47
08	Openings	\$75,708.99	\$0.00	\$1,571.93	\$77,280.92
09	Finishes	\$59,741.16	\$0.00	\$1,445.06	\$61,186.22
10	Specialties	\$964.11	\$0.00	\$0.00	\$964.11
11	Equipment	\$3,215.74	\$0.00	\$0.00	\$3,215.74
12	Furnishings	\$4,130.09	\$0.00	\$0.00	\$4,130.09
22	Plumbing	\$13,084.60	\$0.00	\$697.05	\$13,781.65
23	Heating, Ventilating, And Air-Conditioning (HVAC)	\$29,178.85	\$0.00	\$1,055.69	\$30,234.54
26	Electrical	\$29,162.21	\$0.00	\$1,482.30	\$30,644.51
27	Communications	\$8,769.93	\$0.00	\$2,303.90	\$11,073.83
28	Electronic Safety And Security	\$69,908.10	\$0.00	\$0.00	\$69,908.10
32	Exterior Improvements	\$19,427.11	\$0.00	\$3,374.54	\$22,801.65
Line Count: 78			Proposal Total:		\$424,994.06

The Percentage of Non Pre-Priced on this Proposal:

0.0%



Price Proposal Detail Report

By Division

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Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

01 General Requirements								\$41,788.47
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	015423000005	Scaffolding With Bracing Accessories - Area Based On 3' Wide Sections (CCF / Month)	Installation	288.00	\$33.11	CCF	1.1579	\$11,041.36
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	CCF	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note: 160LFx20'x3'						
		Item Note:						
							Total:	\$11,041.36
2	015423000007	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories	Installation	96.00	\$42.13	CCF	1.1579	\$4,683.10
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	CCF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				
		User Note: 160LFx20'x3'						
		Item Note:						
							Total:	\$4,683.10
3	015616000070	3/4" Plywood For Temporary Floor Protection	Installation	1,900.00	\$1.78	SF	1.1579	\$3,916.02
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
							Total:	\$3,916.02



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Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

4	015626000006	Temporary 8' High Chain Link Fence And Posts, Up To 6 Months	Installation	400.00	\$8.76	LF	1.1579	\$4,057.28
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$4,057.28
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5	015626000006	For Each LF Shade Cloth, Add MOD: 0045	Installation	400.00	\$3.60	LF	1.1579	\$1,667.38
Accepted		History: 1.1 Added, 2.0 Accepted						
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

Total:	\$1,667.38
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6	016500000004	>250 To 500' Material Handling On Site With Wheelbarrow	Installation	240.00	\$12.30	EA	1.1579	\$3,418.12
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: 120 out and 120 in
Item Note:

Total:	\$3,418.12
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7	017123160019	Survey Clear Area For Underground Utilities	Installation	0.15	\$5,567.02	ACR	1.1579	\$966.91
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	ACR	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$966.91
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Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

8	017136000005	>4 To 8 Hours On Site, Electromagnetic (SIR/GPR) Survey, Earth, Concrete, Masonry Or Asphalt	Installation	2.00	\$1,951.92	EA	1.1579	\$4,520.26
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: 2 Days of Mark out

Item Note:

							Total:	\$4,520.26
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9	017413000003	Collect Existing Debris And Load Into Truck Or Dumpster	Installation	160.00	\$21.83	CY	1.1579	\$4,044.31
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	CY	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

							Total:	\$4,044.31
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10	017419000016	40 CY Dumpster (5 Ton) "Construction Debris"	Installation	3.00	\$814.98	EA	1.1579	\$2,831.00
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

							Total:	\$2,831.00
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11	017419000021	Rampless Concrete Washout Bin	Installation	1.00	\$555.08	MO	1.1579	\$642.73
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

							Total:	\$642.73
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02 Existing Conditions								\$46,103.76
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

12	024116130004	>2,000 To 10,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck	Installation	2,400.00	\$7.76	GSF	1.1579	\$21,564.73
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000

\$0.00

GSF

1.1579

\$0.00

Includes Labor Yes

Includes Equipment Yes

Includes Materials No

Total:

\$21,564.73

13	024119130071	Saw Cut Minimum Set-up Charge, One Per Project	Installation	1.00	\$820.54	EA	1.1579	\$950.10
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000

\$0.00

EA

1.1579

\$0.00

Includes Labor Yes

Includes Equipment Yes

Includes Materials Yes

Total:

\$950.10

14	024119130147	Drill 8" Diameter Core In >12" Concrete	Installation	432.00	\$34.38	IN	1.1579	\$17,197.32
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000

\$0.00

IN

1.1579

\$0.00

Includes Labor Yes

Includes Equipment Yes

Includes Materials Yes

User Note: Fence Post, 18x24"ea

Item Note:

Total:

\$17,197.32

15	024119160047	Demolish Wood Or Metal Framed Interior Partition/Wall With Plaster And Lath 1 Side	Installation	1,600.00	\$3.45	SF	1.1579	\$6,391.61
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000

\$0.00

SF

1.1579

\$0.00

Includes Labor Yes

Includes Equipment Yes

Includes Materials No

Total:

\$6,391.61

03 Concrete								\$11,880.47
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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By Division

Version: 2.0

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

16	036423000002	Pressure Injected Epoxy Grout	Installation	9.00	\$1,140.04	CF	1.1579	\$11,880.47
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	CF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: 18 fence posts holes

Item Note:

Total: \$11,880.47

08 Openings \$77,280.92

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
17	0831130000025	36" x 36" Insulated Fire Rated Steel Access Door With Cam Latch	Installation	3.00	\$671.52	EA	1.1579	\$2,332.66
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$51.04	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$2,332.66

18	0842130000003	3'-6" x 7' x 1-3/4" Medium Stile, Aluminum Framed Entrance Doors (Special-Lite SL-14)	Installation	2.00	\$4,837.94	EA	1.1579	\$11,203.70
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$621.80	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: New Rear exit door and new Sgt Door

Item Note: Including Glazing, Trim And Hardware

Total: \$11,203.70

19	0842130000005	7' x 7' x 1-3/4" Medium Stile, Aluminum Framed Entrance Doors (Special-Lite SL-14)	Installation	1.00	\$9,356.50	PR	1.1579	\$10,833.89
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$932.53	PR	1.1579	\$1,079.78
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: "Like" new front door

Item Note: Including Glazing, Trim And Hardware

Total: \$11,913.67

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

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Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

20	085113000063	>20 To 30 SF, 5-1/4" Frame Depth, HC 80, Side Loading Sash, Double Hung Aluminum Window (Traco TR-9600)	Installation	6.00	\$2,293.29	EA	1.1579	\$15,932.40
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 4.000000 \$106.26 EA 1.1579 \$492.15

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: "Like" 6 new windows

Item Note:

Total: \$16,424.55

21	085656000014	24 Gauge, Wire Cloth, Inoperable, Steel Security Window Screen	Installation	180.00	\$12.91	SF	1.1579	\$2,690.73
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000 \$2.80 SF 1.1579 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: over 4 new windows

Item Note:

Total: \$2,690.73

22	085656000014	For Painted Steel, Add	MOD: 0112 Installation	180.00	\$0.41	SF	1.1579	\$85.45
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Accepted

History: 1.1 Added, 2.0 Accepted

Includes Labor No Includes Equipment No Includes Materials Yes

Total: \$85.45

23	085656000014	For Galvanized Steel, Add	MOD: 0113 Installation	180.00	\$1.24	SF	1.1579	\$258.44
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Accepted

History: 1.1 Added, 2.0 Accepted

Includes Labor No Includes Equipment No Includes Materials Yes

Total: \$258.44

* Includes Price Changes due to Construction Task Catalog update



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Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

24	087111002143	3' Push Bar, Fire Rated, Mortise Chexit Delayed Egress, Exit Device (Von Duprin Series CX9875-F/CX9975-F)	Installation	4.00	\$2,643.06	EA	1.1579	\$12,241.60
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$141.67	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: "Like" new panic bars.
1-Front door
1-Rear Door
2-Rear gates

Item Note: Excludes power supply. Clear anodized satin aluminum US28 (BHMA 628) finish.

Total: \$12,241.60

25	087111002143	For 4' Push Bar, Add	MOD: 0154	Installation	2.00	\$13.00	EA	1.1579	\$30.11
Accepted		History: 1.1 Added, 2.0 Accepted							
		Includes Labor No	Includes Equipment No	Includes Materials Yes					

User Note: gates

Item Note: Excludes power supply. Clear anodized satin aluminum US28 (BHMA 628) finish.

Total: \$30.11

* Includes Price Changes due to Construction Task Catalog update



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By Division

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

26	087111002238	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)	Installation	6.00	\$439.67	EA	1.1579	\$3,054.56
Accepted	History: 1.1 Added, 2.0 Accepted		Demo:	0.000000	\$25.67	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
User Note: "Like" new door closures bars. 1-Front door 1-Rear Door 2-Rear gates 1-Sgt office 1-Restroom								
Item Note:								
							Total:	\$3,054.56
27	087111002238	For Stainless Steel Finish, Add MOD: 0476	Installation	6.00	\$145.00	EA	1.1579	\$1,007.37
Accepted	History: 1.1 Added, 2.0 Accepted							
Includes Labor No Includes Equipment No Includes Materials Yes								
							Total:	\$1,007.37
28	087111002263	Entrance F08 Mortise Lockset	Installation	5.00	\$787.71	EA	1.1579	\$4,560.45
Accepted	History: 1.1 Added, 2.0 Accepted		Demo:	0.000000	\$22.13	EA	1.1579	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
User Note: "Like" new doors. 1-Front door 1-Rear Door 2-Rear gates 1-Sgt office								
Item Note: Locked with key outside and thumb knob inside.								
							Total:	\$4,560.45
29	087111002263	For Satin Stainless Steel US32D (BHMA 630) Finish, Add MOD: 0192	Installation	5.00	\$246.80	EA	1.1579	\$1,428.85
Accepted	History: 1.1 Added, 2.0 Accepted							
Includes Labor No Includes Equipment No Includes Materials Yes								
							Total:	\$1,428.85

* Includes Price Changes due to Construction Task Catalog update



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Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

30	087111002403	24 Volt DC, Fail Secure, Dual Monitor Switch, Stainless Steel Body Electric Strike (Von Duprin 6214)	Installation	5.00	\$715.88	EA	1.1579	\$4,144.59
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$44.28	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$4,144.59
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31	087111002426	15 Amperes At 12 Volt DC, 10 Amperes At 24 Volt DC, Door Hardware Power Supply	Installation	5.00	\$1,019.81	EA	1.1579	\$5,904.19
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$22.13	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$5,904.19
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09 Finishes	\$61,186.22
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
32	090120910002	Up To 2 SF, Cut And Patch Hole In Gypsum Board To Match Existing	Installation	40.00	\$16.95	SF	1.1579	\$785.06
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$785.06
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33	090160910004	Repair Existing Terrazzo	Installation	800.00	\$17.53	SF	1.1579	\$16,238.39
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: "Like" Patching existing floor
Item Note:

Total:	\$16,238.39
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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

34	090190520008	Up To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation	Installation	4,000.00	\$0.42	SF	1.1579	\$1,945.27
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: Final cleanup						
		Item Note:						
							Total:	\$1,945.27
35	090190520013	Hand Wash Drywall Surfaces With Mild Detergent Or Degreaser (No Sanding, Repairing Or Scraping), Surface Preparation	Installation	4,800.00	\$0.27	SF	1.1579	\$1,500.64
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		User Note: Inside and outside						
		Item Note:						
							Total:	\$1,500.64
36	090190520015	Scrape, Repair And Sand Severely Damaged Drywall Surfaces, Surface Preparation	Installation	4,800.00	\$0.87	SF	1.1579	\$4,835.39
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
							Total:	\$4,835.39
37	090190520038	Hand Scrape Wood Surfaces, Surface Preparation	Installation	4,800.00	\$0.71	SF	1.1579	\$3,946.12
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
							Total:	\$3,946.12



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

38	092910000009	5/8" Type X Fire Rated Gypsum Board	Installation	4,800.00	\$1.54	SF	1.1579	\$8,559.20
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	2400.000000	\$0.52	SF	1.1579	\$1,445.06
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$10,004.26
39	092910000038	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board	Installation	2,400.00	\$0.28	SF	1.1579	\$778.11
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
Total:								\$778.11
40	092910000038	For ASTM C840 Level 5 High Quality Finish, Add	MOD: 0048 Installation	2,400.00	\$0.20	SF	1.1579	\$555.79
Accepted		History: 1.1 Added, 2.0 Accepted						
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
Total:								\$555.79
41	092910000052	Additional Cost For Finishing Penetrations In Gypsum Board (For Ductwork, Pipe, Conduits, Supports) Per Sheet To Be Finished, With Three Or More Areas Of Penetrations	Installation	40.00	\$99.51	EA	1.1579	\$4,608.91
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				
Total:								\$4,608.91



Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

42	096513130003	4" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors	Installation	400.00	\$2.60	LF	1.1579	\$1,204.22
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000 \$0.85 LF 1.1579 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$1,204.22

43	099113000107	Paint Exterior Wood Rough (Shingles, Shakes Or Rough Sawn) Siding, 1 Coat Primer, Brush Work	Installation	2,400.00	\$1.16	SF	1.1579	\$3,223.59
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000 \$0.00 SF 1.1579 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$3,223.59

44	099113000109	Paint Exterior Wood Rough (Shingles, Shakes Or Rough Sawn) Siding, 2 Coats Paint, Brush Work	Installation	2,400.00	\$2.15	SF	1.1579	\$5,974.76
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000 \$0.00 SF 1.1579 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$5,974.76

45	099123000058	1 Coat Primer, Brush Work, Paint Interior Plaster/Drywall Walls	Installation	2,400.00	\$0.69	SF	1.1579	\$1,917.48
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Accepted

History: 1.1 Added, 2.0 Accepted

Demo: 0.000000 \$0.00 SF 1.1579 \$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$1,917.48



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

46	099123000060	2 Coats Paint, Brush Work, Paint Interior Plaster/Drywall Walls	Installation	2,400.00	\$1.32	SF	1.1579	\$3,668.23
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$3,668.23
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10 Specialties \$964.11

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
47	105113000253	12" x 18" x 72" Six Tier, All- Welded Steel Locker	Installation	4.00	\$208.16	EA	1.1579	\$964.11
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$17.04	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: "like" Estimated based upon MTS provided

Item Note:

Total:	\$964.11
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11 Equipment \$3,215.74

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
48	113213000029	72" Compact Unit Kitchen Cabinet For Upper Wall Section	Installation	2.00	\$1,388.61	EA	1.1579	\$3,215.74
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$265.55	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$3,215.74
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12 Furnishings \$4,130.09

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

49	123661190005	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash	Installation	36.00	\$99.08	SF	1.1579	\$4,130.09
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$22.67	SF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$4,130.09
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50	123661190007	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop	Installation	0.00	\$132.77	EA	1.1579	\$0.00
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials No				

Total:	\$0.00
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22 Plumbing	\$13,781.65
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
51	221313000023	Countertop Kitchen Sink, Double Fixture Rough-In, Cast Iron Waste And Vent Pipe	Installation	1.00	\$843.72	EA	1.1579	\$976.94
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$976.94
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52	223313160011	36 KW, 4.5 GPM At 55 Degree Rise, Indoor Mount, Instantaneous, Tankless, Electric Domestic Water Heater (Stiebel Eltron Tempra 36 Plus)	Installation	2.00	\$1,533.96	EA	1.1579	\$3,552.34
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$193.36	EA	1.1579	\$223.89
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total:	\$3,776.23
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Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

53	224213130015	2 Piece Tank Type, Pressure Assisted, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (American Standard Glenwall™)	Installation	1.00	\$1,075.85	EA	1.1579	\$1,245.73
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$113.95	EA	1.1579	\$131.94
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$1,377.67
54	224213130066	Vertical On Stack, No-Hub, 90 Degree Institutional, Double Waste Fitting With Vent And Carrier, Water Closet Carrier	Installation	1.00	\$1,733.53	EA	1.1579	\$2,007.25
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$69.00	EA	1.1579	\$79.90
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$2,087.15
55	224216130017	24" x 18" Enameled Cast Iron Countertop Lavatory (Kohler® Thoreau®)	Installation	1.00	\$648.87	EA	1.1579	\$751.33
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$77.90	EA	1.1579	\$90.20
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$841.53
56	224216130052	37" x 22" Solid Surface Vanity Top With Integrated Backsplash And Sink	Installation	1.00	\$708.90	EA	1.1579	\$820.84
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$75.67	EA	1.1579	\$87.62
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$908.46

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

57	224216130077	Floor Mounted, Single Lavatory Carrier With Exposed Acid Resistant White Coated Arms	Installation	1.00	\$618.67	EA	1.1579	\$716.36
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$40.06	EA	1.1579	\$46.39
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$762.75
58	224216160016	33" x 22" x 8" Stainless Steel Kitchen Sink, Double Bowl, 18 Gauge (Elkay LR3322)	Installation	1.00	\$1,905.59	EA	1.1579	\$2,206.48
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$95.26	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$2,206.48
59	224239000020	Chrome Single Handle Kitchen Faucet With Integrated Spray, 1.5 GPM Aerator (Elkay LKLFGT1041CR)	Installation	1.00	\$494.08	EA	1.1579	\$572.10
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$44.51	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$572.10
60	224239000035	4" Reach, Push Handle Self-Closing Valve, Single Basin Metering Faucet (T&S Brass 0805)	Installation	1.00	\$203.15	EA	1.1579	\$235.23
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$32.05	EA	1.1579	\$37.11
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$272.34
23 Heating, Ventilating, And Air-Conditioning (HVAC)								\$30,234.54
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

61	238123130006	5 Ton Packaged Computer Room Air Conditioner, Ceiling Mounted, Split System	Installation	1.00	\$25,199.80	EA	1.1579	\$29,178.85
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$911.73	EA	1.1579	\$1,055.69
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$30,234.54

26 Electrical \$30,644.51

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
62	260519130018	RJ-45, Telephone Fitting With Duplex Jack And Cover	Installation	24.00	\$63.24	EA	1.1579	\$1,757.41
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$13.70	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$1,757.41

63	260519160045	2 Conductors, #14 AWG, 600 Volt, XLP (XHHW-2), Copper, Stranded, Power Cable, Installed In Conduit	Installation	3.00	\$1,108.09	MLF	1.1579	\$3,849.17
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$346.01	MLF	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$3,849.17

64	260533160316	20 Amperes, Duplex Receptacles (Wiremold 68REC-25)	Installation	24.00	\$114.44	EA	1.1579	\$3,180.24
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$7.11	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$3,180.24

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

65	263353000008	2 KVA, 1,800 Watt, 120 Volt AC Output, 120 Volt AC Input, Single Phase, On-Line, Uninterruptible Power Supply (UPS) (Liebert® GXT3-2000RT120)	Installation	1.00	\$1,997.65	EA	1.1579	\$2,313.08
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$130.28	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Like 1500W UPS Battery Back up
Item Note: Includes 4 minutes of battery backup at full load.

Total:	\$2,313.08
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66	265119000242	5" Diameter, 10 Watt, 700 Lumens, Retrofit LED Downlight (Sylvania LED/RT5/6/625/840)	Installation	16.00	\$47.33	EA	1.1579	\$876.85
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$21.63	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Interior can lights
Item Note:

Total:	\$876.85
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67	265619000193	40 LEDs, 47 Watt, Surface Mount, Rectangular, LED Canopy Fixture (CREE® BetaLED® Edge® CAN-EDG)	Installation	16.00	\$927.62	EA	1.1579	\$17,185.46
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	16.000000	\$80.01	EA	1.1579	\$1,482.30
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Exterior lighting
Item Note:

Total:	\$18,667.76
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27 Communications	\$11,073.83
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
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Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

68	271119000010	24 Port, Category 6 Patch Panel	Installation	1.00	\$278.00	EA	1.1579	\$321.90
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$39.48	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$321.90

69	271323130054	Commercial Gigabit Media Converter, Ethernet RJ45 to Fiber Optic. Shelf, Wall or Chassis Mount, 100 Volt AC - 260 Volt AC, Power Module Included. Gigabit Ports: 1 x 1000TX And 1 x 1000LX SM 20KM, (Etherwan Systems)	Installation	1.00	\$865.89	EA	1.1579	\$1,002.61
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$1,002.61

70	271513000498	4-Pair Solid UTP, 23 AWG, Category 6, Indoor Telecommunications Plenum Cable, Installed Exposed	Installation	3.00	\$2,143.37	MLF	1.1579	\$7,445.42
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	3.000000	\$663.24	MLF	1.1579	\$2,303.90
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$9,749.32

28 Electronic Safety And Security \$69,908.10

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
71	281611000055	HID Proximity Card Reader, Exterior Stand Alone Access Controls	Installation	5.00	\$1,173.19	EA	1.1579	\$6,792.18
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$78.96	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$6,792.18



Price Proposal Detail Report

By Division

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

72	282131000066	1 Additional Avigilon Control Center Viewing Client Connection For All Servers At One Site. Must Be Ordered Concurrently With Multiple Avigilon Control Center Licenses Or Reference A Previous Avigilon Order Containing Multiple Avigilon Control Center Licenses Or NVRs (Avigilon HD-NVMS-ENT-CLTSITE)	Installation	1.00	\$1,276.86	EA	1.1579	\$1,478.48
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.1579	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note: Etherwan EL2315-U Media Converter						
		Item Note:						
Total:								\$1,478.48
73	282131000223	Camera Dome, Clear Indoor Ceiling Dome For Avigilon HD IP Professional Cameras (Avigilon ED-HD-PRO-DOME-C)	Installation	5.00	\$507.25	EA	1.1579	\$2,936.72
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$24.08	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$2,936.72
74	282131000224	Camera Dome, Outdoor Pendant With Heater And Sun Shield For Avigilon HD IP Professional Cameras (Avigilon ED-HD-PRO-DOME-P)	Installation	5.00	\$1,660.95	EA	1.1579	\$9,616.07
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$24.08	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
Total:								\$9,616.07



Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

75	282131000387	22X, Surface Mount, Black And White, Spectra® IV, Pan/Tilt Camera Dome System (Pelco SD4M22-SMB)	Installation	5.00	\$2,124.18	EA	1.1579	\$12,297.94
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$118.64	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: 5 cameras total in project

Item Note:

Total: \$12,297.94

76	284621170332	Ethernet Port Interface, RJ45, Mounts To Base Plate (EST3 SA-ETH)	Installation	70.00	\$453.86	EA	1.1579	\$36,786.71
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$15.81	EA	1.1579	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: 70 RJ45 JAcks

Item Note:

Total: \$36,786.71

32 Exterior Improvements \$22,801.65

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
77	323119000008	8' Wrought Iron Fence, Verticals At >2-1/2" To 3" On Center	Installation	180.00	\$92.53	LF	1.1579	\$19,285.29
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	180.000000	\$16.04	LF	1.1579	\$3,343.09
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$22,628.38

78	323119000014	4' Single Wrought Iron Gate, Hardware And Associated Trim	Installation	2.00	\$61.24	LF	1.1579	\$141.82
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	2.000000	\$13.58	LF	1.1579	\$31.45
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

Total: \$173.27

Proposal Total: \$424,994.06

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

* Includes Price Changes due to Construction Task Catalog update



Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$424,994.06

Approved Date: August 16, 2024

Job Order: MTSJOC324-52

Job Order Name: Lemon Grove Depot Rehabilitation

Location: Lemon Grove Depot Station 3443 Main St Lemon Grove, CA 91945

Contractor: ABC General Inc.

Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

DRAFT

EXHIBIT C
(Subcontractor Listing)

DRAFT

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att. A, AI 18, 09/12/24
 Metropolitan Transit System

Subcontractor Report

Date: 8/16/2024

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-52
Job Order Title: Lemon Grove Depot Rehabilitation
Job Order Value: \$424,994.06
Location: Lemon Grove Depot Station
Contractor: ABC General Inc.
Subcontractors: Access Professional Systems
BTS Equipment Unlimited Inc.
Comfort Mechanical
ELECTRO SPECIALTY SYSTEMS (ESS)
Harborside Construction Inc
JOHN OMAHEN PLUMBING
the doctor of electricity

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Access Professional Systems 1955 Cordell Ct, El Cajon, CA 92020	430971	Fencing		\$36,000.00	8.47%
BTS Equipment Unlimited Inc. 13465 Camino Canada 106-501, El Cajon, CA 92021	907777	Demo		\$31,210.00	7.34%
Comfort Mechanical 10740 Kenney St, #404 Santee, CA 92071	695913	HVAC		\$14,977.00	3.52%
ELECTRO SPECIALTY SYSTEMS (ESS) 7940 Convoy Ct, San Diego, CA 92111	524465	Electrician		\$45,374.00	10.68%
Harborside Construction Inc 2010 Garrison Way, El Cajon, CA 92019	730817	Carpenter		\$70,000.00	16.47%
JOHN OMAHEN PLUMBING 2358 TAVERN RD SUITE 5, Alpine, CA 91901	567655	Plumber		\$39,786.00	9.36%
the doctor of electricity 41815 Hawthorne Street, Murrieta, CA 92562	517763	Electrician		\$29,250.00	6.88%

Summary

Att. A, AI 18, 09/12/24

Certification Name	Value	% Subcontracted
	\$266,597.00	7.34%
Total	\$266,597.00	62.73%

DRAFT



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 19

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

September 12, 2024

SUBJECT:

Equity Statement and Policy Development – 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. G2900.0-24 (in substantially the same format as Attachment A), with Keen Independent Research LLC (Keen), for Equity Statement and Policy Development for a two (2) year base period with three (3) 1-year options, for a total of five (5) years, at a cost of \$829,274.50; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total two (2) year base period cost is \$397,075, and the three (3) 1-year option cost is \$432,199.50, with a total not to exceed contract cost of \$829,274.50. The project will be funded by the Executive Office Operating Budget account 111010-571210.

DISCUSSION:

In 2023, MTS conducted a Social Equity Listening Tour (SELT) public engagement effort aimed to understand the experiences of transit riders and to take steps in addressing issues of inequity in transit. The SELT was designed to identify local communities' top transit priorities with regard to inequities in transit service, operations, amenities, and programs. As a result of these efforts, the MTS Board allocated funding towards priority projects identified by SELT engagement. Additionally, the Board directed staff to develop a draft Board Policy on Equity.

MTS staff provided a presentation to the Executive Committee in February 2024 to discuss the background of this project and proposed scope details. Due to importance of this focus area and agency desire to ensure proposed actions are aligned with the goals and values of MTS, its employees, and the communities we serve, it was determined a professional outside consultant



specializing in developing Equity policies, practices, and trainings for public agencies would be the best next step forward.

On April 26, 2024, MTS issued a Request for Proposals (RFP) for an Equity Statement and Policy Development consultant. MTS received a total of five (5) proposals from the following firms:

Proposer	Firm Disadvantage Business Enterprise (DBE) or Small Business (SB) Certification
CPS HR Consulting	N/A
Keen	N/A
MGT of America Consulting, LLC (MGT)	N/A
MIG, Inc.	N/A
Modern Times, Inc.	DBE

All proposers were deemed responsive and responsible and were forwarded to the evaluation committee for evaluation. The evaluation committee was comprised of representatives from the MTS Planning, Marketing, Finance, Legal, and Government Affairs Departments. The proposals were evaluated on the following:

1. Qualifications of the Firm or Individual	35%
2. Staffing, Organization, and Management Plan	15%
3. Work Plan	25%
4. Cost and Price	<u>25%</u>
Total	100%

The following table illustrates the initial scores of the proposers:

PROPOSER	TOTAL COST	COST SCORE	AVG TECH SCORE	AVG TOTAL SCORE (MAX SCORE: 100)	RANKING
Keen	\$829,375.00	17.50	61.40	78.90	1
MGT	\$506,486.00	17.50	50.80	68.30	2
MIG, Inc.	\$284,760.00	12.50	41.20	53.70	3
Modern Times, Inc.	\$308,400.00	10.00	36.00	46.00	4
CPS HR Consulting	\$227,860.00	11.50	32.40	43.90	5

As a result of the initial review, Keen and MGT were deemed to be within the competitive range. MTS invited both firms for an interview, which were held virtually on August 8, 2024. During the interview process, the evaluation committee learned more about each firm's past experience, proposed work plan and cost proposals. After the interviews, the evaluation committee re-scored as follows:

PROPOSER	TOTAL COST	COST SCORE	AVG TECH SCORE	AVG TOTAL SCORE (MAX SCORE 100)	RANKING
Keen	\$829,375.00	17.50	61.40	78.90	1
MGT	\$506,486.00	18.00	52.70	70.70	2

Staff reached out to both firms to ask for a revised proposals and to clarify types of as-needed services that would be expected during the optional year period. During the revision period, Keen reduced their pricing by \$100.50 (0.01%) and MGT increased their pricing by \$84,287.00 (15.36%). Based on this both firms were re-scored as follows:

PROPOSER	TOTAL COST	COST SCORE	AVG TECH SCORE	AVG TOTAL SCORE (MAX SCORE 100)	RANKING
Keen	\$829,274.50	17.00	61.40	78.40	1
MGT	\$590,773.00	20.00	52.70	72.70	2

Based on the objectives of this procurement, consideration of the evaluation criteria and Keen's technical and cost proposals, the evaluation committee determined that Keen presented the best overall value to MTS.

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

- 1) Execute MTS Doc. No. G2900.0-24 (in substantially the same format as Attachment A), with Keen, for Equity Statement and Policy Development services for a two (2) year base period with three (3) 1-year options, for a total of five (5) years, at a cost of \$829,274.50; and
- 2) Exercise the option years at the CEO's discretion.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc. No. G2900.0-24
B. Scope of Work
C. Cost Proposals



**Metropolitan
Transit
System**

Att. A, AI 19, 09/12/24

STANDARD AGREEMENT FOR

MTS DOC. NO. G2900.0-24

EQUITY STATEMENT AND POLICY DEVELOPMENT

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: Keen Independent Research LLC

Address: 2929 E. Camelback Rd., Suite 115

Form of Business: LLC

Phoenix AZ 85016

City State Zip

(Corporation, Partnership, Sole
Proprietor, etc.)

Email: dkeen@keenindependent.com

Telephone: 303-385-8515

Authorized person to sign contracts

David Keen

Principal

Name

Title

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

The contract term is for up to two (2) base years with three (3) 1-year options, exercisable at MTS's sole discretion, for a total of five (5) years. Base period shall be effective October 1, 2024 through September 30, 2026 and option years shall be effective October 1, 2026 through September 30, 2029, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$397,075.00 for the base years and \$432,199.50 for the option years, for a contract total not to exceed \$829,274.50 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	KEEN INDEPENDENT RESEARCH LLC
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____



SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The San Diego Metropolitan Transit System (MTS) believes that Equity is fundamental to deliver a balanced and sustainable transportation system for San Diego. As such, MTS recognizes the importance of addressing Equity in the programs, projects, and services the agency provides, as well as making it an internal agency top priority.

MTS seeks to create a unified vision that delivers equity in a consistent, effective, and structured manner to help guide the agency's future. This includes creating an Equity Statement, an Equity Policy, and internal and external communications to both employees and the public to best illustrate and explain MTS's commitment to Equity. It is MTS's aim that these reflect the agency values and enhance the agency's existing practices involving Equity to help maximize the benefits and delivery of equity-based objectives spanning the agency's multiple functions and departments.

1.2. OVERVIEW

MTS is seeking a qualified consultant to perform the following:

- Review and assess MTS's existing policies, programs and procedures relating to Equity (regarding operations and capital projects);
- Provide outreach to Community-Based Organizations and Transit Advocacy Organizations regarding local priorities surrounding MTS's development and improvement of Equity efforts (examples include, but not limited to, attention to and involvement of Disadvantaged Communities, Vulnerable Populations, Environmental Justice Communities, etc.);
- Create an Equity Statement and Equity Policy that reflects agency, employee, and community values;
- Develop internal training to employees and external communications to the public to illustrate and explain the Equity Statement and Equity Policy; and
- Provide recommendations on ways to improve and/or identify gaps of MTS's existing policies, programs, and procedures relating to Equity (regarding public facing services and amenities).

1.3. TASKS

Consultant shall be responsible for completing the following tasks and subtasks:

1.3.1. Task 1: Project Management

Purpose: Coordinate and communicate schedules, progress, invoicing, and administration of the contract. Ensure that the tasks and milestones are being completed on time and on budget. Provide timely communication to MTS Project Manager of any issues or concerns related to the project.

Task 1.1: Project Initiation

- MTS and Consultant team shall hold a kick-off meeting to review project scope, schedule, deliverables, and overall understanding.

- Consultant team shall prepare a schedule for each task, identifying the lead personnel, and duration and key milestones (budget and schedule shall be prepared in advance of the project kick-off meeting for review and discussion).

Task 1.2: Communication and Coordination

- Consultant shall provide regular correspondence with MTS Project Manager by phone or email, as appropriate to address key issues, communications, and challenges. Frequency of meetings will be decided by MTS Project Manager, but no less than once per month.
- Consultant Project Manager shall be responsible for the overall and daily management of Consultant Team and day-to-day communications with MTS Project Manager. Consultant Project Manager shall ensure timely and integrated production of all project tasks.
- Consultant shall prepare and provide all meeting materials (e.g. agendas, minutes, presentations, etc.) throughout the project duration. Meeting materials are to be distributed at least two (2) workdays prior to meetings. Consultant shall provide the minutes for any meetings within the following three (3) business days from the meeting date. All submittals shall be transmitted via email.

Task 1.3: Invoicing and Progress Monitoring

- Consultant Project Manager shall communicate and coordinate in a timely manner all work and progress on the project with MTS Project Manager. Coordination and administration for the project shall include, but is not limited to, the following:
 - Monthly progress reports, prepared by Consultant Project Manager and submitted to MTS Project Manager. Progress reports shall include: the status of work and budget by task; significant accomplishments; problems encountered and potential solutions; decisions to be made by MTS; project schedule updates as needed; and work planned for the next month (by task and responsible parties).
 - Invoices, prepared by Consultant Project Manager and submitted to MTS Project Manager for approval and payment, shall be prepared to provide a summary of project budget activity-to-date and show costs against each major task as appropriate. Specific billing requirements will be provided by MTS staff upon award of the contracts.

Task #	Deliverables
1.1	<ul style="list-style-type: none"> • Project schedule • Kick-off meeting materials
1.2	<ul style="list-style-type: none"> • Project meeting materials

1.3	<ul style="list-style-type: none"> • Monthly progress reports • Invoices
-----	--

1.3.2. Task 2: Equity Assessment

Purpose: Identify organizational strengths and areas for growth pertaining to Equity. Consultant shall conduct an organizational assessment of MTS's current and planned efforts related to Equity. This task will require review of many sources and any relevant materials to assess organizational policy, programs, and projects, among others. The Equity assessment shall set a baseline, which MTS can utilize to inform, develop, and improve efforts.

Task 2.1: Employee Interviews and Survey

- Consultant shall conduct interviews with various MTS staff as needed to inform the Equity assessment. Interviews shall be conducted in-person and surveys may be conducted virtually. At a minimum, interviews shall be held with MTS's Chief Executive Officer (CEO), department leads, and members of the internal MTS DEI Committee, or as otherwise deemed appropriate.
- Consultant shall review a previously developed internal survey, and received responses, which was sent to all MTS staff, to inform the Equity assessment.
- Consultant shall develop a survey to facilitate feedback from MTS administrative and operations employees, which will be used to inform the Equity assessment. A review of the previous internal Equity survey, and received responses, shall also be used to help inform how to develop a new survey.

Task 2.2: Equity Assessment Technical Memo

- Develop a baseline assessment report of MTS's current organizational practices and level of Equity awareness and competency, including any barriers or challenges within the existing context. Consultant shall collaborate with MTS staff to develop adequate scope and metrics for the assessment. This shall include an identification of the agency's strengths and/or unique features in the approach to addressing equity, as well as areas that present room for the agency to further grow and develop. These agency strengths and opportunity areas shall also be informed by and compared to the findings from the preceding task. This includes review of a recently conducted DEI inventory across multiple departments that lists MTS's existing policies, practices and procedures relating to DEI.
- The Equity assessment shall review and evaluate:
 - (1) OPERATIONS:
 - MTS's policies, programs and actions relating to operations (e.g. fixed route bus, trolley, complementary paratransit, administration)
 - (2) CAPITAL PROJECTS:

- MTS's capital projects relating to the projects and services delivered to San Diego.
 - For example, bus shelters, service frequency, hours of service, zero-emission buses, state of good repair of vehicles and infrastructure.

Task 2.3: Equity Assessment Presentation and Project Update

- Consultant shall prepare and present an overview of initial Equity assessment findings and project update to MTS's internal DEI Committee in coordination with the MTS Project Manager.

Task #	Deliverables
2.1	<ul style="list-style-type: none"> • Employee Interviews and Survey
2.2	<ul style="list-style-type: none"> • Equity Assessment Technical Memo
2.3	<ul style="list-style-type: none"> • Internal Equity Assessment Presentation

1.3.3. Task 3: Outreach to Community-Based Organizations and Transit Advocacy Organizations

Purpose: Provide outreach to Community-Based Organizations (CBOs) and Transit Advocacy Organizations (TAOs) to ensure there is local community input regarding the priorities surrounding MTS's development and improvement of Equity efforts (examples include, but not limited to, attention to and involvement of Disadvantaged Communities, Vulnerable Populations, Environmental Justice Communities, etc.). The outreach to local CBOs and TAOs, along with the preceding tasks, will help inform the Consultant and drive the development of a draft Equity Statement and Equity Policy.

- Consultant to conduct not less than three (3) group outreach meetings with local CBOs and TAOs.
 - During MTS's Elevate SD 2020 process, the agency established a Community Advisory Committee (CAC) made up of various external stakeholders, including local CBOs. MTS will periodically convene the CAC to provide agency updates and seek feedback related to MTS programs or projects. Additionally, MTS meets regularly with the San Diego Transit Equity Working Group (SDTEWG), which is made up of both CBOs and TAOs.
- Outreach discussion should include, but not be limited to, Disadvantaged Communities, Vulnerable Populations, Environmental Justice Communities, etc., and how these populations can be better represented and involved in public facing service/amenity decisions at MTS.
- Outreach focus should include a focus on what goals and principles MTS should be considering when choosing, budgeting and prioritizing capital projects.

- Consultant shall develop a technical memo detailing the results of the feedback received from the outreach meetings.

Task #	Deliverables
3	<ul style="list-style-type: none"> • CBO/TAO Outreach Technical Memo

1.3.4. Task 4: Equity Statement and Equity Policy Development

Purpose: Develop an Equity Statement and Equity Policy that aim to reflect the agency values and provide guidance on the agency's practices involving Equity. The Equity Statement should embody a shared understanding of Equity for MTS employees and MTS's commitment to delivering projects, programs, and services. The Equity Policy should help direct MTS's practices involving Equity to ensure equitable programs, projects, and services. It is MTS's aim that the Equity Statement and Equity Policy have the result of being something that is institutionalized and embedded in the core function of the agency, and that all employees understand and promote in their day-to-day business functions.

Task 4.1: Equity Statement

- As informed by the findings from preceding tasks, Consultant shall assist MTS in the development of an Equity Statement (i.e. a mission statement with an equity focus) that captures and expresses MTS's equity values and goals in a unique and consistent manner. This Equity Statement would lead to a unified agency voice and common understanding across all departments and operations, and help shape a unique Equity identity for MTS.

Task 4.2: Equity Policy

- As informed by the findings from preceding tasks, Consultant shall assist MTS in the development of an Equity Policy. At a minimum, the Policy shall incorporate all proposed and recommended Equity efforts, as well as any recommended roles, responsibilities, and processes in order to effectively deliver projects, programs, and services with consideration of Equity practices.

Task 4.3: Review with PM and other MTS designated staff/committees

- Consultant shall review the draft Equity Statement and draft Equity Policy first with MTS Project Manager and other designated staff/committees. This should be a collaborative process, which may include multiple drafts and revisions between Consultant and MTS staff.

Task 4.4: Review with Internal Staff

- Once MTS provides its approval of a draft Equity Statement and draft Equity Policy, Consultant shall review with MTS internal staff and employees to receive feedback and comment.

Task 4.5: Outreach with External Organizations

- Once MTS provides its approval of a draft Equity Statement and draft Equity Policy, Consultant shall review with external organizations to receive feedback and comment.

Task 4.6: Summarize Feedback and Make Revisions accordingly

- Consultant shall review all received feedback and comment from MTS internal staff and external organizations and develop recommendations on how best to address in the draft Equity Statement and draft Equity Policy. MTS Project Manager will work collaboratively with Consultant on making final revisions.

Task 4.7: Board Approval

- Present the proposed Equity Statement and Equity Policy to the MTS Board of Directors for review and approval. Consultant shall be required to attend at least two (2) in-person Board of Directors meetings in the capacity of presenting and/or acting as support for MTS Staff during presentations.

Task #	Deliverables
4.1	<ul style="list-style-type: none"> • Equity Statement
4.2	<ul style="list-style-type: none"> • Equity Policy
4.3	<ul style="list-style-type: none"> • Presentation to Board of Directors Regarding Approval of Equity Statement and Equity Policy

1.3.5. Task 5: Implementation of Equity Statement and Equity Policy

Purpose: This task will include the dissemination and implementation of the Equity Statement and Equity Policy. This task would ultimately identify a roadmap that will guide the agency in the implementation process and training of employees. This task would also work on developing a website and/or any other recommended external communications to the public to explain the previously identified Equity programs and what is planned for improvements. Finally, Consultant shall identify any other efforts or considerations the agency should pursue that would support and improve the successful delivery of the Equity Statement and Equity Policy.

Task 5.1: Implementation of Equity Statement and Equity Policy

- Develop a set of recommended actions to disseminate and implement the approved Equity Statement and Equity Policy. These recommendations should ensure all applicable agency processes are identified, created, and/or updated in order to officially put the Equity Statement and Policy into action.

Task 5.2: Employee Training

- To support the implementation process, Consultant shall identify the optimal approach and assist in training employees on what the Equity Statement and Equity Policy means and how it will be implemented. At least two (2) in-person

trainings shall be provided by the consultant. If additional trainings are needed, Consultant shall work with MTS Staff to determine training format.

Task 5.3: DEI Webpage

- Assist the agency in the development of webpage copy and/or any other recommended external communications to the public to explain the Equity programs that were previously identified during the Equity inventory process. This would also include communicating all future plans as it relates to the Equity Statement and Equity Policy. The purpose of the webpage is to host a central location for the agency to continuously monitor and update with relevant projects, programs, etc. that directly involve or support MTS's Equity values and goals, as well as MTS's wider efforts towards DEI.

Task 5.3.1: (Optional) Webinar for External Organizations regarding DEI Webpage

Task #	Deliverables
5.1	<ul style="list-style-type: none"> • Implementation of Equity Statement and Equity Policy Technical Memo
5.2	<ul style="list-style-type: none"> • Employee Training Technical Memo
5.3	<ul style="list-style-type: none"> • DEI Webpage

1.3.6. Task 6 (Optional): Implementation or Development of Other Recommended Actions

Purpose: As an optional task, this task would be used as needed to help staff to implement or develop any remaining recommended actions the Consultant believe MTS should complete. Task 6 is an Option and may be exercised at the discretion of MTS. If exercised, Task 6 shall be for a period of 3-years. Services include meeting with MTS Staff and Stakeholders (i.e. CBOs). Meetings outside of MTS can be done virtually.

1.4. PAYMENTS

Payments will be made in accordance with the Project Milestones met for each task as follows:

TASK	DELIVERABLES	1ST PAYMENT	FINAL PAYMENT
Task 1: Project Management	<ul style="list-style-type: none"> • Project schedule • Kick-off meeting materials • Project meeting material • Monthly Progress Reports • Invoices 	Upon completion of deliverables 50%	Upon completion of deliverables 50%

Task 2: Equity Assessment	<ul style="list-style-type: none"> Employee Interviews and Survey Equity Assessment Technical Memo Internal Equity Assessment Presentation 	Upon completion 75% of deliverables	Upon completion 25% of deliverables
Task 3: Outreach to Community-Based Organizations and Transit Advocacy Organizations	<ul style="list-style-type: none"> CBO/TAO Outreach Technical Memo 	Upon completion 50% of deliverables	Upon completion 50% of deliverables
Task 4: Equity Statement and Equity Policy Development	<ul style="list-style-type: none"> Equity Statement Equity Policy Presentation to Board of Directors Regarding Approval of Equity Statement and Equity Policy 	Upon completion 50% of deliverables	Upon completion 50% of deliverables
Task 5: Implementation of Equity Statement and Equity Policy	<ul style="list-style-type: none"> Implementation of Equity Statement and Equity Policy Technical Memo Employee Training Technical Memo DEI Webpage (Optional) 	Upon completion 50% of deliverables	Upon completion 50% of deliverables
Task 6: Implementation or Development of Other Recommended Actions (Optional)	TBD	Hourly costs	Hourly costs

1.5. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

COST/PRICING FORMFirm Name: Keen Independent Research

TASK #	ESTIMATED OF HOURS*	FULLY BURDENED HOURLY RATE	FIXED FEE AMOUNT
Task 1: Project Management	360		\$73,900
Task 2: Equity Assessment	250		\$61,550
Task 3: Outreach to Community-Based Organizations and Transit Advocacy Organizations	240		\$30,300
Task 4: Equity Statement and Equity Policy Development	850		\$147,750
Task 5: Implementation of Equity Statement and Equity Policy	340		\$83,575
Task 6: Implementation or Development of Other Recommended Actions (Optional) – Option Year 1	750	\$243.24*	\$182,430.00*
Task 6: Implementation or Development of Other Recommended Actions (Optional) – Option Year 2	600	\$235.90*	\$141,540.00*
Task 6: Implementation or Development of Other Recommended Actions (Optional) – Option Year 3	450	\$240.51*	\$108,229.50*
TOTAL CONTRACT AMOUNT			\$829,274.50

*These are estimated hours only

Proposer shall submit pricing for all the work described in the Scope of Work section. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each task. As part of supporting document, Proposer shall provide details of cost breakdown for each task.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer.

All proposers must complete proposal forms as provided, failure to do so will deem the proposal non-responsive. Proposer accepts responsibility for accuracy and presentation of the numbers included in the cost/price form.

Submit the proposal following instructions as specified in Submission Requirements section.

*The fully burdened hourly rate for this assignment is inclusive of all Keen Independent staff rates. The original fixed fee amount for each year of Task 6 was based on the variation in Keen Independent staff rates. Keen Independent adjusted the hourly rates in this revised cost form to reflect the final fixed fee amount for each year of Task 6. 60
The final total contract amount for Task 6 is \$432,199.50.



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 20

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

September 12, 2024

SUBJECT:

E Street Chula Vista Murals – Contract Award

RECOMMENDATION:

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

- 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL386.0-24 (in substantially the same format as Attachment A), with Michelle Guerrero, DBA Mr. B Baby, a Small Business (SB), for artistic services, inclusive of conceptualization, design and installation and an as-needed five-year maintenance plan for Mural 1 located on the retaining wall North of the E. Street Transit Center in Chula Vista in the amount of \$207,575.25; and
- 2) Authorize the CEO to execute MTS Doc. No. PWL416.0-24 (in substantially the same format as Attachment B), with Farallon Design Inc., DBA Rainforest Art Project, for artistic services inclusive of conceptualization, design and installation and an as-needed five-year maintenance plan for Mural 2 located on the retaining wall of the Eastbound, Bayfront, E Street Transit Center platform in Chula Vista in the amount of \$407,910.00.

Budget Impact

The total contract cost of services is estimated to be \$615,485.25. The projects will be funded by the following Capital Improvement Project (CIP) and Operating Budget accounts:

Service Description	Budget Description	Amount
Artistic Services (E Street Retaining Wall Mural 1)	CIP - 2009123801	\$187,575.25
Five-Year Maintenance Plan	Operating Budget account 380016-571142 - San Diego Trolley, Inc. (SDTI)	\$20,000.00
Subtotal		\$207,575.25



Service Description	Budget Description	Amount
Artistic Services (E Street Retaining Wall Mural 2)	CIP - 2009123801	\$402,010.00
Five-Year Maintenance Plan	Operating Budget account 380016-571142 - SDTI	\$5,900.00
Subtotal		\$407,910.00
Total		\$615,485.25

DISCUSSION:

The California Department of Transportation (Caltrans) developed the Clean California (Clean CA) District Transit Partnership Program for the successful delivery of transit projects through collaboration between the Clean CA Program, Caltrans districts, and local/transit agencies. This initiative is centered around the critical role of Caltrans districts in delivering this initiative and underscores the importance of district partnerships with local transit agencies in their respective jurisdictions. The program aims to enhance public transit infrastructure, focusing on active transportation, micro-mobility, and transit station enhancements with art, landscaping, or similar improvements to bus stops and stations. By prioritizing districts and transit agencies facing challenges in waste management, graffiti, and aesthetic appeal, it addresses critical needs while aligning with the California State Transportation Agency objectives on climate action. On October 9, 2023, MTS was notified by Caltrans that MTS's Clean California Local Grant Program (District Transit Partnership Program) application for the South Bay Transit Beautification Project received funding for the total project cost.

The South Bay Transit Beautification Project will further MTS's ongoing endeavors of the Social Equity Listening Tour. The grant will fund two (2) murals. Mural 1 will be located on the retaining wall North of E Street, and Mural 2 will be at the Bayfront, E Street Transit Center, in the City of Chula Vista. The dimensions for Mural 1 are ~500 ft. X 15 ft. For Mural 2, the dimensions are ~325 ft. X 5 ft. The murals will convey unity, diversity, community strength themes, as well as Chula Vista's flora and fauna. Furthermore, they will celebrate the cultural heritage of the community, while also looking towards a vibrant and inclusive future. The murals will utilize bold colors, intricate details, and meaningful symbolism. As discussed below, renderings of the murals proposed for approval today are shown in Attachments C and D.

This Project emphasizes MTS's commitment to continue the initiatives to maintain clean, accessible, and inviting spaces and to promote active transportation through appealing aesthetics. Both murals are expected to be completed in December 2024.

On April 29, 2024, MTS issued a Request for Proposals for the E Street Chula Vista Murals Project. The RFP allowed offerors to propose on one or both mural sites. On June 7, 2024, MTS received a total five (5) responsive proposals from the following firms:

Firm	Certification	Mural Site
Rainforest Art Project	N/A	2
Flavorbyte	N/A	2
I Live to Create	N/A	1
Mr. B Baby	SB	1 and 2

On July 8, 2024, an evaluation panel consisting of MTS staff from SDTI Facilities, Finance, and Marketing departments, as well as a non-voting, technical advisor, Taylor Ward, Chair, Chula Vista Arts Commission reviewed the proposals based on the following criteria:

Criteria	%
Qualifications of the Firm or Individual	20%
Design	30%
Work Plan	25%
Cost and Price	25%

During the initial evaluation, the selection committee scored and ranked the firms as follows:

Mural 1

Rank	Firm Name	Technical (Max 75%)	Cost (Max 25%)	Proposed Cost	Total Score
1.	Mr. B Baby	52.67	25.00	\$207,575.25	77.67
2.	I Live to Create	53.00	17.14	\$298,368.00	70.14

As a result of the initial evaluation, the panel deemed Mr. B Baby to be within the competitive range, and eliminated I Live to Create from further consideration.

Mural 2

Rank	Firm Name	Technical (Max 75%)	Cost (Max 25%)	Proposed Cost	Total Score
1.	Flavorbyte	44.67	25.00	\$35,000.00	69.67
2.	Rainforest Art Project	62.83	1.83	\$478,500.00	64.66
3.	Mr. B Baby	50.67	7.07	\$123,831.04	57.74

As a result of the initial evaluation, the panel deemed Flavorbyte and Rainforest Art Project to be within the competitive range and eliminated Mr. B Baby from further consideration.

Following the initial evaluation for Mural 1, the selection committee requested an interview with Mr. B Baby to clarify various aspects of their proposal.

Likewise, following the initial evaluation for Mural 2, the selection committee requested clarifications/revised proposals from both Flavorbyte and Rainforest Art Project.

After the interview with Mr. B Baby and receipt of the revised proposals from Flavorbyte and Rainforest Art Project, on July 19, 2024, the panel reconvened, and using the aforementioned evaluation criteria, re-evaluated the proposals. The selection committee scored and ranked the firms for Murals 1 and 2 as follows:

Mural 1

Rank	Firm Name	Technical (Max 75%)	Cost (Max 25%)	Proposed Cost	Total Score
1.	Mr. B Baby	62.00	25.00	\$207,575.25	87.00

After the second evaluation, the selection committee commenced negotiations with Mr. B Baby.

The negotiations resulted in no price change from Mr. B Baby's original offer of \$207,575.25. A rendering of the recommended Mural by Mr. B. Baby is shown in Attachment C.

Mural 2

Rank	Firm Name	Technical (Max 75%)	Cost (Max 25%)	Proposed Cost	Total Score
1.	Rainforest Art Project	67.00	1.83	\$478,500.00	68.83
2.	Flavorbyte	29.67	25.00	\$35,000.00	54.67

After the second evaluation, the selection committee determined that only Rainforest Art Project remained in the competitive range and commenced negotiations with the firm.

As a result of negotiations, Rainforest Art Project reduced their proposed pricing by \$70,590.00, or ~15% from the original offer of \$478,500.00 to a revised offer of \$407,910.00.

After considering the technical and price factors, the selection committee deemed that Mr. B Baby provided the best value for Mural 1, and Rainforest Art Project provided the best value for Mural 2 to MTS. A rendering of the Recommended Mural 2 by Rainforest Art Project is shown in Attachment D.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Authorize the CEO to execute MTS Doc. No. PWL386.0-24 (in substantially the same format as Attachment A), with Michelle Guerrero, DBA Mr. B Baby, a SB, for artistic services, inclusive of conceptualization, design and installation and an as-needed five-year maintenance plan for Mural 1 located on the retaining wall North of the E. Street Transit Center in Chula Vista in the amount of \$207,575.25; and
- 2) Authorize the CEO to execute MTS Doc. No. PWL416.0-24 (in substantially the same format as Attachment B), with Farallon Design Inc., DBA Rainforest Art Project, for artistic services inclusive of conceptualization, design and installation and an as-needed five-year maintenance plan for Mural 2 located on the retaining wall of the Eastbound, Bayfront, E Street Transit Center platform in Chula Vista in the amount of \$407,910.00.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc No. PWL386.0-24
B. Draft Agreement MTS Doc No. PWL416.0-24
C. Sample of Mural 1 (Mr. B Baby)
D. Sample of Mural 2 (Rainforest Art Project)



Metropolitan Transit System

STANDARD AGREEMENT FOR MTS DOC. NO. PWL386.0-24

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: <u>Michelle Guerrero, DBA Mr. B Baby</u>	Address: <u>1882 Port Albans</u>
	<u>Chula Vista, CA 91913</u>
	City State Zip
Form of Business: <u>S Corp</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>mrbbabyart@gmail.com</u>
Telephone: <u>619.993.1998</u>	
Authorized person to sign contracts <u>Michelle Guerrero</u>	Owner
Name	Title

The Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification/Artist Proposal (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) Forms (Exhibit E), and Clean California Third Party Contract Requirements (Exhibit F)

The contract term shall be based upon the negotiated timeline for the creation and painting the mural included in the Proposal, but no longer than 2 months from the Notice of Proceed, and a five (5) year maintenance period. The maintenance period shall be effective from 5 years from the date the Artwork installation is completed.



Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$207,575.25 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MR. B BABY
By: <div>Sharon Cooney, Chief Executive Officer</div>	By
Approved as to form:	
By: <div>Karen Landers, General Counsel</div>	Title:

DRAFT

EXHIBIT A
SCOPE OF WORK/TECHNICAL SPECIFICATION/ARTIST PROPOSAL

DRAFT

5.1. SCOPE/BACKGROUND

The Artist shall conceptualize, design, and install, along with provide availability to maintain, one mural at the site below:

- 1) the retaining wall North of E Street, Chula Vista and (Mural 1).

Mural 1 at Retaining wall North of E Street, Chula Vista

The mural dimensions on the retaining wall North of E Street are approximately 500 ft X 14 ft. The mural should cover most, if not all, of the retaining wall.



5.2. ARTISTIC VISION

Together, the mural should convey themes of unity, diversity, and community strength. It should celebrate the cultural heritage of the community in which these retaining walls are sited, while also looking towards a vibrant and inclusive future. Using bold colors, intricate details, and meaningful symbolism is encouraged.

The Artwork must be durable, taking into consideration that the Site is a public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.

The Artist shall work closely with our project team to ensure the mural aligns with the overall theme and vision of the community.

Artist shall provide MTS with a complete schedule for the installation and maintenance of the Artwork.

5.3. WORK PLAN

5.3.1 Final Design of Mural

The successful Artist shall provide MTS detailed digital images documenting the final design of the Artwork and a Work Plan documenting the fabrication and installation processes of the completed artwork, along with product data sheets for any material or finish used.

5.3.2 Installation of Mural

The successful Artist will be responsible for prepping and preparing the retaining wall surface, painting the mural, and cleaning and removing materials once complete. MTS will power wash and scrape any loose paint prior to mural work.

As further described in this Contract, Prevailing Wage applies and Artist and any subcontractors must be registered with DIR.

Materials for the mural, such as paint, UV protection, anti-graffiti, protective finish coats etc.) should maintain the mural's integrity over at least 1-year period with minimal maintenance costs. The area may experience fog, sea salt air, heat, and wind.

MTS will provide reasonable access and clear pathways on its property to the mural sites in order to install the work. Vegetation or fences may obstruct the view of the mural from certain vantage points and MTS is not responsible for ensuring full visibility of the mural.

5.3.3 Schedule for Completion of Work

Proposer will propose a schedule as part of its Proposal. Notwithstanding, all installation work must be complete within two (2) months of the Notice to Proceed for the Contract. Artist shall follow the installation schedule provided in their proposal. Any changes to said schedule must be approved by MTS.

5.3.4 Payment Schedule

Proposer will propose a Payment Schedule based on completion of milestones as part of its Proposal. The successful Artist shall be paid in accordance with the agreed upon Payment Schedule. Each Milestone Payment shall be due and payable only to the extent it is supported by the completion of the corresponding individual milestones. The proposed Payment Schedule shall not include: MTS making advance payments; or MTS paying separately for mobilization prior to installation of Artwork has begun. Milestone payments shall be inclusive of all costs, such as mobilization, materials, insurance, transportation etc.

5.3.5 Maintenance Plan

MTS anticipates possible wear and tear and/or graffiti which may require maintenance once the mural has been completed. Successful Artist will provide MTS a Maintenance Manual upon mural completion that will provide MTS staff instructions on how it should be maintained to keep the mural's integrity.

Successful Artist shall also be available for five (5) years after completion of mural to conduct maintenance services on mural, upon request. During this 5-year period, MTS would ask the successful Artist for a quote for the proposed amount of hours for any requested repairs would need. After the 5-year period, there is no guarantee that MTS will request the successful Artist to complete maintenance repairs on the mural.

5.3.6 General Requirements

- A. Artist shall purchase all labor, supplies, materials and equipment required, and fabricate, deliver and install to the satisfaction of MTS the Artwork in accordance with the Proposal (Exhibit A). ARTIST may not make any material change to the Artwork Conceptual Design Proposal without MTS's prior written approval.
- B. Artist shall fabricate and install the Artwork in conformance with all applicable federal, state and local laws, including without limitation, the California Building Standards Code as amended by the City of San Diego.
- C. With advance notice from MTS, Artist shall attend at least one public presentation regarding the Artwork after completion.

5.4. 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.

5.4.1 CONSTRUCTION MATERIALS

- A. Per Infrastructure Investment and Jobs Act (IIJA) Sec. 70912 (2)(C), all construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- B. "Construction materials" **includes** an article, material, or supply that is or consists primarily of:
 - i. non-ferrous metals;

- ii. plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - iii. glass (including optic glass);
 - iv. lumber; or
 - v. drywall.
- Exception: "Construction Materials" **does not include** an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

C. According to the Office of Management and Budget (OMB) Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure M-22-11, April 18, 2022, a Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computers.

5.4.2 [NOT APPLICABLE] MANUFACTURED PRODUCT

5.4.3 [NOT APPLICABLE] ROLLING STOCK

5.4.4 [NOT APPLICABLE] IRON OR STEEL

5.5. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

5.6. 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 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.

ARTIST PROPOSAL

DRAFT



MRBBABY

Michelle Guérfen Art 20, 09/12/24

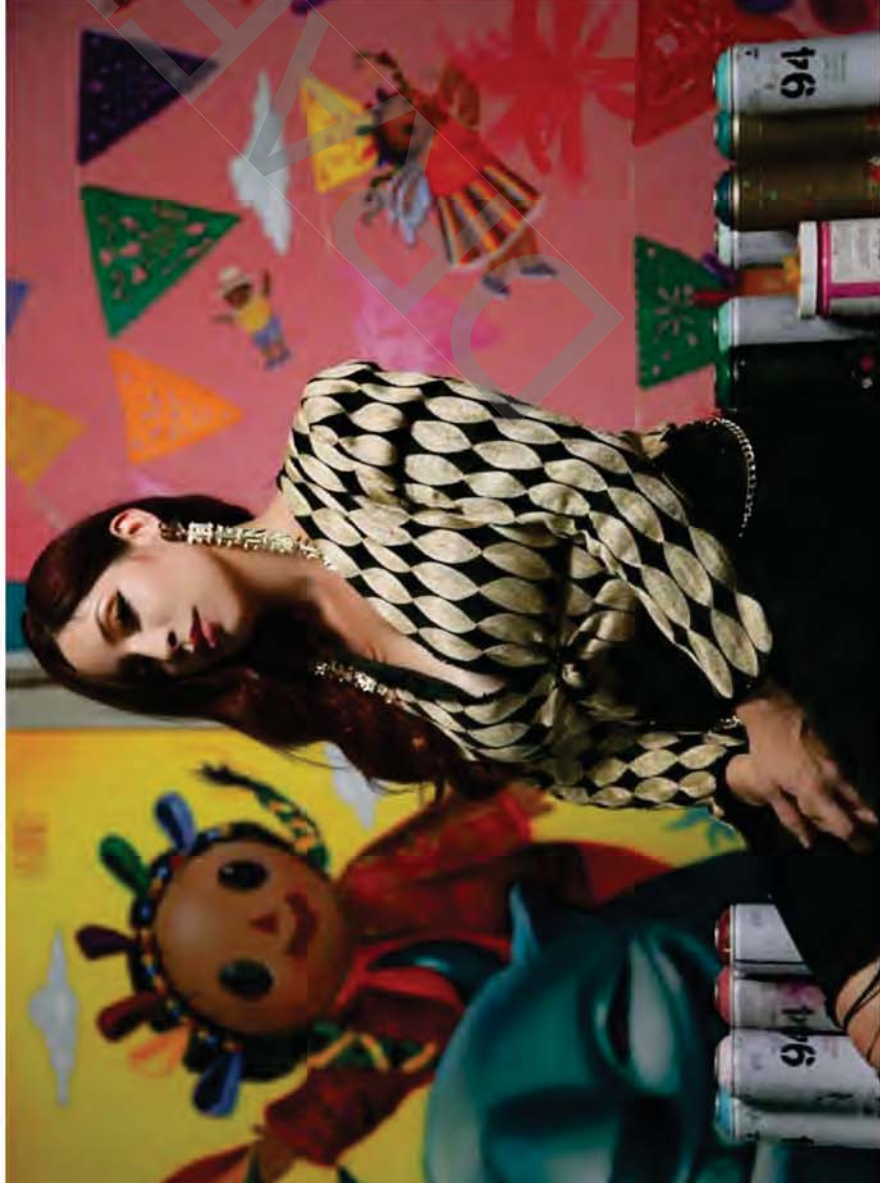
aka Mr B Baby's work is a fusion of Mexican folk art and children's books.

Her artwork is a whimsical twist on universal themes, giving them a playful, colorful touch.

She was raised in a predominantly Spanish-speaking home in Chula Vista with a single mother and her older sister. Her hardworking Puerto Rican mother taught her that the sky was the limit, and she hopes to portray the same message through her art.

Mr B Baby's art is heavily influenced by her culture and her experiences in life. As someone who battled with depression and anxiety starting from a young age, she advocates for positive mental health and hopes to inspire other people to believe they can overcome adversities and pursue art. Her artwork has an alchemy, transforming emotions like sadness or anxiety into scenes of empowerment.

Mr B Baby's goal is to create art for everyone and in the process connect with people and spread happiness through her creations. She creates a wide range of characters who all tell their own unique story.



MR.BBABY ART
05-28-2024

Steve Augusty
Senior Procurement Specialist
San Diego Metropolitan Transit System (MTS)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel: 619.557.4576
Fax: 619.744.5988
Subject: Transmittal of Proposal for E street Chula Vista Murals

Dear Mr. Augusty,

I'm thrilled to present our proposal for the Chula Vista E Street Transit Center mural project. Enclosed, you'll discover a comprehensive overview detailing our vision, scope of work, and terms of engagement. Our approach emphasizes collaboration and integration between MR B BABY ART and Local San Diego Painting our carefully selected subcontractors, ensuring a seamless and successful project delivery. We understand the importance of partnership in bringing this vision to life. Each subcontractor has been handpicked for their expertise and commitment to delivering exceptional results. With clear communication, we'll ensure every aspect of the project aligns with your expectations and adheres to specified requirements.

We affirm that our proposal shall remain valid for a period of not less than one hundred and twenty (120) days from the date of submission. This commitment underscores our confidence in our proposed plan and our dedication to partnering with Local San Diego Painting on this project.

We're passionate about enhancing the Chula Vista community through art. We envision a piece that celebrates the rich tapestry of cultures, stories, and contributions that make Chula Vista unique. We're excited about the opportunity to work together on this project, believing that our collaborative efforts will not only meet but exceed your expectations. Thank you for considering our proposal. We look forward to the possibility of bringing Chula Vista's vibrant spirit to life through art.

Warm regards,

Michelle Guerrero
Owner
MR.BBABY ART
1882 Port Albans
Chula Vista,CA,91913
Mrbbabyart@gmail.com
619-993-1998

michelle guerrero

Technical Proposal for E Street Mural Project

Qualifications, Experience, and References

A. Mr B Baby is a professional muralist service established in 2017. Now operating as an S corporation specializing in creating large-scale public murals that reflect and celebrate community identities. We do our work out in the field so we do not have a permanent location or office. The company has one fulltime employee, Michelle Guerrero, or Mr B Baby the muralist. However, we have collaborated and have experience working with highly skilled contractors for a wide range of top clients listed below.

Experience in Mural Work:

With over 7 years of experience in mural creation, Mr B Baby has successfully completed numerous projects of similar scope and complexity. Our portfolio includes vibrant public art pieces that emphasize cultural heritage, community involvement, and aesthetic appeal for private clients, cities, as well as current contract involving the Los Angeles Metro.

Mr B Baby is well-equipped and experienced to undertake the E Street mural project. Our proven track record, commitment to community engagement, and use of skilled subcontractors ensure that the mural will be a source of pride and inspiration for Chula Vista. We look forward to the opportunity to collaborate with you and create a vibrant, meaningful addition to the community. Thank you for considering our proposal.

Sincerely, Michelle Guerrero|Mr B Baby | 619 993 1998 mrbbabyart@gmail.com

Alt. A, Alt 20, 09/12/24

El Pollo Loco

STEVE

OPEN

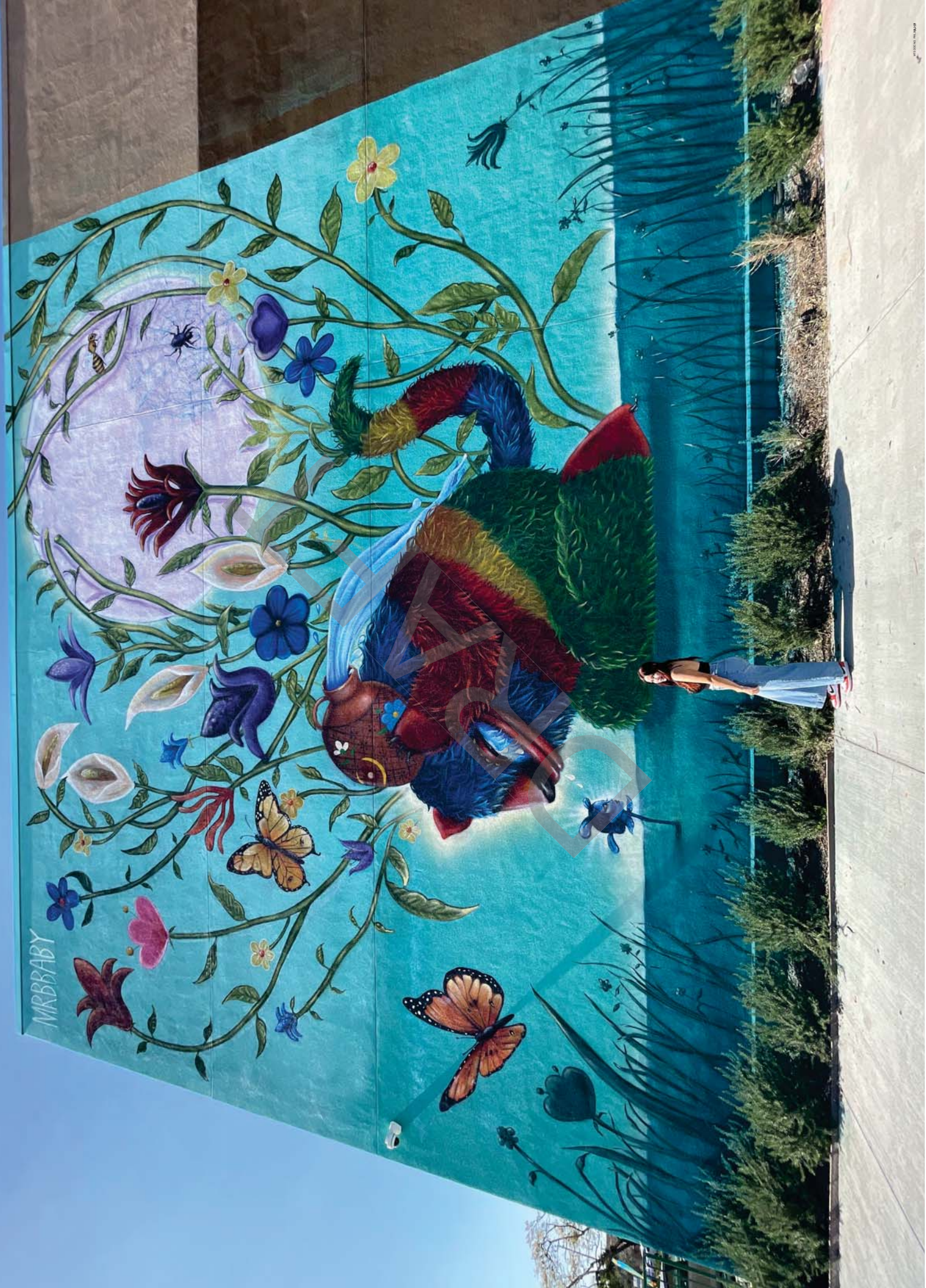
DO YOU HAVE THE FUTURE?
NOW HIRING



Att. A, AI 20, 09/12/24







MRBBABY







VAMOS
RAMS

MURRAY
MRBBDY

RAMS

California
LA

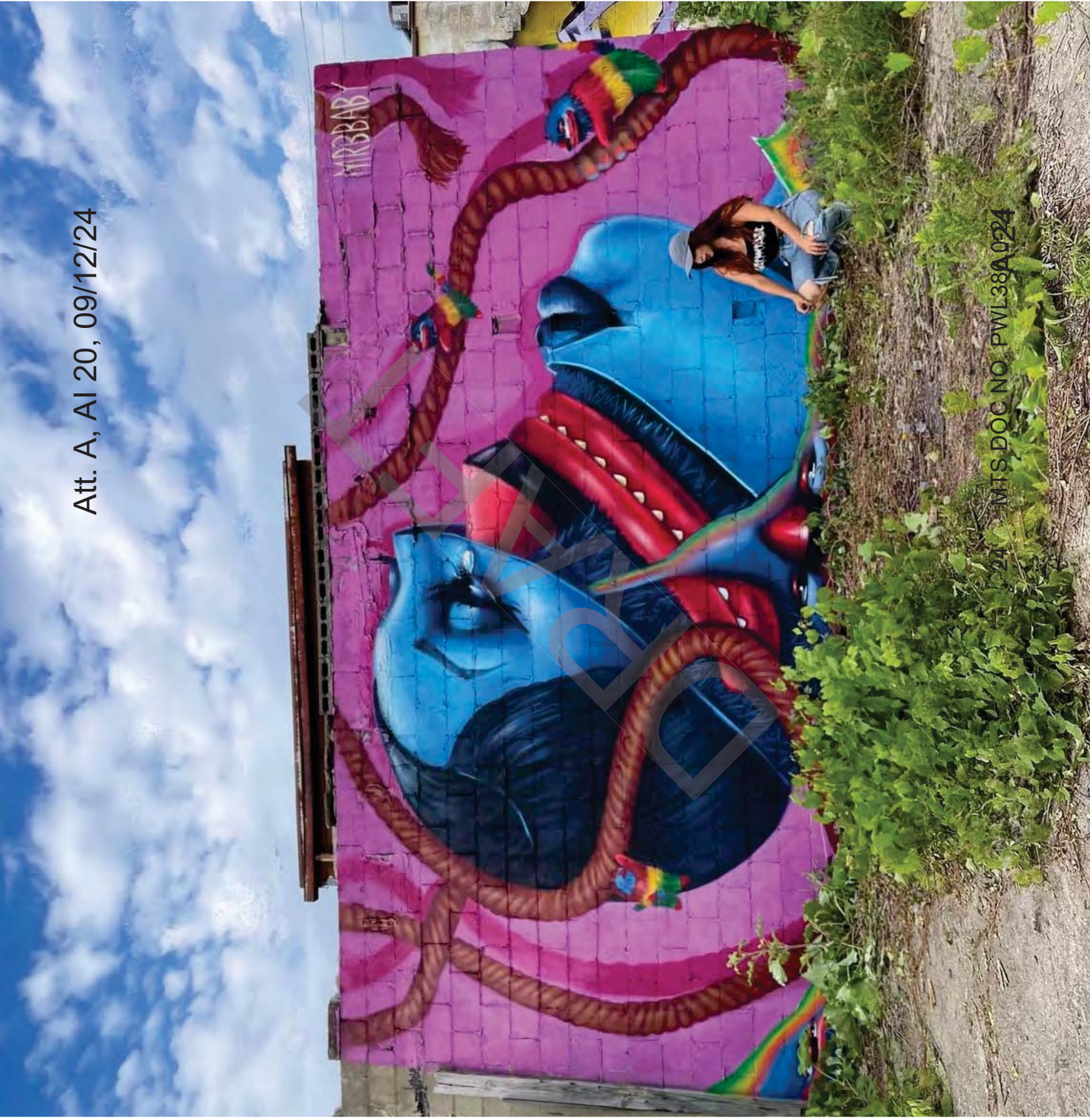








Att. A, AI 20, 09/12/24



24 - MTS.DOC NO PWL38A024





**BRAND COLLABORATIONS AND
CLIENTS FROM ALL INDUSTRIES**



Image list

**Following works are completed solely by lead Artist
Michelle Guerrero**

01

“ Si se Puede”

Benjamin Moore, and 94 Montana paint

Approx 15ft X40 ft

September 2022 – 6 days

\$20,000 for El Pollo Loco

2

“ Otomi”

Benjamin Moore, and 94 Montana paint

Approx 40 ft X 15 ft

Dec 2022- 2 weeks

\$30,000 for Public Storage

3

“Las culturas”

Benjamin Moore, and 94 Montana paint

Approx 20X50 ft

Nov 2019- 6 days

\$15,000 for the City of Chula Vista

4

“Las Danzas”

Benjamin Moore, and 94 Montana paint

Approx 13ft X25ft

July 2022- 3 days

\$10,000 for the City of Chula Vista

5

“Water yourself”

Benjamin Moore, and 94 Montana paint

Approx 50 ft X45ft

August 2022- 1 week completion

\$45,000 for Public Storage

6

“Maria y Mario”

Benjamin Moore, and 94 Montana paint

Approx 40ft X40ft

September 2022- 4 day completion

\$20,000 for Converse Shoes at Plaza de La Raza

7

“SOMOS BOYLE HEIGHTS”

Benjamin Moore, and 94 Montana paint

Approx 20X46ft

April 2024- 5 day completion

\$30,000 for the City of Boyle Heights

8

“Vamos Rams”

Benjamin Moore, and 94 Montana paint

Approx 25X45 ft

Septmeber 2023- 4 day completion

\$25,000 for the Rams

9

“A Perfect day”

Benjamin Moore, and 94 Montana paint

Approx 25X70 ft
March 2024- 6 day completion
\$55,000 for Kemper Insurance

10
“ Amor Moderno”
Benjamin Moore, and 94 Montana paint
Approx 20X15 ft
2021- 2 day completion
\$7,000 for Salud

11
“The Butcher Block”
Benjamin Moore, and 94 Montana paint
Approx 25X67 ft
August 2023- 6 day completion
\$30,000 for the Butcher Block

12
“Self”
Benjamin Moore, and 94 Montana paint
Approx 11X16 ft
2021- 2 day completion
Flint Michigan festival
\$5,000

13
“Balanced dance”
Benjamin Moore, and 94 Montana paint
Approx 15X45ft
2024
3 day completion
Thinkspace Gallery
\$10,000

14
“The Escape”
Benjamin Moore, and 94 Montana paint
Approx 17X16 ft
2023
3 day completion
Commissioned by the City of Chula Vista
\$10,000

DRAFT

Chula Vista E Street Murals Artistic Vision

As a first-generation Mexican-American born and raised in Chula Vista, the rich culture and history of this vibrant city are deeply ingrained in my identity. Chula Vista's spirit thrives within me, and as a mother and Latina, being chosen for this project would be profoundly significant.

It would be an honor to create a mural that celebrates our community's diverse heritage and promising future. Chula Vista was first inhabited by the Kumeyaay people for thousands of years. To tell the authentic story of Chula Vista, it is crucial to honor the Kumeyaay community and their connection to this land.

My mural is a timeline that captures the transformation of Chula Vista. It begins with the Kumeyaay. I included Kumeyaay woven baskets that are symbols of the Kumeyaay community. I have reached out to the Kumeyaay nation to give me insights on how to represent their community in the most authentic way if awarded the commission.

After the Kumeyaay was here for thousands of years, soon arrived Spanish explorers in the 18th century, when Chula Vista became part of the Spanish Empire.

After Mexico gained independence, Chula Vista became part of Mexico. I included a Quetzacoatl or feathered serpent which ties into the themes of cultural heritage, unity and transformation. It is a symbol of life and renewal, representing a bridge between past and present. Much like the city which has evolved from its indigenous roots through Spanish, Mexican and American influences. It serves as an educational tool.

It was a primarily an agricultural city.

In the 20th century, Chula Vista saw significant growth, particularly in the lemon industry, earning it the title "Lemon Capital of the World."

My mural design depicts the agricultural and lemon boom alongside imagery representing Mexico, celebrating our deep-rooted connections.

My design includes imagery that represents the diverse community and the stories that have shaped Chula Vista into the dynamic city it is today.

Through this mural, I aim to honor the cultural significance of Chula Vista, highlighting the importance of representation and the strength that comes from our diverse backgrounds.

I included a Filipino festival mask known as the "MassKara" to acknowledge and celebrate the significant Filipino community in Chula Vista. Filipinos have greatly contributed to the cultural, social, and economic fabric of the city. Including a Filipino Mask celebrates the importance of representation and inclusion.

My design then transforms into dances popular in the Latino culture highlighting the evolution of our community and the traditions that still stand strong to the present day, transforming the past to the present.

Then finally ending with the logo of Chula Vista reimaged as a node to the biodiversity of our community.

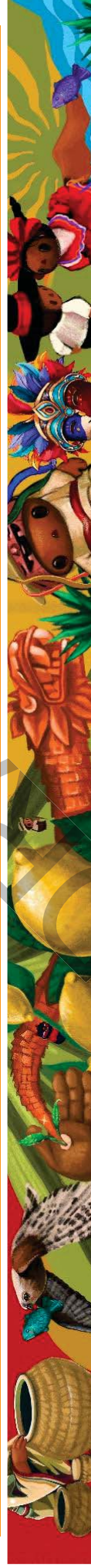
Choosing a local Chula Vista artist for this project is vital. As someone who has lived and breathed the essence of this city, I bring an authentic perspective that an outsider might miss. My personal connection to Chula Vista ensures that the mural resonates deeply with the community. This project isn't just about beautifying a space; it's about telling our story past, present, and future through the eyes of someone who calls Chula Vista home. It's an opportunity to celebrate our shared heritage and inspire pride among residents, reminding us all of the vibrant and inclusive future we are building together.

The impact of seeing a local artist from Chula Vista following their dreams and sharing their art with the community is profound. My hopes is that mural will serve as an inspiration to the youth and community members who use the train to commute daily, encouraging them to pursue their dreams and strive for their goals. By showcasing the talents of a local artist, we can foster a sense of possibility and motivation, demonstrating that with dedication and passion, we can all contribute to the cultural and artistic tapestry of Chula Vista's future.

In the second mural I am proposing, I have chosen to incorporate native plants from Chula Vista. These plants represent the natural beauty and biodiversity of our region. By including plants that are indigenous to our area, the mural will celebrate the unique environment that has supported life here for thousands of years, from the Kumeyaay people to the present-day residents. The inclusion of native plant life not only honors our local ecosystem but also serves as a reminder of the importance of preserving our natural heritage amidst urban development. Alongside these native plants, I have included characters inspired by Lei Lei dolls, commonly found in Mexico. These dolls, with their bright and colorful appearances, are a beloved symbol of Mexican culture. By integrating these characters into the mural, I am paying homage to the Mexican roots that are a vital part of Chula Vista's culture. This nod to our heritage will resonate with many in our community, celebrating the Mexican-American identity that enriches our city. The design of this mural is characterized by uplifting, bright, and vibrant colors. These colors are intended to evoke feelings of joy, unity, and hope. The colorful palette will not only attract the eye but also create a sense of warmth and inclusivity, inviting everyone who passes by to feel connected to the story it tells. The uplifting colors and composition will transform the space, making it a vibrant focal point that reflects the energy and diversity of Chula Vista. It will serve as a beacon of pride for residents and an inspiration for future generations, illustrating how our shared heritage and vibrant community spirit make Chula Vista a unique and dynamic place to live.

Att. A, Al 20, 09/12/24

Street Chula Vista Mural



How does your firm intends to collaborate with MTS to ensure the mural aligns with the overall theme and vision of the community?

- Local:** As a resident born and raised in Chula Vista, I have a true understanding of what Chula Vista stands for, represents, and the joy it is to be a member of this community.
- **Community Engagement:** Engaging with Kumeyaay Nation and local Filipino community to ensure accurate representation and honor contributions
- Cultural Symbolism:** Incorporating symbols like Kumeyaay woven basket, traditional Mexican dance, and Filipino MassKara mask to honor diversity
- Historical Narrative:** Creating a timeline mural that spans from indigenous Kumeyaay era through Spanish, Mexican, and American influences.
- **Artistic Expression:** Vibrant colors inspired by Chicano culture reflects communities energy, promoting pride and unity.
- Educational Tool:** Designing the mural as an educational tool to inform residents and visitors about Chula Vista's cultural evolution and contributions of diverse communities.

Types of Materials/ products used to complete proposed artwork:

- Primer
- White basecoat
- Benjamin Moore for color blocking
- Nova color for shading applied with large brushes and wagner hand held sprayer (Nova provides UV protection)
- Finish with Modern Masters clear coat- adds life expectancy of 8 + years
- Final coat Anti Graffiti coating

NOVA[®]

ARTISTS ACRYLIC PAINT

Why Nova Color is Ideal for Outdoor Murals –

- Durability and Longevity: -Made with 100% acrylic resin for enhanced durability, ensuring long-lasting protection against fading, cracking, and peeling
- High-quality resin content provides a strong, durable paint film that maintains integrity over time
- Environmental Resistance: Designed to withstand various weather conditions, protecting murals from sunlight and moisture damage
- High Resin Content: - Contains a higher percentage of resin compared to cheaper alternatives, ensuring a strong, durable paint
- High resin content contributes to the paint's ability to withstand harsh outdoor environments
- UV resistant



Why Modern Masters is the Best Clear Coat for Outdoor Murals

- Outstanding Durability: Made with self-crosslinking acrylic/aliphatic polyurethane, Modern Masters MasterClear Supreme provides exceptional protection against abrasion, scuffing, and chipping. - It offers excellent resistance to water, alcohol, household chemicals, and outdoor elements like oxidation, salt air, chlorine, acid rain, and bird droppings
- Superior UV Protection: Contains UV blockers and absorbers, significantly reducing the sun's graying and fading effects on stained wood and painted surfaces, ensuring the longevity of outdoor murals [
- Crystal Clear Finish: Dries to a crystal clear finish with outstanding gloss retention and clarity, preserving the appearance of the underlying paint without yellowing over time
- Ease of Application: It features low VOC levels, exceeding national and regional VOC regulations making it environmentally friendly.
- Increases longevity of mural for up to 8 years



Why Benjamin Moore is Ideal for Murals –

Vibrant and Fade-Resistant Colors:

- Gennex Color Technology ensures vibrant colors that resist fading over time.
- Consistent and reliable color palette for detailed and large-scale mural projects

-Superior Coverage and Application: Smooth, uniform finish essential for intricate designs. – Easy to apply, which is critical for muralists working on varied surfaces

Longevity Factors of Benjamin Moore Paints

- Durability: Resists harsh weather, mildew, and environmental wear. - Ideal for outdoor murals exposed to different elements “
- Eco-Friendly and Safe: Low-VOC options like Ultra Spec 500 ensure safety and environmental responsibility.
- Maintains the mural's integrity and beauty over years without compromising on quality.

Best Anti-Graffiti Coating on the Market: VandlGuard®

- Non-Sacrificial Coating: VandlGuard is a non-sacrificial coating, meaning it does not need to be reapplied after graffiti removal, providing long-term protection and cost savings
- Clear Finish: The coating dries clear, maintaining the original appearance of the surface while protecting it from graffiti
- Effective Graffiti Removal: Allows for easy removal of spray paint and other graffiti without damaging the underlying surface
- Durability: Provides robust protection against staining and damage, enhancing the longevity of the surfaces it is applied to



Color Choices

The design of this mural is characterized by uplifting, bright, and vibrant colors to evoke Chicano essence which pulsate with energy. These colors are intended to evoke feelings of joy, unity, and hope. They are more than just hues, but are meant to embody the spirit of resilience. Each vibrant shade tells a story of heritage and pride drawing on the rich tapestry of Mexican and American influences that define Chula Vista. The colorful palette will not only attract the eye but also create a sense of warmth and inclusivity, inviting everyone who passes by to feel connected to the story it tells. Embracing these bold colors not only visually captivates but also pays homage to the expressive traditions that have shaped our identity and continue to inspire us. The uplifting colors and composition will transform the space, making it a vibrant focal point that reflects the energy and diversity of Chula Vista. It will serve as a beacon of pride for residents and an inspiration for future generations, illustrating how our shared heritage and vibrant community spirit make Chula Vista a unique and dynamic place to live.

Green

- Symbolizes growth, harmony and safety
- Associated with tranquility
- Prominent in Mexican Flag
- Reflects the city's commitment to sustainability

Yellow

- Associated with happiness, energy, positivity
- Represents sun light and warmth

LEVARO

Red

- Commonly seen in traditional attire in Mexico
- Represents Strength and passion of community

REDA

Orange

- Symbolizes enthusiasm, warmth
- Represents marigold flower significant to Mexico's Day of the dead celebration

Blue

- Symbolizes calmness, trust, stability
- Evokes feelings of serenity
- Represents sky and water
- Reflects city's coastal location

DRAFT

Symbolism in proposed artwork

Personal Background:

- First-generation Mexican-American from Chula Vista.
- Deep connection to the city's rich culture and history.
- Significance of being chosen as a Latina from Chula Vista.

Mural's Theme and Significance

Att. A, AI 20, 09/12/24

- Celebrates Chula Vista's diverse community, culture and promising future.
- Honors the Kumeyaay community, the city's original inhabitants.
- Mural as a timeline: Kumeyaay, Spanish Empire, Mexican heritage, American influences.

Timeline of Events and Significance to Chula Vista

Kumeyaay Community

- Kumeyaay Community: - Thousands of years as the original inhabitants.
- Significance: Honoring their deep-rooted connection to the land.



Spanish Explorers (18th Century)

- Chula Vista becomes part of the Spanish Empire.
- Significance: Introduction of new cultural influences and transformations.

REDACTED

Mexican Era

- Post-independence, Chula Vista becomes part of Mexico.
- Representation through Latino Cultural Dances, highlighting community's contribution
- Significance: Inclusion of Mexican heritage with symbols like Quetzalcoatl (feathered serpent) symbolizing cultural heritage and unity



American Influence

- Chula Vista evolves with American influences.
- Significance: Transition through various cultural impacts and growth.

Agricultural Boom

- Primarily an agricultural city in the early 20th century.
- Lemon industry growth, earning the title “Lemon Capital of the World” .
- Significance: Economic and cultural development tied to agriculture.

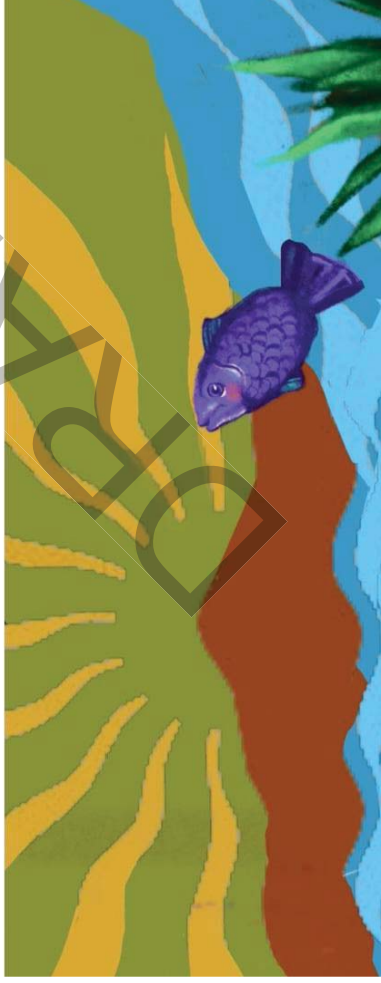


Cultural Representation

- Kumeyaay Symbols: Woven baskets symbolize their community.
- Mexican Heritage: Quetzacoatl symbol representing life, unity, and transformation.
- Agricultural History: Imagery of lemon boom and agricultural heritage.
- Filipino Community: “MassKara” mask celebrates their significant contributions.
- Latino Cultural Dances: Depicts evolution and ongoing traditions.

Future and Unity

- Ending with the reimagined logo of Chula Vista, symbolizing community biodiversity and unity.
- Emphasis on the mural as an educational tool and celebration of diversity.



Impact and Community Connection

- Importance of having a local artist perspective with a genuine connection to Chula Vista for authenticity and community resonance.
- Deep personal connection ensuring the mural reflects community values and stories.
- Aims to inspire youth and community members.
- Encouraging pursuit of dreams and contributing to Chula Vista's cultural future.

Conclusion

Celebrating shared heritage and inspiring pride in Chula Vista's inclusive future.

- Highlighting the transformative power of art in fostering community unity and cultural appreciation.

These bullet points aim to convey the emotional depth and significance of the mural project, emphasizing its role in celebrating diversity, honoring heritage, and inspiring future generations in Chula Vista.

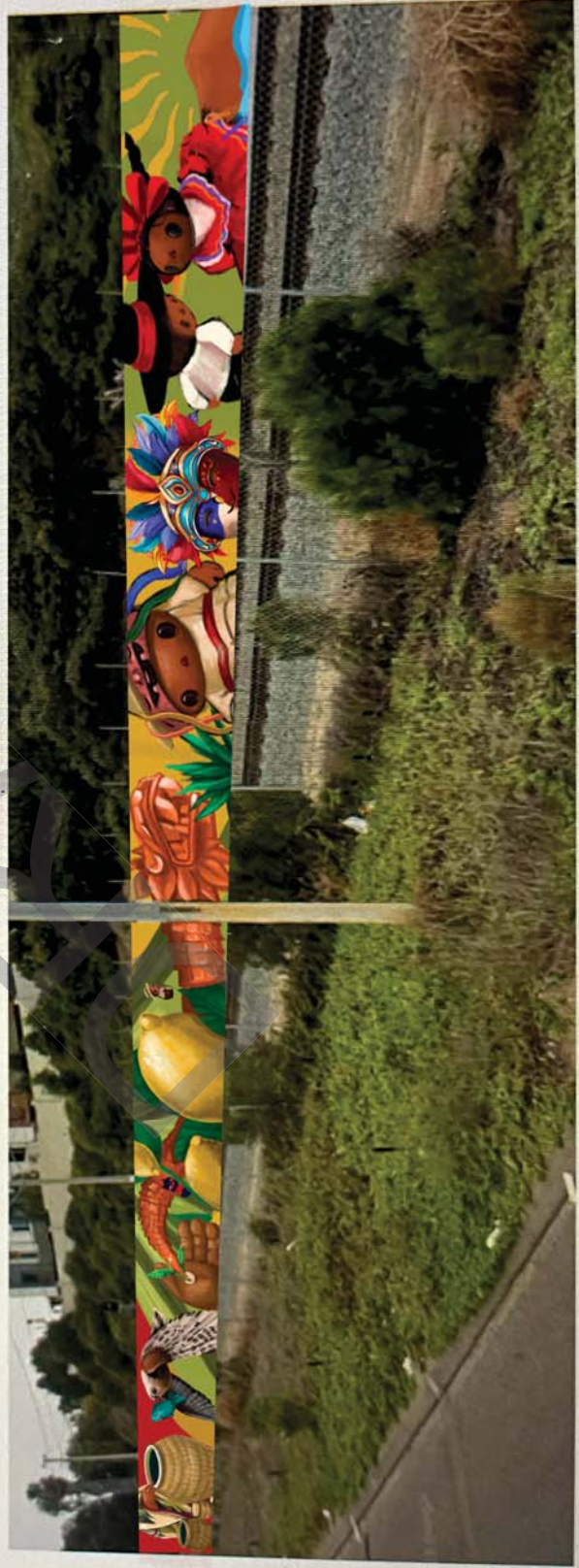




- 1) the retaining wall north of E Street, Chula Vista and
- 2) retaining wall along the East Bound Platform at E Street Transit Center.

Mural 1 at Retaining wall North of E Street, Chula Vista

The mural dimensions on the retaining wall North of E Street are approximately 500 ft X 14 ft. The mural should cover most, if not all, of the retaining wall.



Mural 1 Project Schedule

Week 1: Wall Preparation and Priming

Work Days 9am- 5pm

Day 1-2:

Assistants: Clean and prepare the wall surface.

Lead Artist: Oversee the process and make any necessary adjustments.

Day 3-5 :

Assistants: Apply the first coat of primer.

Day 6-7 :

Days off

Day 8-9

Assistants: Apply the second coat of primer.

Lead Artist: Oversee the process and make any necessary adjustments.

Base Color and Sketching

Day 9-10 :

Assistants: Apply the first coat of the solid base color.

Day 11-12:

Assistants: Apply the second coat of the solid base color.

Day 12: Projector Work (1:30 am - 4:30 am):

Lead artist sketch and transfer the concept onto the wall using a projector with one assistant.

Day 13

Painters: Begin filling in solid colors based on the sketch.

Lead Artist: Oversee the process and make any necessary adjustments.

Day 13: Projector Work (1:30 am - 4:30 am):

Lead artist sketch and transfer the concept onto the wall using a projector with one assistant.

Day 14-15- Day off

Blending and Rendering

Day 15- 20: Lead Artist: Use the paint sprayer to create large blends and start the detailed rendering process.

Painters: Assist in rendering details as needed and fill in any gaps.

Day 21-22 Day off

Day 23- 28 Resume with paint sprayer rendering

Day off 29-30

Final Touches and Clear Coating

Day 31-32

Lead Artist and Painters: Finalize details and ensure all areas are completed.

Day 32-33

Assistants: Apply the first coat of clear sealant.

Day 33-35 (Sunday): Assistants: Apply the second coat of clear sealant.

Summary - Week 1: Wall preparation and priming.

Week 2: Applying base color and sketching.

Week 3 & 4 Filling in solid colors. Blending and rendering.

Week 5: Final touches and clear coating. Ensure to have all materials ready before the project starts and conduct regular check-ins to maintain progress according to the schedule.

Schedule follows protocols- including lunch breaks as necessary and may require some overtime in week 3 & 4 from lead artist.

Materials List

Att. A, AI 20, 09/12/24

Benjamin Moore Base Coat	
Primer	
Base Coat	
Vand System anti graffiti coating	
Modern Masters (clear coat)	
Ladder (4)	
Graco Pro Paint Sprayer (X2)	
Wagner Paint Hand Sprayer Cordless X4	
Buckets (12)	
Tarps (50x70ft)	
Rusto Cans	
Water	
Nova Color	
Generator	
Gas	
Rollers	
Paint Brushes	
Roller Frames	
Tape	
Plastic	
Materials for workshop	

MTS E Street 5-Year Mural Maintenance Plan

Year 1:

Initial Inspection and Maintenance:

Conduct an initial inspection of the walls to identify any imperfections to thoroughly prepare surface for painting.

Apply anti-graffiti coating to the mural surface to facilitate easy cleaning by power washing.

Use Modern Masters paint with UV blockers and absorbers to extend the lifespan of the mural and protect against fading from sun exposure. Modern Masters can add an additional 8-10 year life span.

Graffiti Prevention Measures:

Implement proactive graffiti prevention strategies, such as community engagement and hiring a local artist to deter vandalism.

Painting mural with Benjamin Moore and Nova Color highest grade paint to ensure highest quality with minimal touch ups.

Year 2-5:

Regular Inspections- As a local artist we can conduct quarterly inspections of the mural to assess its condition and identify any signs of wear, fading, or vandalism.

Maintenance and Touch-Up- Perform maintenance and touch-up painting as needed to address any areas of damage or deterioration.

Graffiti Management- Stay vigilant against graffiti vandalism and promptly address any tagging or defacement. Offer on-call touch-up services within 1-4 weeks of any tagging incidents to ensure the mural remains clean and intact.

Community Engagement- Engage with the local community to promote pride and ownership of the mural, fostering a sense of responsibility for its upkeep and preservation.

Documentation- Maintain detailed records of maintenance activities, including dates of inspections, repairs, and touch-ups, to track the mural's condition over time. By following this maintenance plan, we aim to preserve the integrity and vibrancy of the mural for years to come, ensuring it remains a cherished cultural asset within the community.

EXHIBIT B
CONTRACTOR'S COST/PRICING FORM

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PWL386.0-24
E Street Chula Vista Murals RFP
Mural 1 - Retaining Wall North of E Street
**** Fill in the Green Cells ****

#	Description	# of Hours	Hourly Rate	Extended Total
1	Design and Concept Development	60.00	\$100.00	\$ 6,000.00
2	Preparation of Worksite	See Attached	\$78.87	\$41,135
3	Mural Artist Painting	See Attached	\$100.00	\$72,000
4	Materials (<i>excluding tax</i>)			\$68,440
5	Overall Total:			\$ 187,575.25

After Completion Clean-Up and Maintenance (All Labor and Materials shall be included and all-inclusive in the Hourly Rate)			
Year	Estimated # of Hours Per Year	Hourly Rate	Extended Total
Year 1	40.00	\$100.00	\$ 4,000.00
Year 2	40.00	\$100.00	\$ 4,000.00
Year 3	40.00	\$100.00	\$ 4,000.00
Year 4	40.00	\$100.00	\$ 4,000.00
Year 5	40.00	\$100.00	\$ 4,000.00
Overall Total:			\$ 20,000.00

**Total Cost for Base & Clean-Up and Maintenance	\$ 207,575.25
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****For all items, total costs shall be all-inclusive, including, but not limited to, transportation, materials, travel, insurance, etc. No additional costs are allowed.**

MURAL 1

NOTES FOR COST OF SUPPLIES

- Lead muralist- \$ 100 hr
- 2 mural assistants
- 1 part time assistant
- Painters(prep and prime)- \$78.87 hr (prevailing wage)
- Supplies - \$51,606.6
- Labor - \$ 105,510
- Railroad classes/ DIR/Insurance- \$
- \$7,265
- Design Fee- \$ 6000
- 10% contingency- \$16,833.66

Total : \$187,575.25

NOTE: Quoted twice for Insurance/ DIR/ Railroad classes

Some materials such as tarps, buckets etc can be reused at both locations and can be deducted if awarded both commissions.

EXHIBIT C
STANDARD AGREEMENT, INCLUDING STANDARD CONDITIONS

DRAFT

CONTRACT TO FABRICATE AND INSTALL ARTWORK

THIS CONTRACT is made and entered into on _____, 2024, by and between **SAN DIEGO METROPOLITAN TRANSIT SYSTEM**, a public agency, ("MTS") and _____ ("ARTIST").

RECITALS

WHEREAS, MTS intends to procure artwork as part of the _____ (the "Project"); and

WHEREAS, ARTIST has prepared and submitted an Artwork Conceptual Design Proposal that has been accepted by MTS; and

WHEREAS, MTS and ARTIST desire to enter into a contract for ARTIST to construct artwork for the Project in accordance with ARTIST's Artwork Conceptual Design Proposal as defined below.

WITNESS

MTS AND ARTIST MUTUALLY AGREE AS FOLLOWS:

7.1. ARTWORK DEFINED

The work of art (the "Artwork") to be supplied under this Contract must be the same as that Artwork described in ARTIST's Artwork Conceptual Design Proposal (hereinafter "Proposal"). A true and correct copy of the Proposal is attached hereto as Exhibit A and incorporated herein by this reference

7.2. EFFECTIVE DATE

This Contract commences on the date first hereinabove appearing and expires upon completion of the Maintenance Plan, unless sooner terminated or cancelled in the manner provided under Articles 17, 29 and 30 below.

7.3. TOTAL CONSIDERATION

The total consideration paid to ARTIST may not exceed, in the aggregate, the sum of \$TBD, which will be paid in accordance with the Payment Schedule attached as Exhibit A to this Agreement.

ARTIST is responsible for payment of any state or local sales taxes. ARTIST represents and warrants that MTS will have no obligations regarding payment of any commissions or any other obligation pursuant to ARTIST's agreements with galleries or agents and ARTIST is solely responsible for such obligations. ARTIST agrees that the total consideration includes any amounts ARTIST is obligated to pay to galleries or agents, if any.

7.4. METHOD OF PAYMENT

Upon completion of each phase of fabrication and installation as set out in the Artwork Budget included as part of the Proposal (Exhibit A), ARTIST must remit an invoice for review and approval by MTS to ap@sdmts.com. Payment of each approved invoice will be made by MTS within 30 days after receipt. MTS reserves the right to withhold payments if MTS's site visits indicate that the progress of the Artwork is not in accordance with the Proposal or Contract requirements. MTS will provide notice to ARTIST of the reasons for withholding payment within 7 days after receipt of the invoice.

7.5. SCOPE OF SERVICES

See Exhibit A.

7.6. AUTHORIZED REPRESENTATIVES

The person designated in Article 31 to provide formal notices to ARTIST may designate, in writing, one or more Authorized Representatives to interact with the ARTIST regarding the production and installation of the Artwork. ARTIST must communicate with and take direction from Authorized Representatives acting within the scope of the written designation. This may include construction management personnel acting as consultants for MTS.

7.7. WORK SCHEDULE

ARTIST may not commence performance of any of the services identified in Section 5 above, until ARTIST receives a Notice to Proceed (NTP) from MTS. ARTIST must dedicate such time and effort as is necessary to fulfill ARTIST's obligations to completely finish and install the Artwork pursuant to this Contract in accordance with the Artwork Fabrication and Installation Schedule contained in the Proposal (Exhibit A). Time and strict punctual performance are of the essence to this Contract. MTS and ARTIST may agree to modify schedule. The revised schedule will be signed and dated by both parties, and will be attached and labeled as the Revised Schedule. ARTIST must respond within 7 days to any inquiry from MTS regarding the progress of the design for the Artwork.

7.8. MTS PRIOR APPROVAL OF ARTWORK

ARTIST must submit the following to MTS for technical approval: specifications that reflect compliance with MTS technical requirements and a digital image of the Artwork, as described in the Proposal (Exhibit A). MTS provided the relevant technical requirements during the development of the Artwork Conceptual Design Proposal, and the price proposed includes compliance with those requirements. The relevant technical requirements are attached as Section 5 and incorporated into this Contract. ARTIST may not begin to fabricate the Artwork until MTS has approved the specifications and digital image. MTS reserves the right to require ARTIST to modify the proposed Artwork to meet safety, aesthetic and/or technical requirements. MTS will specify any required material changes and document safety and/or technical requirements that justify such material changes within 30 days after delivery by ARTIST of the digital image. If MTS imposes additional technical requirements after Contract execution, that were not included in the technical requirements identified in Section 5, and such technical requirements cause an increase in cost for ARTIST to complete and install the Artwork, ARTIST may submit a written request for an equitable adjustment in the Total Consideration; any such equitable adjustment will be reflected in an amendment to this Contract. ARTIST must receive written approval by MTS of the Artwork digital image before ARTIST commences fabrication of the Artwork.

7.9. INSTALLATION OF ARTWORK

- A. At least 25 days prior to ARTIST's planned arrival at the Project site to begin installation, ARTIST must provide MTS with a Work Plan submittal detailing how ARTIST intends to accomplish the installation, including planned labor, equipment, materials, schedule and duration of work, installation methodology, access route (which must comply with MTS's Stormwater Pollution Prevention Plan (SWPPP)), and clean-up.

- B. At least 14 days in advance of the ARTIST's planned arrival at the Project site to begin installation, ARTIST must attend a kick-off meeting with MTS to discuss the planned installation.
- C. The installation of the Artwork must meet or exceed the quality of the Project location's construction in all respects.
- D. While working at the Project site, ARTIST must work in such a way as not to delay MTS's operations or disrupt MTS or MTS's Contractor work. ARTIST must respond to reasonable requests by MTS to modify its installation activities to avoid unreasonably delaying or obstructing MTS's services and operations. Likewise, MTS will timely respond to ARTIST's reports, if any, that MTS or MTS's Contractors are unreasonably delaying or disrupting ARTIST's installation efforts.
- E. In accessing the Project site and performing the installation, ARTIST must comply with the terms of MTS's SWPPP, any applicable permits, and other general project requirements.
- F. The Artist will coordinate closely with MTS to ascertain that the Project Site is prepared to receive the Artwork. Artist must notify Agency of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork.
- G. ARTIST is responsible for cleaning and protection of the Artwork until it is accepted by MTS. Once MTS is notified by ARTIST that the Artwork installation is complete, MTS will determine within 30 days whether it will accept the Artwork as installed.
- H. Within 30 days after completion of the Artwork, ARTIST must remove all excess materials and rubbish related to the Artwork installation from the Artwork site. ARTIST is prohibited from using MTS's trash receptacles during installation and cleanup. ARTIST must restore the Artwork site (including the entire area affected by the fabrication and installation of the Artwork) to its prior condition if directed by MTS.

7.10. SAFETY

ARTIST must take all necessary precautions for the safety of employees on the work and the safety of other persons authorized to be present on the Artwork site. ARTIST must comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Artwork site. ARTIST must erect and properly maintain, at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and must post danger signs warning against the hazards created by such features of construction. If and when requested by MTS, ARTIST must deliver to MTS a copy of ARTIST's safety plan for conducting the work (the "Safety Plan"). MTS will have the right, but not the obligation, to require ARTIST to correct any deficiencies in the Safety Plan. If there are any inconsistencies between this Contract and the Safety Plan, then the Contract takes precedence.

ARTIST must comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 and the Labor Code. In addition to ARTIST's own safety procedures and any safety procedures required under Federal, state, or local laws or regulations, including compliance with the provisions of the California Occupational Safety and Health Act of 1973, ARTIST must

implement and enforce all safety requirements determined by MTS to be applicable to the performance of any work under this Contract.

7.11. QUALITY CONTROL

ARTIST must provide Quality Control (QC) for all items of work performed under this Contract, including the work of all subcontractors and suppliers both on-site and off-site. All costs for QC are deemed to be included in the total consideration.

For purposes of this Contract, QC is to be performed by ARTIST and is understood as the techniques, activities and inspections that sustain process and product control and measure the performance characteristics of a material, component, fabrication, installation, or system against specific contract acceptance criteria during work in-progress. QC refers to the act of taking measurements, testing, and inspecting a process or product to ensure that it meets Contract requirements. QC also includes the process of documenting all of these actions.

For purposes of this Contract, Quality Assurance (QA) is performed by MTS or its representative and is understood as the review, monitoring, observation, audit, and inspection or testing of work for assurance or verification purposes.

ARTIST must ensure that all Work is performed in accordance with applicable codes, standards, specifications and other special contractual requirements using qualified personnel and/or equipment.

7.12. PROPERTY DAMAGE

ARTIST must repair or replace any property damage (real or personal) caused by the acts or omissions of ARTIST or ARTIST's subcontractors and/or employees. ARTIST is solely responsible for all expenses and costs that may be necessary to comply with the requirements of this Article, and MTS has no responsibility or liability therefor. MTS may withhold payment if ARTIST has not completed any repair, replacement and/or restoration required under this Article. If ARTIST fails to repair or replace any damaged property as required by this Article within 30 calendar days after receipt of the written notice of such damage, MTS may undertake the required repairs, replacement and/or restoration at ARTIST's expense. MTS reserves the right to offset its costs of repairs, replacement and/or restoration against any payments owed to ARTIST.

7.13. STOP WORK ORDER

In addition to MTS's right to suspend work under any other provision of this Contract, MTS may require ARTIST to suspend all or part of the work called for by this Contract at any time for up to **90 days** after a written Stop Work Order is delivered to ARTIST, and for any further period as directed by MTS. The Stop Work Order will include a clear description of the work to be suspended and may also include guidance as to the action to be taken on subcontracts; and other requests for minimizing costs.

Upon receipt of a Stop Work Order, ARTIST must comply with its terms immediately and take all reasonable steps to minimize the cost associated with the work covered by the Stop Work Order during the period of work stoppage. Within the period specified by the Stop Work Order, or within any extension of that period to which the parties may agree, MTS may:

- Terminate the Work covered by the Stop Work Order, as permitted in Articles 29 and 30 .

- Cancel the Stop Work Order; or
- Allow the period of the Stop Work Order to expire.

ARTIST must resume work upon the cancellation or expiration of a Stop Work Order. An equitable adjustment will be made in the Work scope, Contract Price, or Contract time, as appropriate if:

- The Stop Work Order results in an increase in the time required for, or in ARTIST's cost properly allocable to, the performance of any part of this Contract;
- ARTIST asserts a claim for an adjustment within 30 days after the end of the period of work stoppage; however, if MTS decides the facts justify such action, MTS may receive and act upon any such claim asserted at any time prior to final payment under this Contract; and
- The Stop Work Order was not caused by ARTIST's default or other act or omission within the control or responsibility of ARTIST.

Any cost due to a Stop Work Order issued because of Contract noncompliance will be borne by ARTIST.

In preparation for and during suspensions of work, ARTIST must take every reasonable precaution to prevent damage to or deterioration of the work. ARTIST must repair or replace, at no cost to MTS, work that is damaged or deteriorated during a work suspension due to ARTIST's failure to comply with this duty. If MTS determines that ARTIST is not taking reasonable precautions and ARTIST fails to take the corrective action within 5 days after written notice from MTS, MTS may cause such action to be taken and recover the reasonable cost thereof from ARTIST.

7.14. TITLE TO ARTWORK/RISK OF LOSS

Notwithstanding any payment MTS may make to ARTIST prior to the completion of the Artwork, title to the Artwork will remain with the ARTIST until MTS accepts the Artwork as complete. At the time MTS accepts the Artwork, title to the Artwork will transfer to MTS. ARTIST will bear all risk of loss of the Artwork until title has been transferred to MTS, unless the Artwork is damaged or destroyed due to the gross negligence or intentional act of MTS, its agents, employees or contractors.

7.15. WARRANTIES

- A. ARTIST warrants that the Artwork is original, the product of ARTIST's own creative efforts as sole author of the Artwork, and that the Artwork does not infringe upon the rights of any person, business or corporation. ARTIST also warrants that unless otherwise stipulated in writing, the Artwork is an edition of one (1), and that ARTIST may not sell, license, perform or reproduce a substantially identical copy of the Artwork without the prior written consent of MTS.
- B. ARTIST will warrant and maintain the Artwork free from all faults or defects in material and workmanship for a period of one year after MTS's acceptance of the Artwork. This subsection of this Article does not extend to damage to the Artwork caused by the exposure to the elements, physical damage inflicted by MTS patrons or members of the

public, or any other damage unrelated to the material used in the Artwork or ARTIST's workmanship.

7.16. PROFESSIONAL STANDARDS

ARTIST warrants and guarantees that the Artwork provided hereunder will be designed, fabricated and installed in a professional manner. All services must be performed in the manner and in accordance with the professional standards observed by a competent practitioner of the profession in which ARTIST is engaged.

ARTIST represents and warrants to MTS that ARTIST possesses all required licenses, insurance, and other entitlements of whatever nature to legally pursue ARTIST's occupation and such licenses, insurance and other entitlements must be in full force and effect during the term of this Contract.

7.17. ACCEPTANCE OF ARTWORK

- A. MTS agrees to accept the completed Artwork, unless:
 1. The Artwork was not fabricated or installed substantially in accordance with the Proposal (Exhibit A), MTS-approved specifications, or a reasonable standard of technical quality for similar artwork. If MTS refuses to accept the Artwork for this reason, ARTIST may appeal the refusal to the MTS CEO. The determination of the MTS CEO is final and binding.
 2. The Artwork, or any portion thereof, as completed by the ARTIST, does not conform to a reasonable standard of professional artistic quality. If MTS refuses to accept the Artwork for this reason and the ARTIST disputes MTS's refusal, the parties agree that the matter will be submitted to the arbitration in accordance with the rules of the Arts Arbitration and Mediation Services of California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree. The scope of the arbitration is limited to a determination of whether the Artwork conforms to a reasonable standard of professional artistic or technical quality. The determination of the arbitrator will be final and binding upon MTS and ARTIST and neither has any further recourse or cause of action.
- B. MTS will have the right to inspect the Artwork during fabrication prior to completion or installation of the Artwork. MTS may request corrections and modifications necessary for the Artwork to conform to ARTIST's Proposal and the other requirements of this Contract. Prior to the date specified for completion of the Artwork, ARTIST must make all such corrections and modifications to which MTS and ARTIST mutually agree.
- C. If MTS refuses to accept the Artwork according to the provisions of this Article, it must notify ARTIST in writing specifying the reasons for such refusal within 30 calendar days after ARTIST's tender of the Artwork to MTS for acceptance. No prior payment to ARTIST will be deemed to waive MTS's right to refuse to accept the Artwork under this Article.
- D. If MTS refuses to accept the Artwork according to the provisions of this Article, MTS has the right, subject to ARTIST's right to dispute MTS's refusal, either:
 1. To have ARTIST correct deficiencies in the Artwork, specified in the notice to ARTIST required under subsection B of this Article, at ARTIST's sole cost and

within a reasonable time, and then accept the Artwork if the deficiencies are remedied to MTS's satisfaction; or

2. To cancel this Contract for breach as set forth in Article 30, below, except that ARTIST has the right to cure said breach to MTS's satisfaction within 30 calendar days after receipt of MTS's notice of cancellation or to dispute MTS's determination as set out in paragraph A..
3. Remedies identified in subsections D1 and D2 above are cumulative and in addition to any other remedy available to MTS. Enforcement of one such remedy is not exclusive nor deemed an election of such remedy to the exclusion of any other or further remedy.
4. Payments to the ARTIST are not deemed as a waiver of MTS's right to refuse or accept the Artwork.

7.18. ABANDONMENT

If it becomes impossible for ARTIST to timely complete the Artwork because of illness, death, or injury (for example), or if ARTIST abandons the Artwork by failing to work on the Artwork during a continuous 30-day period, unless MTS, its agents, employees or contractors are the cause of ARTIST's inability to work on the Artwork during such period or MTS has issued a Stop Work Order, MTS may take such action as may be appropriate including, without limitation, cancelling this Contract for breach as set forth in Article 30.

7.19. ASSIGNMENT AND SUBCONTRACTING

- A. ARTIST's obligations imposed by this Contract are not assignable or transferable without first obtaining the written consent of MTS, which consent may be withheld in MTS's sole discretion.
- B. If ARTIST subcontracts any portion of the work, any subcontractors must be properly licensed pursuant to the contractor's state license law (Business and Professions Code sections 7000 et seq.). Before performing any work, each subcontractor must provide MTS and ARTIST evidence that the subcontractor has Workers' Compensation insurance coverage if this insurance is required by state law.

7.20. COPYRIGHT

ARTIST expressly reserves every right available to them under U.S. and international copyright laws to control the making and disseminating of copies or reproduction of the Artwork, except as those rights are limited by this Contract. Contractor under this Agreement as shall be considered necessary by MTS may be retained until disposition has been made of any claim for damages.

1. ARTIST agrees to give a credit substantially in the following form: "Original owned by San Diego Metropolitan Transit System" in any public display or distribution of reproductions of the Artwork.
2. ARTIST hereby authorizes MTS and its successors and assigns to make photographs, drawings and other two-dimensional reproductions of the Artwork without compensation or prior consent of ARTIST if used solely for non-commercial purposes including, but not limited to, advertising, descriptive brochures, promotional materials, schedules, fare passes, and other similar purposes. All reproductions by MTS or its successors and

assigns where the Artwork is the exclusive or primary subject will acknowledge the authorship of the ARTIST in substantially the following form: "Copyright ©, ARTIST's name, date" and in such manner and location as prescribed under U.S. copyright laws.

3. The Artwork Conceptual Design Proposal and all accompanying materials, models, drawings, plans, sketches and specifications will become the property of MTS upon submission to MTS. MTS may use, reproduce, make derivations and distribute these documents, etc. in any fashion or manner MTS desires, provided that the use and distribution of these documents complies with the provisions set forth in subsection 2 above.

7.21. ARTISTS' RIGHTS/MTS DUTIES RELATIVE TO ARTWORK

Applicant hereby acknowledges that Applicant is familiar with all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, "Acts") and any other local, state, foreign or international law (collectively, "Artist Rights Laws") that protect against the alteration of a work of art and protect the artist's getting credit for a work of art. The Acts and Moral Rights Laws require that a person who intends to waive these provisions must do so expressly in writing.

The ARTIST, for themselves and their heirs, beneficiaries, devisees and personal representatives, expressly waive any right or benefit that ARTIST has or may have under the Artist Rights Laws, and hereby releases, acquits and discharges MTS from all suits, claims, actions, liability, damages and expenses arising out of the display, use, maintenance, movement, removal or alteration of the Artwork on the Project.

- A. MTS may not intentionally destroy, damage, alter, modify, or change the Artwork in any way except after notice as required under applicable law. ARTIST acknowledges that use of the Artwork site by the public and MTS's cleaning and maintenance of the Artwork site may cause wear and tear to the Artwork. Such wear and tear will not be deemed to be an unpermitted alteration of the Artwork. If an alteration should occur, either intentionally or unintentionally, ARTIST may notify MTS in writing denying authorship of the Artwork or requesting that their name not be displayed as provided in Article 22, below.
- B. If, after acceptance of the Artwork, repair to the Artwork is required, MTS will send ARTIST a notice giving ARTIST the opportunity to repair the Artwork, so long as within the period of performance of the contract.
 1. If within 30 days after MTS sends notice to the ARTIST at the address set forth in Article 31, ARTIST does not respond to the notice, , MTS may contract with someone qualified to repair the Artwork and ARTIST will have no recourse for damages against MTS.
 2. If MTS reasonably determines that damage to the Artwork is irreparable or impractical to repair, MTS may take any action it deems appropriate under the circumstances.
 3. ARTIST must notify MTS of a change of their address for the purpose of obtaining notice under this Article. Failure to notify MTS will constitute a waiver of ARTIST's right to be notified by MTS prior to repair of the Artwork.

- C. When emergency repairs are necessary to prevent the loss of or further damage to the Artwork, or for public safety, such repairs may be undertaken by MTS without advance notice to ARTIST and such repairs will not be deemed to constitute an artistic alteration. If such repairs are substantial, ARTIST may deny authorship as provided in Article 22, below.
- D. After acceptance of the Artwork, MTS will have the right to relocate, store or sell the Artwork or remove it from display in its sole discretion without notice to ARTIST, except for any payment that may be required under Civil Code Section 986.
- E. If, after acceptance of the Artwork, MTS reasonably determines that it is necessary to remove the Artwork and such removal is likely to cause damage or destruction to the Artwork, MTS will give ARTIST written notice to remove the Artwork in the manner set forth in Article 31, below.
 - 1. ARTIST must respond in writing within 30 days after MTS sends notice. In its response, ARTIST must inform MTS whether ARTIST intends to exercise or waive their right to remove the Artwork under this Article. If ARTIST does not respond to the notice within 30 days after MTS sends notice to the ARTIST at the address set forth in Article 31, ARTIST will have no recourse for damages against MTS. ARTIST must notify MTS of a change of his or her address for these purposes. Failure to so notify MTS will constitute a waiver of ARTIST's right to be notified by MTS prior to removal of the Artwork.
 - 2. Unless ARTIST has waived their right or has failed to timely respond to MTS's notice, ARTIST will have the right to remove the Artwork at ARTIST's expense within 90 calendar days after MTS provides such notice. In such case, ARTIST must pay MTS the value (if any) of the Artwork after its removal and title to the Artwork will vest in ARTIST upon MTS's receipt of such payment. A dispute regarding the value of the Artwork will be submitted to the Arts Arbitration and Mediation Services of the California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree.
 - 3. If ARTIST fails to remove the Artwork within the 90-day period or if ARTIST fails to timely respond to the notice, MTS will have the right to remove the Artwork and ARTIST will have no recourse against MTS for any damage to or destruction of the Artwork that may occur during such removal. In such case, MTS will have the right to display, store or dispose of the Artwork in MTS's sole discretion.
- F. If MTS cancels this Contract for breach and arranges to have the Artwork completed by another artist, ARTIST will be deemed to have waived his or her rights related to authorship of the Artwork under federal and state laws and under this Contract, except as set forth in Article 22, below. If ARTIST disputes such deemed waiver of his or her rights, ARTIST must submit a written objection to MTS within 30 calendar days after the date of MTS's notice of cancellation. In such event, the matter must be submitted to the Arts Arbitration and Mediation Service of the California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree. If arbitration is held, the determination of ARTIST's rights under this Contract by the arbitrator is final and

binding upon MTS and ARTIST and neither will have any further recourse or cause of action.

7.22. AUTHORSHIP OF ARTWORK

Except as provided in this Contract, ARTIST will retain the right to claim authorship of the Artwork. MTS will publicly display ARTIST's name on, at, or near the Artwork, except as provided below:

- A. If the Artwork is substantially damaged or artistically altered in a substantial manner, and if ARTIST gives written notice to MTS that ARTIST wishes to deny authorship, then MTS may no longer represent the Artwork to be the work of the ARTIST. If MTS disputes the right of ARTIST to deny authorship, the parties agree that the matter will be submitted to the Arts Arbitration and Mediation Service of the California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree. The scope of the arbitration will be limited to whether the Artwork is substantially damaged or artistically altered in a substantial manner. The determination of the arbitrator will be final and binding upon MTS and ARTIST and neither will have any further recourse or cause of action.
- B. If the Artwork is substantially damaged or artistically altered in a substantial manner after the life of the ARTIST, MTS will consult with the California Arts Council, or their successors, in determining whether to continue representing the ARTIST as author of the Artwork.
- C. If MTS arranges to have another artist complete the Artwork as provided under Article 30 below, ARTIST's name must be publicly displayed on, at, or near the Artwork, unless ARTIST gives written notice to MTS not to display ARTIST's name or ARTIST wishes to deny authorship of the Artwork. If the work to complete the Artwork is substantial, MTS will consult with the California Arts Council, or their successors, regarding the selection of the artist who will complete the Artwork. After such consultation, MTS may select such artist in MTS's sole discretion. The name of the artist who completes the Artwork will be displayed in a manner equal to the display, if any, of ARTIST. The term "equal" means similar, not identical, and does not mandate any preference of position or size of location.
- D. If ARTIST effectively denies authorship of the Artwork for the reasons set out above or for any other reason, such action constitutes a waiver of all of ARTIST's rights related to authorship of the Artwork under federal and state law and this Contract.

7.23. INDEPENDENT CONTRACTOR

In providing the above-referenced services, ARTIST acts as an independent contractor and not as an employee of MTS. In accordance with that relationship, ARTIST must assume all responsibility for federal and state income tax withholding, FICA, SDI, and any other deductions from income that ARTIST is required to make as an independent contractor. ARTIST hereby agrees to indemnify and hold MTS, its officers and employees, harmless from any and all claims that may be made against MTS based upon any contention by any employee of ARTIST or by any third party, including but not limited to any federal or state agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any obligation under this Contract.

7.24. WORKERS' COMPENSATION

Responsibility for payment due by MTS is limited to the compensation set forth in Article 3 above. MTS is not responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees of ARTIST that is based upon the relationship of employer and employee.

7.25. THIRD PARTY OBLIGATION

ARTIST is solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Contract. ARTIST must pay directly such parties for all amounts due under said arrangement. ARTIST must indemnify and hold MTS harmless from any and all claims and liabilities arising from such Contract. ARTIST must exert its best efforts to prevent any loss to MTS from the failure of proper performance of any third party. MTS's only obligation with respect to such third parties will be limited to reimbursement to ARTIST for those expenses for which MTS is obligated to reimburse by virtue of the terms of this Contract.

If ARTIST hires or contracts with employees or material suppliers, ARTIST must pay such employees and suppliers out of the payments made to ARTIST by MTS for completion of each phase of work. If any underpayment of wages or other amounts due ARTIST's employees and suppliers, MTS may withhold from ARTIST out of any payments due amounts sufficient to pay the claims of such employees and suppliers. In addition, before MTS is obligated to make final payment to ARTIST, MTS may require ARTIST to demonstrate to MTS's satisfaction that all employees and material suppliers have been fully paid.

7.26. INSURANCE REQUIREMENTS**A. Liability****1) Commercial General Liability**

At all times during this contract and, with respect to Products and Completed Operations Liability, for twelve (12) months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear. Furthermore, an endorsement will be required demonstrating that the standard railroad exclusionary language has been removed as applicable.

2) Automobile Liability

At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.

3) Workers' Compensation/Employer Liability

At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

7.26.1. ADDITIONAL COVERAGES REQUIRED (AS INDICATED. WHERE THERE IS A CHECKMARK, THE COVERAGE IS REQUIRED)

☒ (1) Primary and Non-Contributory Insurance

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

☐ (2) Owner-Provided Builder's Risk

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS's contractor for design, and MTS's contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at \$50,000 but is subject to change.

☒ (3) Railroad Protective Liability and CG 24 17 Endorsement for CGL Policy - Required

The CGL policy must contain the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). Furthermore, Contractor shall maintain a Railroad Protective Liability coverage with limits of not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate, naming MTS as the named insured on the policy.

☐ (4) Professional Liability

At all times during this contract, and for twelve (12) months following acceptance of work by owner, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

☐ (5) Pollution Legal Liability

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than twenty-four (24) months.

☐ (6) Contractor Equipment

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy

form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

☐ (7) Installation Floater

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

☐ (8) Garage Keeper's Legal Liability & Automobile Portion

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving an MTS vehicle, which results in a third party claim of physical damage or bodily injury.

☐ (9) Crime Fidelity Insurance

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

☐ (10) Umbrella or Excess Liability (if required to meet liability limits above)

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy.

☐ (11) Property Insurance

Contractor is responsible to insure physical damage coverage at replacement cost value on the rolling stock (i.e., revenue and non-revenue vehicles) it operates. [Note: MTS insures the buildings in which the fixed route contract operates.]

☐ (12) Cyber and Privacy Liability, including Technology Errors and Omissions

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Coverage shall also include Technology Professional Liability Errors & Omissions appropriate to the Consultant's profession and work hereunder

7.24.2 MINIMUM POLICY LIMITS REQUIRED

	Combined Single Limit (CSL)
Commercial General Liability (Per Occurrence):	\$2,000,000
(General Aggregate)	\$4,000,000
(Completed Operations & Products Aggregate)	\$2,000,000
Automobile Liability: (Combined Single Limit)	\$2,000,000
Worker's Compensation:	Statutory Limits
Employer's Liability per Accident /or Disease:	\$1,000,000

1. Additional Coverages (as indicated under Additional Coverages Required Section):

<input checked="" type="checkbox"/>	B (1) Primary and Non-Contributory Insurance	
<input type="checkbox"/>	B (2) Owner Provided Builder's Risk	Replacement Cost
<input checked="" type="checkbox"/>	B (3) Railroad Protective (Per Occurrence)	\$2,000,000
	Railroad Protective (General Aggregate)	\$4,000,000
<input type="checkbox"/>	B (4) Professional Liability	\$
<input type="checkbox"/>	B (5) Pollution and Legal Liability	\$
<input type="checkbox"/>	B (6) Contractor Equipment	Replacement Cost
<input type="checkbox"/>	B (7) Installation Floater	Replacement Cost
<input type="checkbox"/>	B (8) Garage Keeper's Legal Liability & Automobile Portion	

	(Combined Single Limit (CSL))	(Per Occurrence)
<input type="checkbox"/>	B (9) Crime Fidelity Insurance	\$
<input type="checkbox"/>	B (10) Umbrella or Excess Liability (if required to meet liability limits above)	\$
<input type="checkbox"/>	B (11) Property Insurance	\$
<input type="checkbox"/>	B (12) Cyber Security Liability Insurance	\$
	(per occurrence or claim)	
	(Aggregate)	\$

7.27. INDEMNIFICATION

To the extent permitted by law, ARTIST does hereby assume liability for, and agrees to defend, with counsel acceptable to MTS, indemnify, protect, save and keep harmless **MTS, SDTI, SDTC, SD&AE, SD&IV** and its directors, officers, employees, agents and their respective successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements including reasonable attorneys' fees and expenses (including allocated costs of MTS attorneys) of any kind and nature imposed in, asserted against, incurred or suffered by **MTS, SDTI, SDTC, SD&AE, SD&IV** or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property in any way relating to or arising out of:

- (i) any acts, errors or omissions by ARTIST or any of its officers, agents, servants, employees, subconsultants of any tier in its or their performance hereunder, whether or not caused by MTS's negligence, but not to the extent of MTS's sole negligence or willful misconduct; or
- (ii) any claim of patent or copyright infringement in connection with the services performed or work products provided under this Contract by ARTIST or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; or
- (iii) a release by ARTIST or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or in effect when the release occurs, or as amended or promulgated in the future, but only to the extent based upon principles of comparative fault that such release is not proximately contributed to or caused by MTS, or its directors, officers or employees; and/or
- (iv) successful efforts to enforce this indemnity provision.

The parties will establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties will cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Contract will establish a standard of care for, or create any legal rights in, any person not a party to this Contract.

In addition to any other remedy authorized by law, MTS may retain as much of the money due ARTIST under this Contract as it considers necessary until disposition has been made of any claim for damages.

The foregoing requirements are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by ARTIST pursuant to this Contract, including, but not limited to, the provisions concerning insurance.

7.28. CONFLICT OF INTEREST

During the term of this Contract, ARTIST, its officers, employees and their immediate families may not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract. Violation of this prohibition is a material breach of this Contract and MTS will have the right to debar ARTIST from participating at any tier in any MTS contract for a period of up to 5 years.

ARTIST covenants that prior to award of this Contract, ARTIST has disclosed in writing to the MTS General Counsel any present interest and any interest existing within 12 months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. In addition, ARTIST must immediately disclose in writing to the MTS General Counsel any interest or relationship described above acquired or occurring after ARTIST's initial disclosure. Violation of the above disclosure obligations is a material breach of this Contract.

7.29. TERMINATION FOR CONVENIENCE

After MTS issues Notice to Proceed, MTS may terminate this Contract by giving 5 days' advance written notice to ARTIST. Upon termination of the Contract under this Article, ARTIST will be paid for all actual services rendered to MTS to and inclusive of the specified date of termination. If MTS terminates this Contract for convenience before issuance of Notice to Proceed to fabricate the Artwork, MTS will not be obligated to make any payment to ARTIST. All designs, materials, finished and unfinished portions of the Artwork, and written documents pertaining to the Artwork under this Contract, will remain the property of ARTIST. Within 30 days after issuance of the notice of termination, ARTIST must remove all finished or unfinished portions of the Artwork and restore the Artwork site to its prior condition. If ARTIST fails to remove his or her personal property and restore the Artwork site, MTS may do so at ARTIST's expense.

7.30. TERMINATION FOR BREACH

Either party may terminate this Contract immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day

period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party. If MTS terminates for breach, ARTIST will only be paid its fees and costs for services performed, as of the effective date of termination, in accordance with the terms and conditions of this Contract. MTS reserves the right to offset the damages it incurs as a result of ARTIST's breach against any payments owed to ARTIST. The foregoing remedy is cumulative and is in addition to any right or remedy that MTS may have in law or equity.

If, after termination for failure to fulfill contract obligations, it is determined that ARTIST was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for MTS's convenience.

7.31. NOTICES

All notices and other communications under this Contract must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by email directed to the party to whom notice is to be given at the email address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email address, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO MTS: San Diego Metropolitan Transit System
Attn:

Phone:
Email:

TO ARTIST:

7.32. PREVAILING WAGES

Pursuant to Labor Code sections 1725.5 and 1771.1, ARTIST and subcontractors that wish to enter into a contract to perform public work must be registered with the Department of Industrial Relations. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

LABOR

Hours of Work: Eight (8) hours of work shall constitute a legal day's work. ARTIST and each subcontractor shall forfeit, as penalty to MTS, twenty-five dollars (\$25) for each worker employed in the execution of Work by the ARTIST or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815. The ARTIST and every subcontractor shall keep an accurate record showing the name of and actual hours worked each

calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of MTS and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

Prevailing Rates of Wages: The ARTIST is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, ARTIST agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at MTS's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the ARTIST's principal place of business and at the Project site. Contractor shall defend, indemnify and hold MTS, its Board, members of the Board, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The ARTIST shall forfeit as a penalty to MTS not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the ARTIST.

ARTIST shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Payroll Records: Pursuant to Labor Code Section 1776, ARTIST and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. ARTIST shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. ARTIST shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the ARTIST and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the

specified interval and format prescribed by the DIR, which may include electronic submission. ARTIST shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

If not subject to paragraph (a), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

In the event of noncompliance with the requirements of this Section, the ARTIST shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the ARTIST must comply with this section. Should noncompliance still be evident after such 10-day period, the ARTIST shall pay a penalty of one hundred dollars (\$100.00) to MTS for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

Employment of Apprentices: ARTIST's attention is directed to the provisions of sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. ARTIST shall obtain a certificate of apprenticeship before employing any apprentice pursuant to sections 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Nondiscrimination: Pursuant to Labor Code Section 1735 and other applicable provisions of law, the ARTIST and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The ARTIST will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Labor Certification I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract code.

7.33. WATER QUALITY MANAGEMENT AND COMPLIANCE

- A. Contractor must recover and legally dispose of all wastewater created while providing services. Contractor assumes any and all risks and liabilities arising from the failure to properly recover and legally dispose of wastewater. Contractor must implement best management practices set forth in any stormwater pollution prevention plan relevant to the provision of the services.

- B. Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the San Diego Regional Water Quality Control Board, any municipality, drainage district, or other local agency with jurisdiction over the location where the services are to be conducted, regulating water quality and storm water discharges and shall implement best management practices, consistent with the requirements of any board, municipality, drainage district or other local agency appropriate for the control of discharges related to the services.
- C. Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in this section. Contractor further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by MTS, regarding these requirements as they may relate to the services.
- D. Liability for Non-compliance.
1. Indemnity: Failure to comply with laws, regulations, and ordinances listed in this section may constitute a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend and hold harmless MTS, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which MTS, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of MTS, its officials, officers, agents, employees or authorized volunteers. Contractor is solely liable for any administrative or civil enforcement action arising from Contractor's failure to comply with the laws, regulations, and ordinances listed in this section and must pay any monetary penalty, fine, or damages associated with such action.
 2. Defense: MTS reserves the right to defend any enforcement action or civil action brought against MTS for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse MTS for the costs associated with, any settlement reached between MTS and the relevant enforcement entity.
 3. Damages: MTS may seek damages from Contractor for delay in completing the services caused by Contractor's failure to comply with the laws, regulations and policies described in this section, or any other relevant water quality law, regulation, or policy.

7.34. NONDISCRIMINATION

In accordance with applicable federal and state laws and regulations, ARTIST agrees that it will not discriminate against any employee, applicant for employment, or subcontractor because of race, color, religion, creed, ancestry, national origin, sex, marital status, age, medical condition, gender, gender identity, gender expression, genetic information or physical or mental disability.

7.35. SUBCONTRACTORS

ARTIST agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the Work. ARTIST shall be as fully responsible to MTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as ARTIST is for acts and omissions of persons directly employed by ARTIST. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and MTS. MTS reserves the right to approve all subcontractors. MTS's approval of any subcontractor under this Agreement shall not in any way relieve ARTIST of its obligations under this Agreement.

7.36. PROMPT PROGRESS PAYMENT AND RETENTION

ARTIST or Subcontractor shall pay any Subcontractor no later than seven (7) business days from the receipt of each progress payment from MTS. No retainage will be held by MTS from progress payments due to the ARTIST. Any retainage kept by the ARTIST or by a Subcontractor must be paid in full to the Subcontractor in seven (7) business days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of a progress payment or retainage to the Subcontractor over 30 calendar days may take place only for good cause and with MTS's prior written approval. Failure to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, prime contractor not being reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the ARTIST or Subcontractor in the event of a dispute involving late or nonpayment by the ARTIST, deficient Subcontractor performance or noncompliance by a Subcontractor.

ARTIST must submit the MTS Prompt Payment Certification Form to the MTS Contracts Administrator if any Subcontractors. The form is available for download at <https://www.sdmts.com/business-center/procurement>. The form certifies that all Subcontractors were paid within seven (7) business days of receiving payment from MTS for work performed during the previous month. The ARTIST must submit the completed certification, as required on the form, and the month following final acceptance of the project. In addition, seven (7) business day prompt payment requirement prevails over contract language between an ARTIST and a Subcontractor.

7.37. RECORDS RETENTION

The ARTIST and any Subcontractor shall maintain all data, documents, books, reports, payroll, statistics, subcontracts, leases, arrangements, papers, accounting records, and other evidence and supporting materials pertaining to the performance of the contract including, but not limited

to, the costs of administering the contract. The Contractor shall make such materials available at its respective office at all reasonable times during the Agreement and for three (3) years from the date of the final payment under the Contract and three (3) years from the date that any pending legal matters relating to the Contract are closed. MTS, the state, the State Auditor, or any duly authorized representative shall have access to any books, records, and documents of the ARTIST that are pertinent to the contract for audit examination, excerpts, and transactions, and copies thereof shall be furnished if requested.

7.38. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND OTHER SMALL BUSINESS PARTICIPATION

MTS encourages the participation of DBEs, minority owned businesses (MBEs), women owned businesses (WBEs), disabled veteran business enterprises (DVBEs) lesbian gay bisexual transgender businesses (LGBTs), and small businesses (SB) in the performance of all of its contracts. MTS encourages the Contractor to outreach to DBEs and other small business enterprises for any potential subcontracting opportunities on this project. MTS tracks DBE, MBE, WBE, DVBE, PDBE, LGBT and SB participation and therefore requires all successful proposers to report whether the prime contractor and any subcontractors are a DBE or other small business enterprise. Contractor must complete MTS's Designation of Subcontractors and DBE Program - Information for MTS's Bidder List. If interested in learning about bonding or financial assistance that may be available for small businesses, visit www.sba.gov. If interested in learning about the eligibility requirements to become certified as a DBE, PDBE, MBE, WBE, DVBE, LGBT or SB or how to view a list of certified firms, please contact MTS's DBE Liaison Officer, Samantha Leslie, at Samantha.Leslie@sdmts.com for more information.

7.39. EQUAL EMPLOYMENT

A. MTS'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:

MTS is an Equal Opportunity Employer. As such, MTS agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, MTS agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. MTS' Equal Employment Opportunity Program for Contractors, MTS Policy No. 25, is part of this Agreement (a copy can be obtained from MTS' Clerk of the Board).

B. CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Each Contractor who provides MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an Equal Employment Opportunity Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract. The objective of this plan is to assure that the Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, gender identity, religion, disability, age or status as a parent. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. COMPLIANCE WITH REGULATIONS:

Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; Comply with federal transit law, specifically 49 U.S.C. § 5332; FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,"; and Follow any other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination.

7.40. ROADWAY WORKERS PROTECTION (RWP) TRAINING

Prior to entering the MTS railroad operating corridor, all workers of Contractor, sub-Contractors, and any other third-party contractor under Contractor's control working on MTS property shall have taken and passed a four (4) hour RWP training course as required by the Federal Railroad Administration (FRA) California Public Utilities Commission (CPUC). Training courses are valid for one year from date issued. Contractor should allow at least two weeks to schedule training prior to commencement of services on the right of way (ROW). Registration for the course can be found online at: <http://www.sdmts.com/Business/RAILSAFETYTRAINING.htm>. Any costs related to RWP training courses shall be at the sole expense of the Contractor.

7.41. FLAGGING

Any work within fifteen (15) feet of active rail, or as otherwise identified by MTS, shall require an MTS flagger. An MTS Flagger Request form must be submitted to FlagRequest@sdmts.com no later than 72 hours prior to the commencement of the work. The MTS Flagger Request shall include: the specific location, time(s) and date(s) for when an MTS flagger(s) will be necessary. The MTS Flagger will be provided at the expense of the party requesting the work. The requester will be responsible to contact SDTI Assignment Office at (619) 595-4956 no later than 24 hours prior to beginning of work for all cancellations and may be subject to SDTI labor reporting costs.

7.42. GRANT CONDITIONS

This Contract is subject to a financial assistance contract between MTS and the United States of America, acting through the Department of Transportation and the Federal Transit Administration (hereinafter "FTA"), as well as Clean California Local Grant Program ("CALTRANS"). If FTA or CALTRANS requires any change to this Contract to comply with its requirements, both parties agree to amend this Contract as required by FTA or CALTRANS. If such changes cause an increase or decrease in the work to be performed by the ARTIST or the time for such performance, then the compensation to be paid to ARTIST and time of performance will be equitably adjusted.

7.43. ARBITRATION

If any matter is to be submitted to the Arts and Mediation Services of the California Lawyers for the Arts, all fees expenses and costs connected therewith will be borne jointly and equally by MTS and ARTIST. Each and every obligation under this Contract to submit any matter in dispute to a third party for resolution is conditioned upon the foregoing provision of this Article. If any matter

is to be submitted to the Arts and Mediation Services of the California Lawyers for the Arts for resolution pursuant to this Contract, and if, at the time of submission such organization is no longer in existence, or is not able or willing to provide such resolution service, then the matter will be submitted for resolution to the American Arbitration Association or such other organization to which both parties mutually agree. Unless the parties agree otherwise, the arbitration procedures to be used for resolving the dispute will be those current procedures adopted by the applicable arbitration board.

7.44. ASSIGNMENT OF WORK

The services provided pursuant to this Contract may not be assigned by ARTIST unless approved in writing by MTS. If ARTIST is not available to perform the terms of the Contract, MTS may at its election terminate the Contract for convenience or cancel the Contract for breach by giving notice as set forth herein.

7.45. SUCCESSORS AND ASSIGNS

This Contract will be binding upon and the benefits of this Contract will inure to the successors and assigns of the parties hereto, subject to the provisions of Article 37 above.

7.46. GOVERNING LAW

The interpretation and enforcement of this Contract is governed by the laws of the State of California, the state in which this Contract was signed. The parties agree to submit any disputes not subject to arbitration arising under the Contract to a court of competent jurisdiction located in San Diego, California.

7.47. NONWAIVER

Waiver of any breach or default hereunder does not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

7.48. MODIFICATION

No waiver, alteration, modification, or termination of this Contract will be valid unless made in writing and signed by the authorized parties hereof.

7.49. AMBIGUITIES

The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. ARTIST acknowledges that he or she has been encouraged to retain his or her own attorney for the purposes of reviewing this Contract before signing it. No ambiguity is presumed to be construed against either party.

7.50. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

7.51. SEVERABILITY

If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract will remain in effect.

7.52. SURVIVAL

All warranties, indemnities and waiver of rights contained in this Contract will survive the expiration, termination or cancellation of this Contract.

7.53. ENTIRE AGREEMENT

All warranties, indemnities and waiver of rights contained in this Contract will survive the expiration, termination or cancellation of this Contract.

DRAFT

EXHIBIT D
FEDERAL REQUIREMENTS

DRAFT

As a Federal Transit Administration (FTA) grantee, the San Diego Metropolitan Transit System (MTS), a California Public Agency, is required to inform the Contractor and any Subcontractor of the following information:

8.1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTS requests which would cause MTS to be in violation of the FTA terms and conditions.

8.2. FEDERAL CHANGES

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between MTS and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall also ensure compliance by subcontractors at any tier of any applicable change to federal requirements.

8.3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8.4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems

appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

False Claims Act (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor and any Subcontractor acknowledges that the False Claims Act, 31 U.S.C. 3729 et seq., pertains to the underlying contract or the FTA assisted project for which this contract work is performed. If the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance, the Contractor must notify MTS, U.S. DOT Inspector General, and the FTA Chief Counsel or FTA Region 9 Counsel. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

Notice to FTA on Legal Matters (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$25,000)

The Contractor and any Subcontractor shall notify MTS and the FTA Chief Counsel or FTA Region 9 Counsel if a current or prospective legal matter that may affect the Federal Government emerges. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in an award of federal funding, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

8.5. DEBARMENT AND SUSPENSION

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to

be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award. The Contractor agrees to include a provision requiring compliance to this section in its lower tier covered transactions.

8.6. RESTRICTIONS ON LOBBYING

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000)

The Contractor and their subcontracts at every tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor and their subcontracts at every tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

8.7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$150,000)

The Contractor and any Subcontractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

8.8. ENERGY CONSERVATION

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor and any Subcontractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq and 49 C.F.R. part 622, subpart C.

8.9. FLY AMERICA REQUIREMENTS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS TRANSPORTING PERSONS OR PROPERTY BY AIR OUTSIDE THE U.S.)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America

requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8.10. ENVIRONMENTAL PROTECTIONS

(APPLICABLE TO ALL CONTRACTS)

8.12.1. GENERAL

Contractor agrees to comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

8.12.2. NATIONAL ENVIRONMENTAL POLICY ACT

An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees that it will: (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139, (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508, (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622, (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto. (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013, (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006, and (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

8.12.3. ENVIRONMENTAL JUSTICE

Contractor agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

8.12.4. OTHER ENVIRONMENTAL FEDERAL LAWS

Contractor agrees that it will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not

limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

8.12.5. USE OF CERTAIN PUBLIC LANDS

Contractor agrees it will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

8.12.6. HISTORIC PRESERVATION

The Contractor agrees that it will: (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places. (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108. (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq. (4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800. (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

8.12.7. INDIAN SACRED SITES

The Contractor agrees that it will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

8.11. ADA ACCESS

(APPLICABLE TO ALL CONTRACTS)

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d), which prohibit discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

8.12. CIVIL RIGHTS

(APPLICABLE TO ALL CONTRACTS)

8.14.1. SUBCONTRACT

The Contractor shall include these requirements in each subcontract entered into as part thereof.

8.14.2. NONDISCRIMINATION

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, gender identity, sexual orientation, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8.14.3. RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.14.4. AGE

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.14.5. DISABILITIES

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.13. VETERANS EMPLOYMENT*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

8.14. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

Apart from inconsistent requirements imposed by federal statute or regulations, MTS shall comply with the requirements of 49 U.S.C. § 5323 (h)(2) by refraining from using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

8.15. CONTRACTOR ASSURANCE*(APPLICABLE TO ALL CONTRACTS)*

The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTS deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph.

8.16. CARGO PREFERENCE*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS INVOLVING EQUIPMENT, MATERIALS, OR COMMODITIES WHICH MAY BE TRANSPORTED BY OCEAN VESSELS)*

- A. 46 U.S.C. 55305 and 46 C.F.R. Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement. The Contractor shall utilize privately owned United States-flagged commercial vessels to ship at least 50 percent of the gross tonnage (competed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flagged commercial vessels.
- B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) above to MTS (through

the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

- C. The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

8.17. SAFE OPERATION OF MOTOR VEHICLES

(APPLICABLE TO ALL CONTRACTS)

8.20.1. SEAT BELT USE

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or MTS.

8.20.2. DISTRACTED DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

8.18. DOMESTIC PREFERENCES FOR PROCUREMENTS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.19. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(APPLICABLE TO ALL CONTRACTS)

In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Contract to: procure or obtain; extend or renew a contract to procure

or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). This includes: for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.20. [NOT APPLICABLE] CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS

8.21. RECYCLED PRODUCTS

(APPLICABLE TO OPERATIONS, CONSTRUCTION AND GOODS CONTRACTS AND SUBCONTRACTS INVOLVING ITEMS DESIGNATED BY THE EPA, WHERE THE PURCHASE PRICE OF THE ITEM EXCEEDS \$10,000 OR THE VALUE OF THE QUANTITY ACQUIRED DURING THE PRECEDING FISCAL YEAR EXCEEDED \$10,000)

The Contractor and any Subcontractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the State Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8.22. [NOT APPLICABLE] TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENT

8.23. [NOT APPLICABLE] SCHOOL BUS OPERATIONS

8.24. [NOT APPLICABLE] MOTOR CARRIER SAFETY

8.25. [NOT APPLICABLE] DRUG AND ALCOHOL TESTING REQUIREMENTS

8.26. [NOT APPLICABLE] PRIVACY ACT REQUIREMENTS

8.27. [NOT APPLICABLE] CHARTER SERVICE**8.28. [NOT APPLICABLE] BUY AMERICA**

(APPLICABLE TO PURCHASE OF MORE THAN \$150,000 OF IRON, STEEL, MANUFACTURED GOODS, ROLLING STOCK, OR CONSTRUCTION MATERIALS)

The Contractor's attention is directed to the "Buy America" requirements set forth in Section 165 of the federal Surface Transportation Act of 1982, Section 70914 of the Infrastructure Investment Jobs Act, Pub. L. No. 117-58, which includes the Build America, Buy America Act (Section 70914 of the Infrastructure Investment Jobs Act), and the FTA regulations implementing Section 165 (49 C.F.R. Part 661). Information on "Buy America" requirements is available for review upon request. Contractor agrees to comply with 49 U.S.C. 5323(j), as amended by the FAST Act, FTA regulations 49 C.F.R. Part 661, and Section 70914 of the Infrastructure Investment Jobs Act, which provide that Federal funds may not be obligated unless steel, iron, manufactured products, and construction materials used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. See 49 C.F.R. 661.7 and Section 70914 of the Infrastructure Investment Jobs Act regarding general waivers. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content. Contractor shall submit to MTS with its Bid/Proposal the appropriate Buy America certification included as part of the Bid/Proposal Documents and Forms, except those subject to a general waiver. MTS will reject as nonresponsive Bids/Proposals or offers that are not accompanied by a completed Buy America certification. This requirement does not apply to lower tier subcontractors

8.29. [NOT APPLICABLE] AIR POLLUTION AND FUEL ECONOMY**8.30. [NOT APPLICABLE] BUS TESTING****8.31. [NOT APPLICABLE] PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

EXHIBIT E
FORMS

DRAFT

CONTACT INFORMATION

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer.

Company Information:

The Official, Legal Name of Proposing Firm: Michelle Guerrero

Doing Business As: MR B BABY

Legal Structure (Corp./Partner/Proprietor): S CORP

Company Mailing Address: 1882 Port Albans

Chula Vista CA 91913

City State Zip

Person Authorized to sign:

Point of Contact: Michelle Guerrero

Title: Owner

E-Mail Address: mrbbabyart@gmail.com

Phone Number: 619 993 1998

Accounts Receivable

Point of Contact: Michelle Guerrero

Title: Owner

E-Mail Address: mrbbabyart@gmail.com

Phone Number: 619 993 1998

DESIGNATION OF SUBCONTRACTORS

Type te

List Subcontractor participants below. If 100% of item is not to be performed or furnished by subcontractor, describe exact portion of item to be performed or furnished by subcontractor. The successful bidder must execute and return this form even if no subcontractor participation will be reported.

Subcontractor 1

Company Name:

Local San Diego Painting

Contractor License or Certificate Number

C 33 - 991999

DBE, PDBE, DVBE LGBT, MBE, SB,
WBE:

SB

% of Work:

25 %

Department of Industrial Relations (DIR)
Number:

Pending / PW-LR-100181180

Point of Contact

Chad Flood

Email:

Chad@LocalSDPainting.com

Phone Number:

619-569-3299

Address:

5814 College AVE

Street

San Diego

City

CA

State

92120

Zip

Description of Work:

Priming and Painting of 2 walls

wall 1 is 500'

wall 2 is 350'

DBE PROGRAM – INFORMATION FOR MTS'S PROPOSAL LIST

This information will be maintained in MTS's proposer list. The purpose for maintaining a proposer list is to derive data on the relative availability of DBEs in the local market. MTS may use this data in the future to help set MTS's overall DBE participation goals.

INSTRUCTIONS: Each prime contractor and each subcontractor bidding is **required** to complete this form as part of their bid/proposal.

1. What is your company's name? MR.BBABY
2. What is your company's address? 1882 Port Albans, Chula Vista, CA 91913
3. What type of work does your company perform ?
(list NAICS Codes if known)
- Is your company a certified DBE PDDBE, WBE, DVBE, SB or LGBT? If yes, please check the applicable box and state the corresponding certification number.
- | | |
|--------------------------------|--|
| <input type="checkbox"/> DBE | <input type="checkbox"/> DVBE |
| <input type="checkbox"/> MBE | <input checked="" type="checkbox"/> SB |
| <input type="checkbox"/> WBE | <input type="checkbox"/> LGBT |
| <input type="checkbox"/> PDDBE | |
5. How many years has your company been in business? 7 Years
6. What are the annual gross receipts of your company (please check the applicable bracket)?
- | |
|---|
| <input checked="" type="checkbox"/> Less than \$1,000,000 |
| <input type="checkbox"/> \$1,000,001 – \$15,000,000 |
| <input type="checkbox"/> \$15,000,001 - \$26,290,000* |
| <input type="checkbox"/> \$26,290,001– \$50,000,000 |
| <input type="checkbox"/> \$50,000,001 - \$100,000,000 |
| <input type="checkbox"/> Greater than \$100,000,000 |

*The DOT annually decides the amount of average annual gross receipts a firm must have to be eligible to become a DBE. Currently, if your company in the previous 3 fiscal years has had average annual gross receipts below \$26,290,000, your company may be eligible for DBE Certification. To learn more about DBE certification, visit <https://dot.ca.gov/programs/civil-rights/dbe-certification-information> *

ACKNOWLEDGED AND AGREED**SUBCONTRACTOR**

(Copy this form if needed for additional subcontractors)

Print Name: Chad Floom

Title: OWNER

Signature: [Signature]

Date: 6-5-24

PRIME CONTRACTOR

Print Name: michelle guerrero

Title: Owner

Signature: michelle guerrero

Date: 06-05-2024

RETURN THIS FORM WITH YOUR BID

DBE PROGRAM – INFORMATION FOR MTS'S PROPOSAL LIST

This information will be maintained in MTS's proposer list. The purpose for maintaining a proposer list is to derive data on the relative availability of DBEs in the local market. MTS may use this data in the future to help set MTS's overall DBE participation goals.

INSTRUCTIONS: Each prime contractor and each subcontractor bidding is **required** to complete this form as part of their bid/proposal.

1. What is your company's name?
2. What is your company's address?
3. What type of work does your company perform ?
(list NAICS Codes if known)

Local San Diego Painting
5814 College Ave 92120

Painting

Is your company a certified DBE PDBE, WBE, DVBE, SB or LGBT? If yes, please check the applicable box and state the corresponding certification number.

- | | |
|-------------------------------|-------------------------------|
| <input type="checkbox"/> DBE | <input type="checkbox"/> DVBE |
| <input type="checkbox"/> MBE | <input type="checkbox"/> SB |
| <input type="checkbox"/> WBE | <input type="checkbox"/> LGBT |
| <input type="checkbox"/> PDBE | |

5. How many years has your company been in business?

10

6. What are the annual gross receipts of your company (please check the applicable bracket)?

- | |
|--|
| <input type="checkbox"/> Less than \$1,000,000 |
| <input checked="" type="checkbox"/> \$1,000,001 – \$15,000,000 |
| <input type="checkbox"/> \$15,000,001 - \$26,290,000* |
| <input type="checkbox"/> \$26,290,001– \$50,000,000 |
| <input type="checkbox"/> \$50,000,001 - \$100,000,000 |
| <input type="checkbox"/> Greater than \$100,000,000 |

*The DOT annually decides the amount of average annual gross receipts a firm must have to be eligible to become a DBE. Currently, if your company in the previous 3 fiscal years has had average annual gross receipts below \$26,290,000, your company may be eligible for DBE Certification. To learn more about DBE certification, visit <https://dot.ca.gov/programs/civil-rights/dbe-certification-information> *

ACKNOWLEDGED AND AGREED**SUBCONTRACTOR**

(Copy this form if needed for additional subcontractors)

Print Name: Chad Flood
Title: Owner
Signature: [Signature]
Date: 6/25/24

PRIME CONTRACTOR

Print Name: Michelle Guerrero
Title: Muralist
Signature: [Signature]
Date: 06/25/2024

CERTIFICATE OF LIABILITY INSURANCE

At. A, Al 20, 09/12/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Verify Insurance Services, LLC DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/	CONTACT NAME: THIMBLE https://support.thimble.com/	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: support@thimble.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Specialty Insurance Company	22608
	INSURER B :	
	INSURER C :	
INSURED Michelle Guerrero 1882 Port Albans, Chula Vista, CA, 91913 Michellerubyguerrero@yahoo.com	INSURER D :	
	INSURER E :	
	INSURER F : https://www.thimble.com/check-policy-status/	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	N	N	IBL-P39Q4VJPD-1	11/10/2023 12:00 AM PST	11/10/2024 12:00 AM PST	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 2,000,000
								GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:									
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:									\$
AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)	\$
<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>									\$
<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR					EACH OCCURRENCE	\$
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE					AGGREGATE	\$
<input type="checkbox"/>	DED <input type="checkbox"/>	RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
									\$
									\$
									\$
									\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WARNING: THE GL POLICY IS NOT A COMPLETION BOND. IT PROVIDES COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE, AND PERSONAL AND ADVERTISING INJURY. IT DOES NOT GUARANTEE THE COMPLETION OF WORK BY A CONTRACTOR.

(con't on form Acord 101)

CERTIFICATE HOLDER Michelle Guerrero Michelle Guerrero	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Verify Insurance Services, LLC DBA Thimble Insurance Services		NAMED INSURED Michelle Guerrero 1882 Port Albans, Chula Vista, CA, 91913 Michellerubyguerrero@yahoo.com	
POLICY NUMBER IBL-P39Q4VJPD-1		EFFECTIVE DATE: 11/10/2023 12:00 AM PST	
CARRIER National Specialty Insurance Company	NAIC CODE 22608		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations (con't)

Episodic Coverage (THSN CG 02 04 02 21) for policy number IBL-P39Q4VJPD-1 until 11/10/2025 12:00 AM PST

DRAFT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBLE AND VOLUNTARY EXCLUSIONS LOWER THAN TIER COVERED TRANSACTIONS

CONTRACTOR AND SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

(Provide one completed Form for the Prime Contractor and any Subcontractors)

MTS may not permit a contractor or subcontractor to bid on, be awarded, or perform work on a public works project if the contractor or subcontractor is ineligible to bid on, be awarded or perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7.

In addition, MTS may not award any federally funded contract over \$25,000 to a contractor or subcontractor that is excluded or disqualified pursuant to 2 CFR Part 180 Subpart C.

The prime/subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

QUESTIONNAIRE

Has the Contractor, or any officer, principal, affiliates or employee of the Contractor ever been debarred, suspended, proposed for debarment, declared ineligible or otherwise prevented from bidding on, or completing a federal, state, or local government project?

☐ Yes

☒ No

If the answer is yes, or where the prime/subcontractor is unable to certify any of the statements in the above certifications, such prime/subcontractor shall attach an explanation (i.e. date, background, resolution) with this form.

Note: Failure to provide this form at the time of Bid/Proposal will not result in a finding of a non-responsive bid/proposal. Submittal of this form for The Prime Contractor and all Subcontractors is required for a Proposer to be deemed "Responsible." MTS encourages Proposers to complete and submit all forms at the time of bid/proposal.

SUBCONTRACTOR


(Copy this form if needed for additional subcontractors)

Business Name: Local San Diego Painting
 License No. (if applicable): C-33 99199
 DUNS No.: 090807593

PRIME CONTRACTOR

Business Name: MR B BABY
 License No. (if applicable): _____
 DUNS No.: 119282793

ACKNOWLEDGED AND AGREED

Print Name: Chad Flood
 Title: Owner
 Signature: 
 Date: 06-05-2024

Print Name: Michelle Guerrero
 Title: Owner
 Signature: michelle guerrero
 Date: 06-05-2024

CERTIFICATE OF RESTRICTIONS ON LOBBYING

The CONTRACTOR hereby certifies that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Check one of the following Boxes.

Does NOT Apply

☒

Applies

☐

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 5th day of June, 2024.

ACKNOWLEDGED AND AGREED

Name of Contractor:

michelle guerrero

Signature:

michelle guerrero

Date:

06-05-2024

EQUAL OPPORTUNITY PROGRAM WORKFORCE REPORT

Metropolitan Transit System (MTS) enforces an Equal Opportunity (EEO) program established under MTS policies and procedures No. 25. This program prohibits discrimination in employment and requires MTS Contractors to be equal opportunity employers. You may submit a copy of the Employer Information Report, EEO-1, in lieu of the **Equal Opportunity Program Workforce Report Continued Form**. The undersigned hereby certifies that the foregoing data contained herein is true and correct:

COMPLETE ALL SECTIONS OF THIS FORM:

1. The Official, Legal Name of Proposing Firm: Michelle Guerrero
2. Doing Business As: MR B BABY
3. Legal Structure (Corp./Partner/Proprietor): S CORP
4. Address of Establishment in San Diego County: 1882 Port Albans, Chula Vista, CA 91913

Street

Chula Vista
City
CA
State
91913
Zip
5. If there is no office in San Diego County, or if there are less than 15 employees in that office, include an address for your regional office that will oversee the work under MTS' contract: _____

Street

City
State
Zip

Employment Data - Include the employees located in San Diego County only, unless your firm employs fewer than fifteen (15) people locally. In the event, you should list the workforce of the regional office that will oversee the work under MTS' contract. Report all permanent full-time and part-time employees including apprentices and on-the-job trainees. Blank spaces will be considered as zeros

ACKNOWLEDGED AND AGREED

6. Name, Address, and Phone Number of Person to Contact Regarding this Report:

Name of Signee: michelle guerrero

Title: Owner

Phone Number: 619 993 1998

Address: 1882 Port Albans

Street

Chula Vista
City
CA
State
91913
Zip

Name of Signee: michelle guerrero

Authorized Signature: *michelle guerrero*

Date: _____

EQUAL OPPORTUNITY PROGRAM WORKFORCE REPORT CONTINUED

OCCUPATIONAL CATEGORY	African American		Hispanic		Asian or Pacific Islander		Native American		Other		Overall Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Executive/Managerial				X								
Engineers/Architects/ Surveyors												
Professionals (N.E.C.)												
Technicians												
Sales				X								
Administrative Support				X								
Protective Services												
Services (N.E.C.)												
Craft Workers (Skilled)				X								
Machine Operators, Assemblers & Inspectors												
Transportation and Material Moving												
Laborers (Unskilled)			X									
TOTALS FOR EACH COLUMN			1	4								

Indicate by gender and ethnic code the number of the above workforce, which are persons with disabilities:

DISABLED												
----------	--	--	--	--	--	--	--	--	--	--	--	--

ETHNIC IDENTIFICATION

African American: (NOT OF HISPANIC ORIGIN): All persons having origins in any of the black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area, includes, China, Japan, Korea, the Philippine Islands, and Samoa.

Native American: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

Other: Caucasian and others not falling into one of the designated categories.

DISABLED DEFINITION

Any person who 1) has a physical or mental condition which limits one or more of such person's major life activities, 2) has a history of such a condition, or 3) is regarded as having such a condition. For purposes of this definition, "major life activity" means any mental or physical function or activity, which if impaired, creates a substantial barrier to employment.

OCCUPATIONAL CATEGORY LIST

Executive/Managerial

Executive, Management Related

Engineers/Architects/Surveyors

Professionals (N.E.C.)*

Mathematical and Computer Scientists

Natural Scientists

Health Diagnosing

Health Assessment and Treating

Teachers, Postsecondary

Teachers, except Postsecondary

Counselors, Educational and Vocational

Librarians, Archivists, Curators

Social Scientists and Urban Planners

Social, Recreation and Religious Workers

Lawyers and Judges

Writers, Artists Entertainers & Athletes

Technicians

Health Technologists and Technicians

Engineering and Related Technologists and Technicians

Science Technicians

Technicians, Except Health, Engineering, and Service

Sales

Supervisors and Proprietors

Sales Representatives, Finance, and Business

Services

Sales Representatives, Commodities except Retail

Sales Workers, Retail, and Personal Services

Other Sales Related

Administrative Support

Supervisors of Administrative Support

Computer Equipment Operators

Secretaries, Stenographers, Typists

Information Clerks

Records Processing, Except Financial

Financial Records Processing

Duplicating and Other Office Machine Operators

Communications Equipment Operators

Mail and Message Distributing

Material Recording and Distributing Clerks

Adjusters and Investigators

Other Office/Clerical

*N.E.C.: Not Elsewhere Classified

Protective Services

Supervisors of Protective Services

Firefighting and Fire Prevention

Police and Detectives

Guards & Other Protective Services

Services (N.E.C.)*

Private Households

Food Preparation and Services

Health Services

Cleaning and Building Services

Personal Services

Craft Workers (Skilled)

Supervisors of Mechanics and Repairers

Vehicle and Mobile Equipment Mechanics and Repairers

Heating, Air Conditioning, Refrigeration, Mechanics

Other Mechanics and Repairers

Supervisors of Construction Trades

Construction Trades, Except Supervisors

Extractive Occupations

Precision Production Occupations

Machine Operators, Assemblers & Inspectors

Metalworking and Plastic Working Machine Operator

Metal and Plastic Processing Machine Operators

Woodworking Machine Operators

Printing Machine operators

Textile, Apparel, and furnishing Machine Operators

Machine Operators, Assorted Materials

Fabricators, Assembler and Hand Working Occupations

Production Inspector, Tester, Sampler, Weigher

Transportation and Material Moving

Motor Vehicle Operators

Rail Transportation Occupations

Water Transportation Occupations

Material Moving Equipment Operators

Laborers (Unskilled)

Handlers

Equipment Cleaners

Helpers & Laborers

CALIFORNIA PUBLIC RECORD ACT (PRA) ACKNOWLEDGEMENT

I/We hereby represent, acknowledge, and agree as follows:

- 1. MTS is a California public agency established by California Public Utilities Code, Section 120000. et. seq. , and is subject to the California PRA (Government Code sec. 6250 et seq.) which provides generally that all records relating to a public agency's business are open to public inspection unless exempted from disclosure by law.
- 2. The proposal I/we have submitted to MTS is open to public inspection under PRA unless it is exempted from disclosure by law.
- 3. To the extent the proposal includes materials that I/we believe are exempt from disclosure under PRA, I/we understand that I/we must provide a letter identifying the materials that I/we believe are exempt from disclosure and explaining the basis for exemption.
- 4. Any materials not identified as exempt from disclosure are open to public inspection, and I/we waive any right to subsequently claim exemption from disclosure for such materials.
- 5. MTS at all times retains the right to make the final determination regarding what, if any, portion of a proposal is subject to disclosure under PRA.
- 6. Use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal which would prohibit or limit public inspection is not acceptable and may deem the proposal non-responsive and may be rejected; labeling a page as such does not prohibit MTS from disclosing the page in response to a PRA response or in the ordinary course of business if MTS concludes it is obligated to so by applicable law.
- 7. To defend and indemnify MTS in any action on a PRA request for any of the contents of a Proposal marked TRADE SECRET, CONFIDENTIAL or PROPRIETARY.
- 8. Marking a document as "trade secret", "confidential" or "proprietary" without the express written permission of MTS does not exempt a document from disclosure to third parties under state or federal law, or in the normal course of MTS's business operations. MTS has no obligation to get a respondent's permission before producing such documents.
- 9. The bid I/we have submitted (check one of the following) materials that we believe are exempt from disclosure under PRA.

INCLUDES

DOES NOT INCLUDE

ACKNOWLEDGED AND AGREED

Company Name:

MR B BABY

Title:

Owner

Signature:

michelle guerrero

Date:

06-05-2024

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH OFFER

(23 U.S.C. § 112(c) and California Public Contract Code § 7106)

The undersigned declares:

I am the Owner of MR B BABY, the party making the foregoing offer.

The offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The offer is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham offer. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham offer, or to refrain from submitting an offer. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the offer price, or of that of any other proposer. All statements contained in the offer are true. The proposer has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, offer depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06-05-2024 (date), at Chula Vista (city), California (state).

ACKNOWLEDGED AND AGREED

Name of Contractor: michelle guerrero

Signature: *michelle guerrero*

Date: 06-05-2024

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor’s status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- 1. The Contractor is not:
 - a. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - b. a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran. ☐
- 2. MTS has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, MTS will be unable to obtain the goods and/or services to be provided pursuant to the Contract. ☐
- 3. The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000. ☒

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

ACKNOWLEDGED AND AGREED

Company Name: MR.BBABY
Title: Owner
Signature: michelle guerrero
Date: 06-05-2024

SAFETY DEPARTMENT STANDARD OPERATING PROCEDURES

FOR CONTRACTORS SAFETY AND HEALTH REQUIREMENTS

(SAF 016-03)

January 2003

SAF 016-03

Purpose: To establish environmental, safety and health requirements for the San Diego Metropolitan Transit System (MTS) Contractors.

Background: MTS is committed in providing and maintaining a safe work place, safe plant and equipment, and a safe and competent workforce as required by legislation and best industrial practice for our employees, customers, visitors, and general public.

To support this commitment, we require our Contractors to provide adequate leadership and safety training for their employees and require the same of their sub-Contractors.

Objectives: This SOP requires all MTS Contractors to:

- Comply with the environmental, safety and health requirements of the contract as per FTA, OSHA, Cal OSHA, and San Diego Metropolitan Transit System (MTS).
- Assign a competent person the responsibility for the implementation of the safety regulations, personal protective equipment usage, and compliance with hazardous materials/environmental policies, and drug and alcohol program.
- Ensure that all Contractor employees and sub-Contractors are trained and educated in safety and support on-site Contractors on safe work and MTS safety programs.
- Sign the MTS Contractual Agreement with Outside Agencies (Safety Rules).

MTS Representatives are required to:

- Pro-actively monitor the Contractors' workplace to identify all occupational health and safety hazards – Departmental/Safety representative.
- Safety and contract requirements compliance – Audit/Inspection conducted and documented (schedule and spot check) by Quality Assurance Department.

NOTE: Copies of both MTS Illness and Injury Prevention Program (IIPP) and the MTS Maintenance Department Code of Safe Practices are available in the Safety Department's office. MTS handles the Engineering/Construction site safety plans.

SAFETY DEPARTMENT SAFETY RULES

MTS Contractual Agreement with Outside Agencies

Work on MTS Premises

A. Safety Rules

These safety rules apply specifically to Contractors, Contractor's employees, or sub-Contractors working on Metropolitan Transit System (MTS) property. Any loss or damage, including death, resulting from Contractors, Contractor's employees, or subcontractor's negligence shall hold MTS management and employees harmless from any such loss. No work shall be performed on MTS property without approval and proper permits, when required. Requirements:

1. Comply with Cal OSHA, state, local and MTS' safety, and environmental policies.
2. Observe and follow all posted facilities safety regulations.
3. Use the proper Personal Protective Equipment required for the job.
4. No illegal drugs or alcohol will be consumed on site or off the premises while working for MTS.

B. Use of Tools and Equipment (when required)

1. Required Tools and Equipment must be in good condition, safe for use and calibrated (if required).
2. Follow safe engineering work practices/procedures.
3. Wear the required personal protective equipment when using tools.

C. Machinery and Vehicles (when required)

1. Do not attempt to operate MTS machinery or equipment without special permission.
2. Only licensed operators may operate Forklift Trucks and other equipment on MTS occupied spaces.

D. Contractor Requirements (when required)

1. Valid Contractor's license number.

ACKNOWLEDGED AND AGREED

Company Name: MR B BABY

Print Name: michelle guerrero

Title: Owner

Signature: *michelle guerrero*

Date: 06-05-2024

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE FORM

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to submit a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Bidder further acknowledges:

- Proposer shall maintain a current DIR registration for the duration of the project.
- Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the proposal is non-responsive.

PRIME CONTRACTOR

Business Name: MR B BABY

Registration No.
(if applicable): PW-LR-1001168568

DUNS No.: 119282793

Company Name: MR B BABY

Print Name: Michelle Guerrero

Title: Owner

BUY AMERICA (IRON, STEEL MANUFACTURED PRODUCTS AND CONSTRUCTION MATERIALS)

ALTERNATIVE A

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The Proposer/Bidder hereby certifies that it will comply with the requirements of Section 49 U.S.C. 5323 (j)(1), the applicable regulations in 49 C.F.R. 661, and Section 70914 of the Infrastructure Investment Jobs Act.

ACKNOWLEDGED AND AGREED

Print Name: Michelle Guerrero

Signature: *michelle guerrero*

Date: 06-05-2024

CERTIFICATE FOR NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

ALTERNATIVE B

The Proposer/Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1) or Section 70914 of the Infrastructure Investment Jobs Act but it may qualify for an exception to the requirement pursuant to Section 49 U.S.C. 5323 (j)(2), and the applicable regulations in 49 C.F.R. 661.7 or Section 70914 of the Infrastructure Investment Jobs Act.

ACKNOWLEDGED AND AGREED

Print Name: _____

Signature: _____

Date: _____

Complete the form on the next page if you select Alternative B.

NOTE: COMPLETE EITHER ALTERNATIVE A OR B - DO NOT COMPLETE BOTH.

BUY AMERICA (IRON, STEEL, MANUFACTURED PRODUCTS AND CONSTRUCTION MATERIALS)

ADDITIONAL INFORMATION FOR BUY AMERICA CERTIFICATE - ALTERNATIVE B

The Proposer/Bidder hereby certifies that it cannot comply with the requirements of Section 49 U.S.C. 5323 (j)(1) or Section 70914 of the Infrastructure Investment Jobs Act, but it may qualify for an exception to the requirement pursuant to Section 49 U.S.C. 5323 (j)(2), and the applicable regulations in 49 C.F.R. 661.7 or Section 70914 of the Infrastructure Investment Jobs Act.

[illegible]

Notes: (1) For "Type of Waiver Requested," See Buy America, Section 7-5.8. List 1, 2, 3 or 4.

(2) Proposer must complete either Alternative A or B, Buy America Certificate.

EXHIBIT F
CLEAN CALIFORNIA THIRD PARTY CONTRACT REQUIREMENTS

DRAFT

As a Clean California Local Grant Program (CALTRANS) grantee, the San Diego Metropolitan Transit System (MTS), is required to inform the Contractor and any Subcontractor of the following information. In the event there are similar clauses between these CALTRANS provisions, and the terms of this Contract, including any Federal Transit Administration (FTA) clauses, Contractor and any Subcontractor shall comply with both to the extent possible. If there is a conflict between provisions that would result in the Contractor not complying with one or more provisions, contact MTS staff for further direction. 1.

1. Cost Principles:

The Contractor and its subcontractors agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items. Contractor and any of its subcontractors also agrees to comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, to the extent applicable.

Contractors and its subcontractors also shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. Contractors and any of its subcontractors agree to comply with Generally Accepted Accounting Principles (GAAP), to enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

1. Nondiscrimination

Contractors and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Contractors and its subcontractors shall also give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor agrees to include the above clause in each subcontract.

2. Mandatory Organic Waste Recycling

Pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week in performance of this Contract, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide MTS proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling.

3. Record Retention

Contractors and any of its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract, including, but not limited to, the costs of administering those various contracts. Materials shall be available at their respective offices at all reasonable times during the entire Project period and for

three (3) years from the date of final payment to MTS under this Contract. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions.

All accounting records and other supporting papers connected with Project performance shall be maintained for a minimum of three (3) years from the date of final payment to MTS and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished upon receipt of any request made by CALTRANS or its agents.

Contractor and any subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records to the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CALTRANS.

The Contractor agrees to include the above clause in each subcontract.

4. Travel Reimbursements

If applicable and if expressly authorized by MTS within the Contract, travel and per diem reimbursements of Contractor and its subcontractors, will be allowable as Project costs only after those costs are incurred and paid for.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Contractor and its subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link:

<https://travelpocketguide.dot.ca.gov/>.

5. Educational Programming

If applicable, Contractor shall provide MTS a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for this Contract, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. Contractor shall provide MTS any and all other intellectual property rights necessary.

To the extent any logos, including trademarks or service marks, are used on educational programming created or produced for this Contract, Contractor agrees to grant MTS and Caltrans all necessary rights to use and allow agents of CALTRANS to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication.

Contractor must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for this Contract a disclaimer that states the content of the educational programming

does not reflect the official views or policies of MTS or CALTRANS. The educational programming does not constitute a standard, specification, or regulation.

6. Artwork

If applicable, Contractor, or any other copyright owner(s) of Artwork, shall grant MTS and CALTRANS a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of Artwork created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. Contractor shall grant MTS any and all other intellectual property rights necessary.

Contractor must place a disclaimer statement in a conspicuous manner on or in close proximity to the Artwork created or produced for this Contract a disclaimer statement that the contents of the artwork do not reflect the official views or policies of MTS or CALTRANS.

7. Government Purpose Rights for Inventions

Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by Contractor and its subcontractors in performance of any work and during the term under this Contract. If applicable, Contractor and its subcontractors shall provide MTS and CALTRANS Government Purpose Rights to any inventions created as a result of the Contract. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside MTS and CALTRANS for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

8. Intellectual Property

If applicable, Contractor and any subcontractors shall grant the rights necessary to MTS and CALTRANS to allow for use of the intellectual property in a fashion similar to other rights for non-commercial uses and State government purposes.

If additional uses are reasonably determined to be needed for public outreach purposes, Contractor shall grant MTS and CALTRANS obtain rights and grant its agents said additional rights for use of the "Before" and "After" Project photos, Artwork created or produced for this Contract, and educational programming created or produced for this Contract. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license. As requested by MTS, all reproductions and/or copies of "Before" or "After" Project photographs, educational programming, and Artwork shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication].

In performing services under this Contract, Contractor and its Subcontractor shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights

of any third party. If Contractor and its Subcontractors becomes aware of any such possible infringement in the course of performing any work under this RGA, immediate notification to MTS in writing is required.

DRAFT



Metropolitan Transit System

STANDARD AGREEMENT FOR MTS DOC. NO. PWL416.0-24

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: Farallon Design, Inc., DBA Rainforest Art Project

Address: 2169 Newton Ave.

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

San Diego, CA 92113
City State Zip

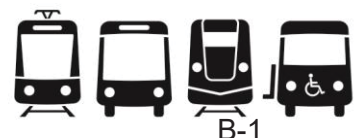
Email: maria@rap.org

Telephone: 619.236.0068

Authorized person to sign contracts Maria Titova Executive Director
Name Title

The Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification/Artist Proposal (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) Forms (Exhibit E), and Clean California Third Party Contract Requirements (Exhibit F)

The contract term shall be based upon the negotiated timeline for the creation and painting the mural included in the Proposal, but no longer than 2 months from the Notice of Proceed, and a five (5) year maintenance period. The maintenance period shall be effective from 5 years from the date the Artwork installation is completed.



Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$407,910.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	RAINFOREST ART PROJECT
By: <div>Sharon Cooney, Chief Executive Officer</div>	By <div></div>
Approved as to form:	
By: <div>Karen Landers, General Counsel</div>	Title: <div></div>

DRAFT

EXHIBIT A
SCOPE OF WORK/TECHNICAL SPECIFICATION/ARTIST PROPOSAL

DRAFT

5.1. SCOPE/BACKGROUND

The Artist shall conceptualize, design, and install, along with provide availability to maintain, one mural on the site below:

- 1) Retaining wall along the East Bound Platform at E Street Transit Center (Mural 2).

Mural 2 at Retaining wall along the Eastbound Platform at E Street Transit Center

The mural dimensions on the retaining wall on eastbound platform at E Street Transit Center are approximately 325 ft X 5 ft. The mural should cover most, if not all, of the retaining wall.



5.2. ARTISTIC VISION

Together, the mural should convey themes of unity, diversity, and community strength. It should celebrate the cultural heritage of the community in which these retaining walls are sited, while also looking towards a vibrant and inclusive future. Using bold colors, intricate details, and meaningful symbolism is encouraged.

The Artwork must be durable, taking into consideration that the Site is a public space that may be exposed to elements such as weather, temperature variation, and considerable movement of

people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.

The Artist shall work closely with our project team to ensure the mural aligns with the overall theme and vision of the community.

Artist shall provide MTS with a complete schedule for the installation and maintenance of the Artwork.

5.3. WORK PLAN

5.3.1 Final Design of Mural

The successful Artist shall provide MTS detailed digital images documenting the final design of the Artwork and a Work Plan documenting the fabrication and installation processes of the completed artwork, along with product data sheets for any material or finish used.

5.3.2 Installation of Mural

MTS will power wash and scrape any loose paint and prep and prepare the retaining wall surface prior to mural work. Artist will be responsible for painting the mural, and cleaning and removing materials once complete.

As further described in this Contract, Prevailing Wage applies and Artist and any subcontractors must be registered with DIR.

Materials for the mural, such as paint, UV protection, anti-graffiti, protective finish coats etc.) should maintain the mural's integrity over at least 1-year period with minimal maintenance costs. The area may experience fog, sea salt air, heat, and wind.

MTS will provide reasonable access and clear pathways on its property to the mural sites in order to install the work. Vegetation or fences may obstruct the view of the murals from certain vantage points and MTS is not responsible for ensuring full visibility of the mural.

5.3.3 Schedule for Completion of Work

Proposer will propose a schedule as part of its Proposal. Notwithstanding, all installation work must be complete within two (2) months of the Notice to Proceed for the Contract. Artist shall follow the installation schedule provided in their proposal. Any changes to said schedule must be approved by MTS.

5.3.4 Payment Schedule

Proposer will propose a Payment Schedule based on completion of milestones as part of its Proposal. The successful Artist shall be paid in accordance with the agreed upon Payment Schedule. Each Milestone Payment shall be due and payable only to the extent it is supported by the completion of the corresponding individual milestones. The proposed Payment Schedule shall not include: MTS making advance payments; or MTS paying separately for mobilization prior to installation of Artwork has begun. Milestone payments shall be inclusive of all costs, such as mobilization, materials, insurance, transportation etc.

5.3.5 Maintenance Plan

MTS anticipates possible wear and tear and/or graffiti which may require maintenance once the mural has been completed. Successful Artist will provide MTS a Maintenance Manual upon mural completion that will provide MTS staff instructions on how it should be maintained to keep the mural's integrity.

Successful Artist shall also be available for five (5) years after completion of mural to conduct maintenance services on mural, upon request. During this 5-year period, MTS would ask the successful Artist for a quote for the proposed amount of hours for any requested repairs would need. After the 5-year period, there is no guarantee that MTS will request the successful Artist to complete maintenance repairs on the mural.

5.3.6 General Requirements

- A. Artist shall purchase all labor, supplies, materials and equipment required, and fabricate, deliver and install to the satisfaction of MTS the Artwork in accordance with the Proposal (Exhibit A). ARTIST may not make any material change to the Artwork Conceptual Design Proposal without MTS's prior written approval.
- B. Artist shall fabricate and install the Artwork in conformance with all applicable federal, state and local laws, including without limitation, the California Building Standards Code as amended by the City of San Diego.
- C. With advance notice from MTS, Artist shall attend at least one public presentation regarding the Artwork after completion.

5.4. 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.

5.4.1 CONSTRUCTION MATERIALS

- A. Per Infrastructure Investment and Jobs Act (IIJA) Sec. 70912 (2)(C), all construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- B. "Construction materials" **includes** an article, material, or supply that is or consists primarily of:
 - i. non-ferrous metals;
 - ii. plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - iii. glass (including optic glass);
 - iv. lumber; or
 - v. drywall.

- Exception: “Construction Materials” **does not include** an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

C. According to the Office of Management and Budget (OMB) Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure M-22-11, April 18, 2022, a Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computers.

5.4.2 [NOT APPLICABLE] MANUFACTURED PRODUCT

5.4.3 [NOT APPLICABLE] ROLLING STOCK

5.4.4 [NOT APPLICABLE] IRON OR STEEL

5.5. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

5.6. 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 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.

ARTIST PROPOSAL

DRAFT



(619) 236-0068

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NORTHERN OFFICE
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Chico, CA 95928

SOUTHERN OFFICE
2169 National Ave.
San Diego, CA 92113

Steve Augustyn

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

Dear Steve Augustyn,

We're excited to present this proposal for the creation of a permanent mosaic mural for the community of Chula Vista, which we believe will greatly enhance the aesthetic and cultural landscape. Enclosed you will find the detailed proposal outlining our concept, design, materials, and work plan required for the successful execution of this project, along with the ongoing and past projects of similar scale and complexity to stand for our expertise and experience.

Our team has carefully considered various aspects of the project, and we would like to submit a proposal specifically for the Retaining Wall along the Eastbound Platform at E Street Transit Center. We believe that the Retaining Wall North of E Street will benefit more if the muralist/graffiti technique artist works there, due to the time frames and setting. In case we're chosen among the finalists, we would be excited to work with MTS and another artist's team to adjust our concept and ensure that it's cohesive with the second mural's theme and/or color scheme.

Even counting for a very tense completion schedule, we are not planning to involve any subcontractors to work on this project. With the resources that our team possesses between the two large-scale facilities, headquarters here in San Diego and one in Northern California, we are confident that we can keep up with the challenging timeline and complete the mural in time. We confirm that we have the insurance coverage meeting the requirements, and that this proposal will remain valid for a period of one year from the date of the submittal, including the proposed maintenance part beyond the requested minimum of 5 years after the completion.

Thank you for considering our proposal. We look forward to the possibility of collaborating with San Diego MTS to make this vision a reality and leave a lasting legacy for generations to come.

Warm regards,

Maria Titova,
Executive Director



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Farallon Design Inc. DBA Rainforest Art Project

EXPERTISE

For over two decades, we've been working with numerous communities around California and beyond to create extremely durable public art productions that reflect their unique heritage and identity. We are a team of professional artists and educators dedicated to artistic innovation and community enhancement.

Our portfolio includes a diverse range of projects, from welcome and wayfinding signs to durable custom benches, intricate mosaic murals, and interactive sculptures that invite people to engage with their surroundings. Each project is tailored to the specific needs and context of its location, resulting in artworks that not only beautify the space, but also serve as catalysts for social connection and dialogue.

EXPERIENCE

Northern California Expansion

2019 - PRESENT

- Full-scale studio opens in Chico, CA to serve the counties of Butte, Orland, Colusa, and currently the entire Northern CA region. Large-scale community art projects are created for the cities of Oroville, Chico and Redding, combining the best engineering and construction practices with a creative artistic blend of traditional and innovative techniques, including sculptural metal work, stained glass windows, free standing mosaic sculptures and more.
- Multiple partnerships with schools support the growing request for beautification and creativity in the educational school system.

Rebuilding Paradise

2018 - 2024

- In the aftermath of the devastating Camp Fires, Rainforest Art Project lept into action to help rebuild the city of Paradise, CA, bringing art and healing to hundreds of students and families.
- Design and consistent branding development for every school in the district; collaboration with architects on new schools construction and beautification
- Community Partnerships - North Valley Community Foundation, Rotary Clubs, Museums, Parks & Recs.

Growing Creative Family

2011 - PRESENT

- Partnerships with Price Charities Foundation, Burnham Foundation, County Offices of Education - numerous permanent art projects created for the downtowns, schools, community libraries, serving the youth and families in San Diego, Imperial Valley, Central California, and White Mountains Apache Tribe in Arizona.

ACHIEVEMENTS

Healing Art

- We partner with the Success Optimist Club and the San Diego Zoo to bring therapeutic art experiences to cancer patients at Kaiser Permanente Hospital, resulting in the permanent transformation of the entire floor of the hospital building with multiple mosaic panels, stained glass windows and room ceilings murals.
- The program's success brought partnerships with Rady's Children Hospital with the construction of the 'Little Tree & Friends' healing garden - an interactive space with whimsical fantasy of mosaic animals and translucent butterflies. Formed from steel, stained glass and fiber-glass reinforced concrete.
- Children's Hospital in Madera, Central California - design and development of the new Paramount Farms wing, including installation of 20ft long 3D mosaic panels.

Valley of Mosaics

- We worked with the City of Imperial to create hundreds of mosaic artworks that transformed the entire city. Completed projects include welcome signs, sculpture garden, stained glass bus stops. Projects created in collaboration with the Desert Museum, Ocotillo Wind Energy company, numerous school sites across the entire Imperial Valley.

Long-lasting Partnerships

- San Diego Unified School District
- Imperial County Office of Education
- Butte County Office of Education
- Colusa County Office of Education
- Midway Museum, San Diego, CA
- Rotary Club of Paradise
- North Valley Community Foundation

AWARDS

State of California Senate Certificate of Recognition, 2021

California Legislature Assembly Certificate of Recognition, 2021

People's Choice Orchid Award, 2008

REFERENCES

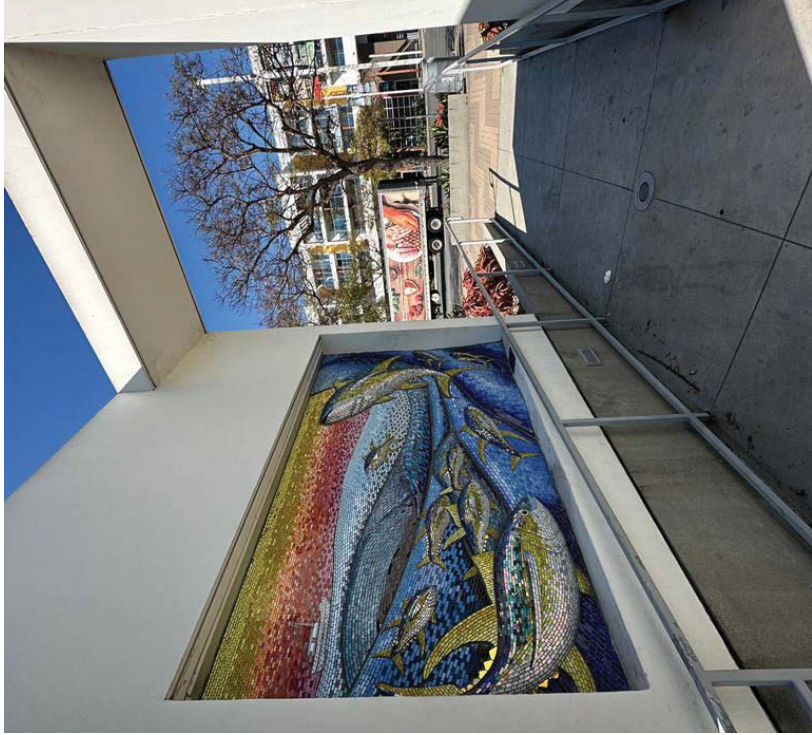
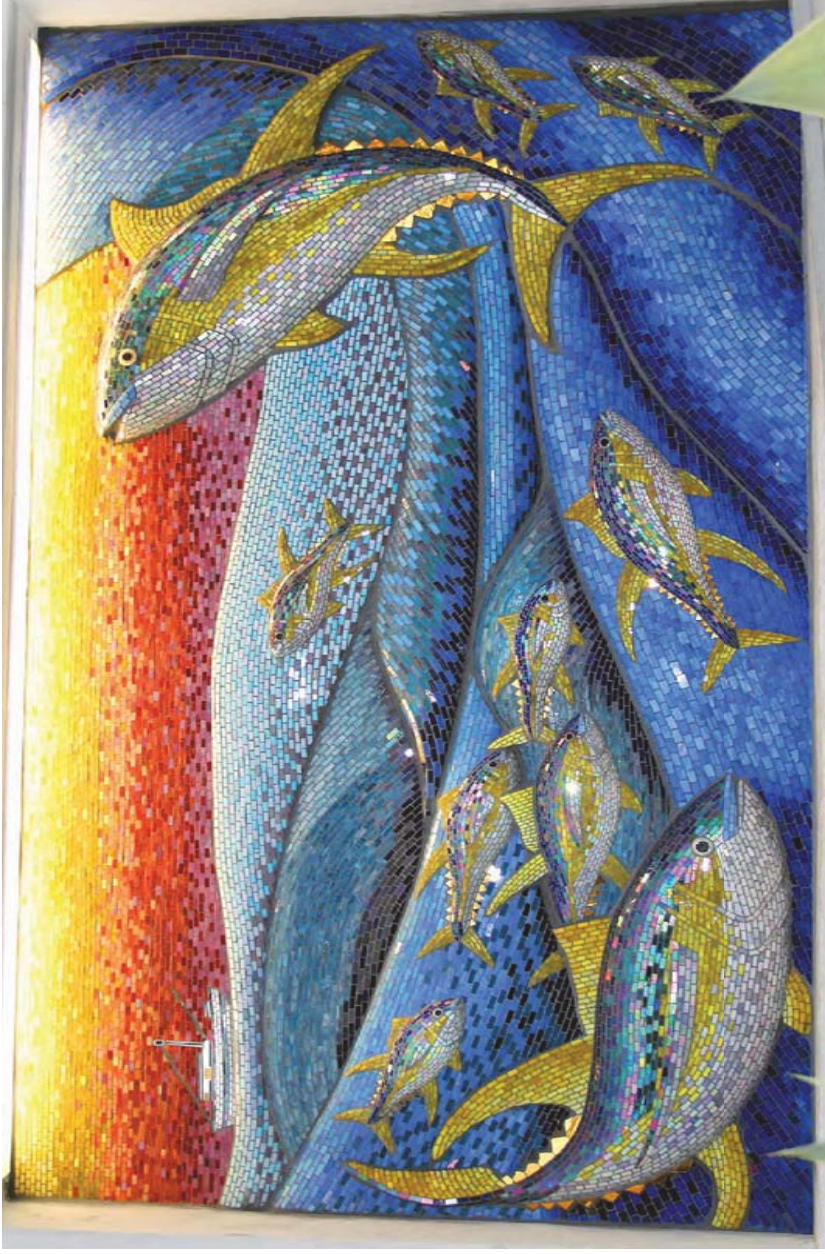
1. **David Rogers** - Principal Architect, **NICHOLS, MELBURG & ROSSETTO ARCHITECTS + ENGINEERS**; rogers@nmr.com, (530) 990-0416
2. **Victor Nava** - Executive board member of the Imperial Valley Regional Chamber of Commerce, Development Officer and Community Leader; vnava@suncommunityfcu.org, (760)234-6094
3. **Ann Bossler** - Director Program Development at Price Philanthropies; Chair of the the City of San Diego Commission for Arts and Culture abossler@pricephilanthropies.org ; (858) 442-6885
4. **David Pittman** - Mayor of the City of Oroville; dpittman@cityoforoville.org; (530) 538-2401 x1604
5. **Dawn R. Nevers** - Deputy Chief Administrative Officer, Butte County Administration; dnevers@buttecounty.net; (530) 370-2274

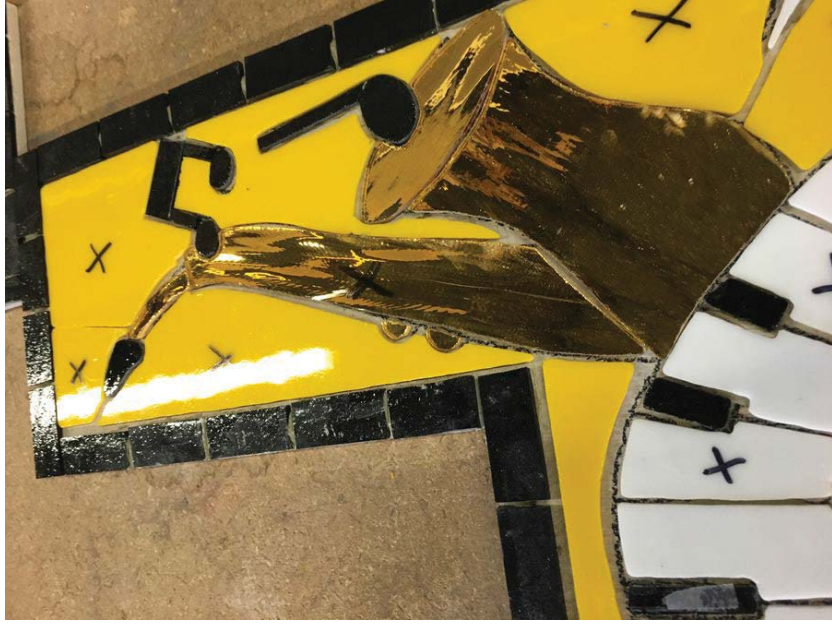


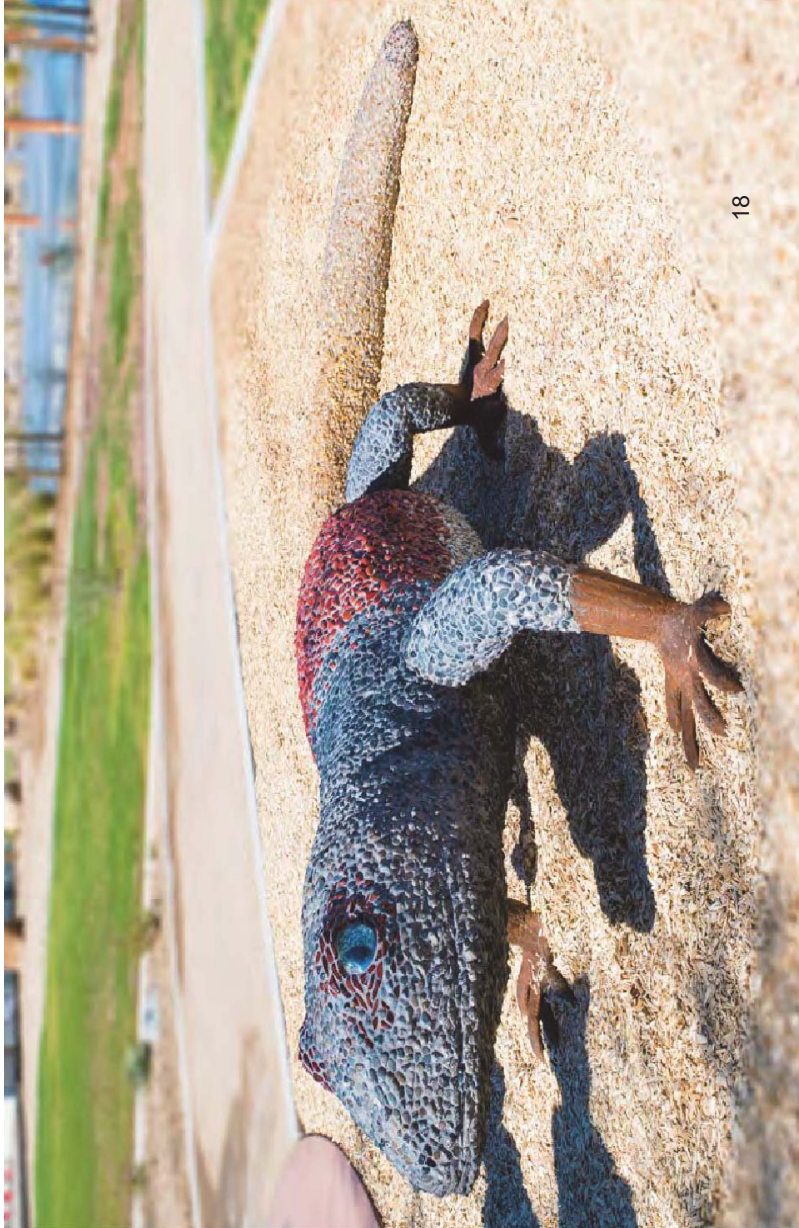


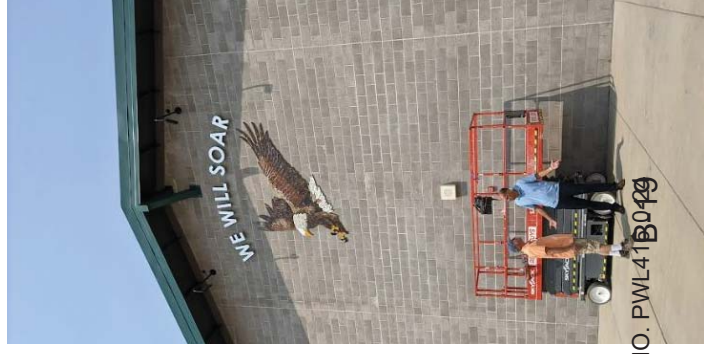
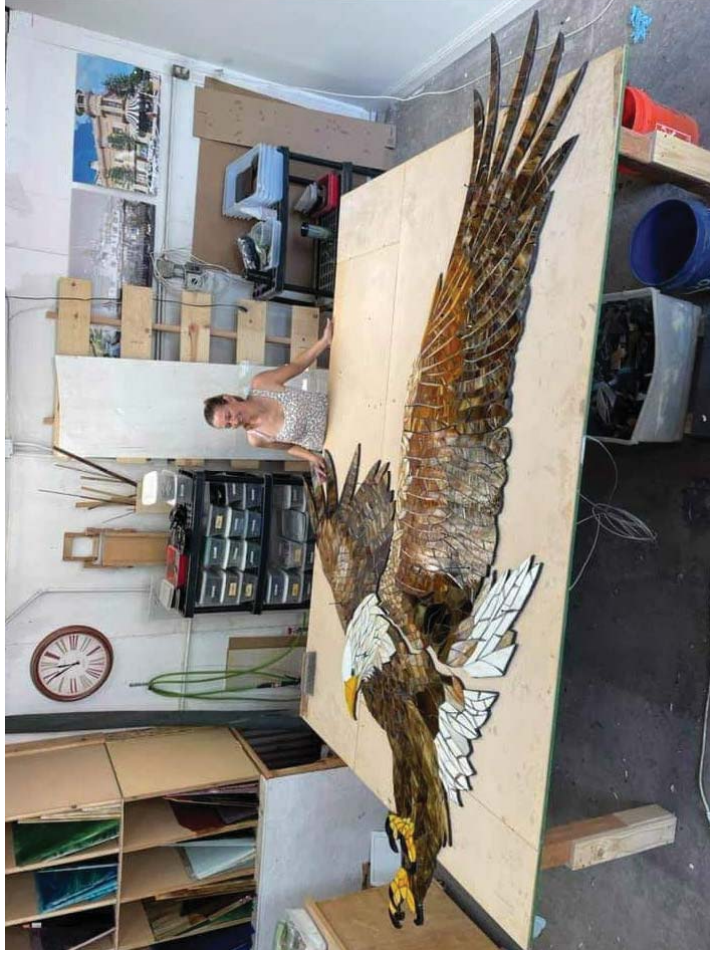


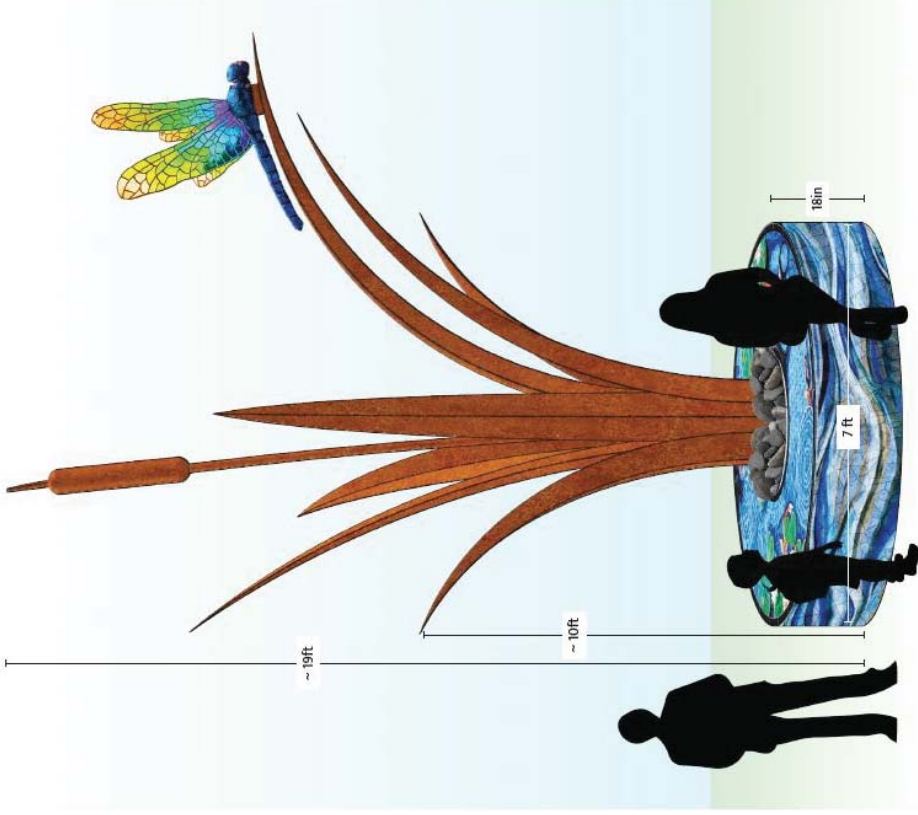










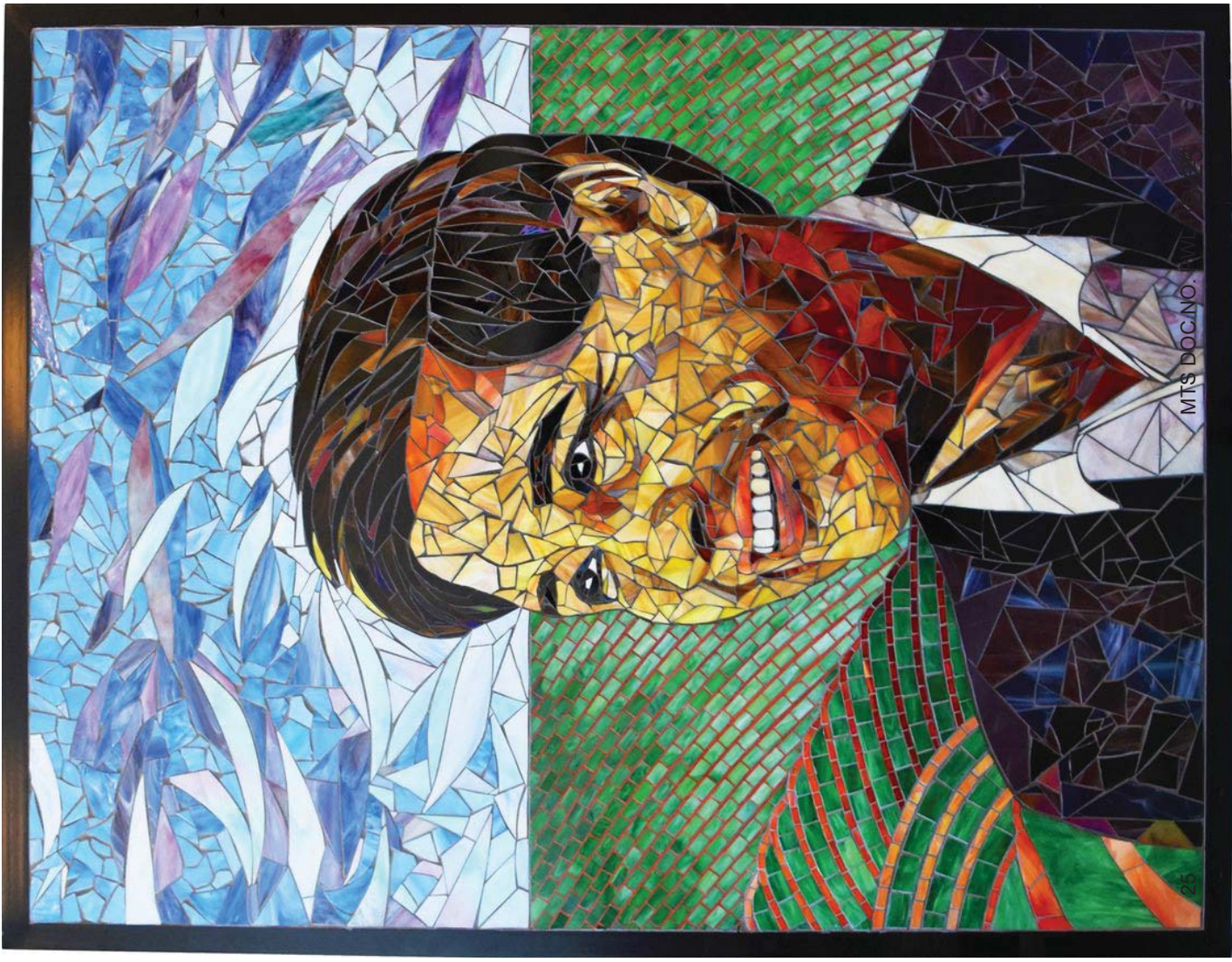












Farallon Design Inc. DBA Rainforest Art Project

Annotated Image List

1) The Ascent Mural

- ❖ Location & Commissioning agency: Diamond Hotel, Chico, CA
- ❖ Project timeline: October, 2020 - June, 2021
- ❖ Project cost: \$75,000
- ❖ Medium: Concrete board with hand-sculpted high-density architectural foam adhered, covered with fiberglass mesh and polymer coatings; Mosaic finish is a combination of stained glass tiles
- ❖ Dimensions: 10' w. x 6' h.
- ❖ Theme: Chinook salmon in their struggle for survival, fighting their way upstream in Upper Bidwell Park. The rare bas-relief mosaic style was used to augment the depth of the scenery and create a strong sense of motion for the fish and water in the foreground.

2) Wilson Tiger Bench

- ❖ Location: Wilson Middle School, San Diego, CA
- ❖ Commissioning agency: San Diego Unified School District with the support of Price Philanthropies
- ❖ Project timeline: September, 2013 - July, 2014
- ❖ Project cost: \$55,000
- ❖ Medium: architectural foam, welded armature, mesh, concrete, polished stones
- ❖ Dimensions: 10' x 4' x 5'
- ❖ Comments: Due to the modernization plans, the sculpture was successfully relocated to the newly built school campus in August 2021

3) Iggy and the Iguanas

- ❖ Location: Herbert Ibarra Elementary school, San Diego, CA
- ❖ Commissioning agency: San Diego Unified School District with the support of Price Philanthropies
- ❖ Project timeline: January 2013 - December, 2014
- ❖ Project cost: \$78,000
- ❖ Medium: architectural foam, mesh, concrete, custom ceramic and glass mosaic
- ❖ Dimensions: 13' x 11'

4) Children's Rainforest

- ❖ Location & Commissioning agency: Kaiser Permanente Hospital Mt. Zion in San Diego, CA
- ❖ Project timeline: January, 2005 - December, 2008
- ❖ Project cost: \$480,000
- ❖ Medium: stained glass, custom glass and ceramic mosaic tiles
- ❖ Dimensions: multiple mosaic panels, each is 20' x 2'; multiple stained glass windows, each is 2'x5'
- ❖ Comments: This three-year project involved partnership with San Diego Zoo and Success Optimist Club. It changed the blank institutional look of the entire floor of the hospital, and gained recognition with the People's Choice Orchid Award upon completion in 2008.

5) Ocean Nomads

- ❖ Location: Mercado del Barrio, San Diego, CA
- ❖ Commissioning agency: Shea Properties and Burnham Foundation
- ❖ Project timeline: April, 2013 - September, 2013
- ❖ Project cost: \$25,000
- ❖ Medium: high-density architectural foam, mesh, concrete and stained glass mosaic
- ❖ Dimensions: 9' x 5'
- ❖ Comments: Working with the Barrio Logan community on developing the concept for this central art piece, it was crucial to find the theme that would not only be as bright as the famous Chicano Park, but would also highlight the local nature and history. With this, Ocean Nomads mural became a poem to the ocean, magnificent fish and hardworking fishermen of the past.

6) Jimmie Cannon Theater Sign

- ❖ Location: El Centro, CA
- ❖ Commissioning agency: Central Union High School District
- ❖ Project timeline: August, 2019 - December, 2019
- ❖ Project cost: \$26,000
- ❖ Medium: Cement backing board, variety of stained glass tesserae
- ❖ Dimensions: 37' x 4'

7) Alyce Gereaux Lizards

- ❖ Location: Alyce Gereaux Park, Brawley, CA
- ❖ Commissioning agency: Kimley – Horn and Associates, Inc.
- ❖ Project timeline: June, 2016 - June, 2017
- ❖ Project cost: \$210,000
- ❖ Medium and dimensions: Two Lizard sculptures - welded steel, fiberglass mesh, concrete, polished stones; each is 9' x 20"x 25"; Welcome Sign – concrete foundation, cast copper and turquoise
- ❖ Comments: Working alongside the architects, the Rainforest Art Project team participated in designing and planning of the park space and facilities. Students from several neighborhood schools were involved in developing the overall theme for the park, inspired to look deeper and discover the hidden beauty of the local species, oftentimes so small that they go unnoticed.

8) Soaring Eagle Mural

- ❖ Location: Paradise Ridge Elementary School, Paradise, CA
- ❖ Commissioning agency: Paradise Unified School District & Rotary Club of Paradise
- ❖ Project timeline: January, 2021 - August, 2021
- ❖ Project cost: \$21,000
- ❖ Medium: Cement backing board, variety of stained glass tesserae
- ❖ Dimensions: 8' x 10'

9) Dragonfly Sculpture & Bench

- ❖ Location & Commissioning Agency: Caldwell Park, City of Redding, CA
- ❖ Project timeline: January, 2021 - January, 2022
- ❖ Project cost: \$77,000

- ❖ Medium: Dragonfly Sculpture: plasma-cut steel, aluminum, high-density architectural foam, mosaic materials & tempered glass; Bench: concrete foundation with mosaic finish (custom stained glass, ceramic, stones)
- ❖ Dimensions: Bench - 7ft in diameter; Dragonfly Sculpture - 19 ft high

10) The Feather River Art Wall

- ❖ Location: Table Mountain Blvd., City of Oroville, CA
- ❖ Commissioning agency: City of Oroville
- ❖ Project timeline: 2023 - 2025
- ❖ Project cost: \$450,000
- ❖ Medium: Cement backing board, variety of mosaic materials and stained glass tesserae
- ❖ Dimensions: 60 panels, each one is approximately 80" x 16"

11) CALTRANS Transportation Art Steel Sculptures

- ❖ Location: SR 70 and Montgomery Avenue and SR 162 Interchanges, City of Oroville, CA
- ❖ Commissioning agency: City of Oroville, CA
- ❖ Project timeline: February, 2023 - June, 2023
- ❖ Project cost: \$400,000
- ❖ Medium: laser-cut, 1/4" cold-rolled steel with stained glass mosaic insets
- ❖ Dimensions: 8 sculptures total, 6 @ 4' x 4'; 2 @ 5' x 8'
- ❖ Comments: part of the Clean CA Local grant Program

12) Tiger Logo Pavement Mosaic

- ❖ Location: Wilson Middle School, San Diego, CA
- ❖ Commissioning agency: San Diego Unified School District
- ❖ Project timeline: April, 2020 - August, 2020
- ❖ Project cost: \$15,000
- ❖ Medium: Traditional smalti mosaics
- ❖ Dimensions: 4ft in diameter

13) City of Mosaics

- ❖ Location & Commissioning Agency: City of Imperial, CA
- ❖ Project timeline: September, 2012 - July, 2017
- ❖ Project cost: \$420,000
- ❖ Medium: Stained glass and tempered glass panels
- ❖ Stained Glass Panels Dimensions: 5' x 3' each
- ❖ Comments: Multiple mosaics, sculptures and stained glass bus stops (featured)

14) Cesar Chavez Portrait

- ❖ Location: Cesar Chavez Elementary School, San Diego, CA
- ❖ Commissioning agency: San Diego Unified School District
- ❖ Project timeline: January, 2016 - August, 2016
- ❖ Project cost: \$23,000
- ❖ Medium: Cement board, custom stained glass mosaic tiles
- ❖ Dimensions: 4.5' x 6'



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San Diego, CA 92113

Dear Steve Augustyn,

Bringing diverse mediums together to create murals and mosaic art that reflect the marvels of our natural world is what makes our job thrilling. This is an extraordinary time for the innovation in arts, when new products such as dichroic glass can be blended with the traditional, like bronze or Venetian smalti mosaics to create truly unique, low-maintenance and durable works of art. We study our subjects in great depth before selecting from our broad palette, to represent them in a way that goes beyond their physical character giving them a genuine sense of vitality and personality.

From the stunning sculptural mosaic mural memorializing San Diego's historic tuna fleet to the giant interactive 18-foot tall Dragonfly sculpture, we are obsessed with pushing the creative envelope. Since 2002, the very foundation of our company, we've grown into a strong, well-coordinated team of 14 employees, working seamlessly between the two 3,000+ sq.ft. facilities in San Diego and Chico in Northern California. Through the extensive work with multiple schools districts and architectural companies, we've established a reliable process of creating large-scale public artworks, which gives us confidence that we will fully meet all the requirements of the scope of work.

We would be honored to work with you and the community of Chula Vista to finalize the design for the mural, with respect to the history, nature and rhythm of the area, and express people's aspirations for the brighter future through the extremely durable, symbolic and meaningful artwork.

Sincerely,

Maria Titova,

Executive Director



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Design Concept Description

Retaining Wall Mural East Bound Platform at E Street Transit Center

With nature giving the inspiration to this project, we'll bring the past and future together, using the newest technology and traditional mosaic techniques to create a tribute to the people who were living in this area for thousands of years, and to provide inspiration to the ones living here today, and those coming tomorrow.

Location itself is unique in a way as it lies on the very edge between the coastal environment with the San Diego Bay National Wildlife Refuge on the Bay side of the I5 freeway, and the dense diverse urban landscape on the other side of the platform.

Our concept will bring the splendid colors of the ocean and unique ecosystem of the south bay into the busy everyday life, inviting people to cross the bridge and walk to the bay. The flow of the mural will go from South to North, so the cars exiting the freeway will gain the feeling of going with the flow of the wave, immersing into it as they slow down.

The focal point of the mural will be 10 mosaic panels depicting the incredible animals and birds of the bay. Gray whale, leatherback turtle, seagull, white heron, pelican, red-sided garter snake and more - similar to people, some are traveling and stop by to have a rest here, others make it a home. Each panel will be at least 25sq. ft. and will have a half-inch thick concrete board to provide a stable substrate for the mosaic, with the laser-cut steel frame bringing the strong protection to the edges and the solid visual outline to each character.

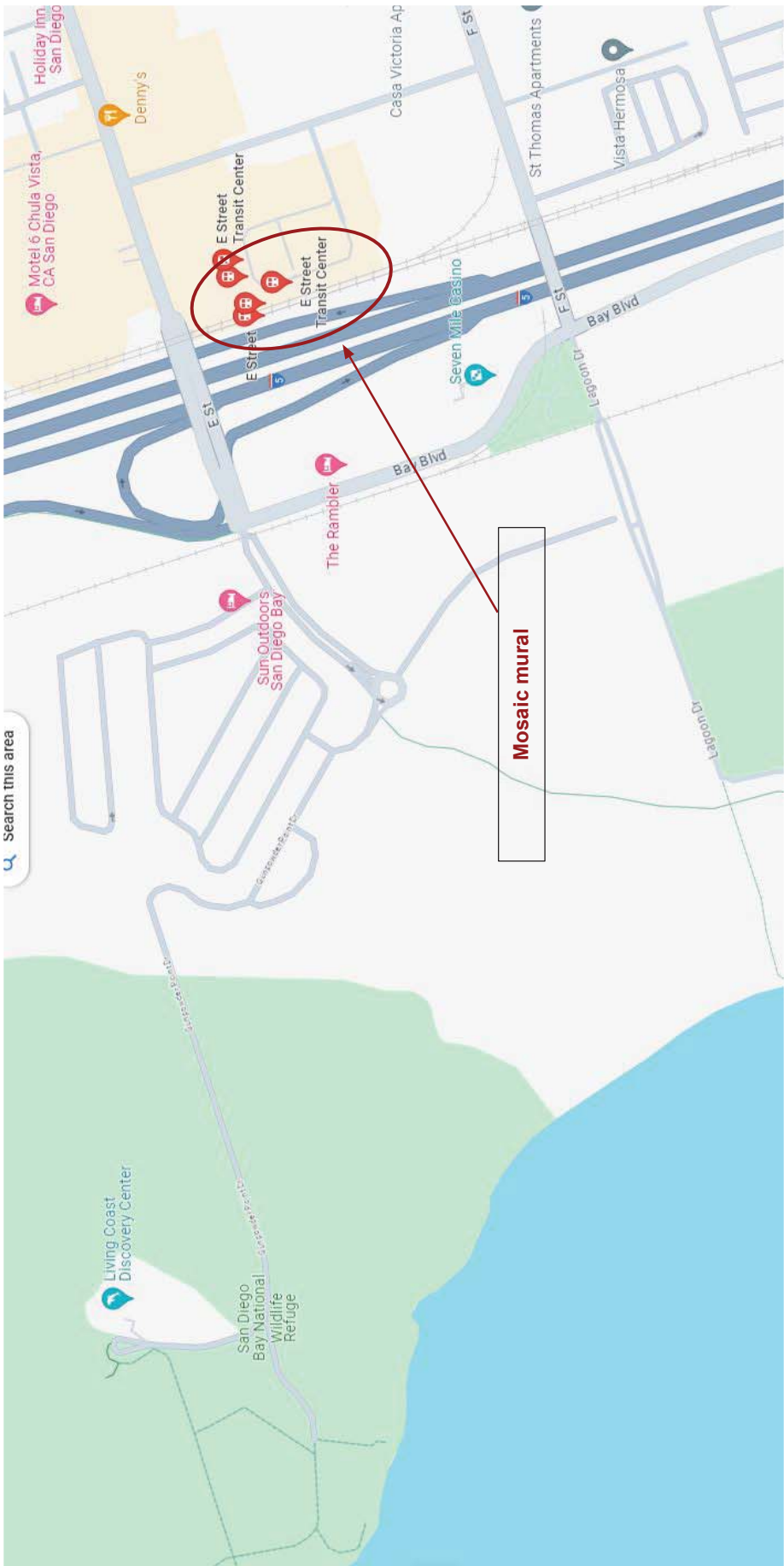
The steel will be covered with the rust-colored finish, with a rich texture and color resembling the ceramics of the Native Americans, such as Kumeyaay ollas. Mosaic insets on each panel are inspired in their style by the intricate basket-weaving techniques, adding the contemporary and bold choice of colors. Mosaic is among the first art forms, surviving for thousands of years from ancient Mesopotamia to Pompei. With this same dedication to quality and craftsmanship, it is certain that the materials used will not only bring cultural connections, but will also make the mural extremely durable in the harsh elements, preventing the unwanted change in the look of the mural over the time, as well as allow for a very low maintenance.

Weaving the story together, the stylized, simple yet eye-catching painted background will cover the entire wall. It will start with the dark blue on the bottom, standing for the ocean in the West; the strike of reds and oranges brings the element of Earth and warmth of the desert stretching to the East; with the light blues representing the sky and the wind - like the Ocean, the Earth and the Sky, we are all one.

Counting for the challenges of this project, such as the speed of the freeway traffic and the lack of the pedestrian access to the area, we will use clear-to-see patterns and larger areas of bright colors in the mosaics, so the visual message is "readable" from a distance or while passing by at a high speed.

We also propose to create two informational signs to be installed on each of the platforms, to tell the story of the mural and provide more historical information. This will be an important beacon for people to explore what is sitting right under their feet, as well as an efficient measure to preserve the integrity of the artwork and keep the surrounding area clean.

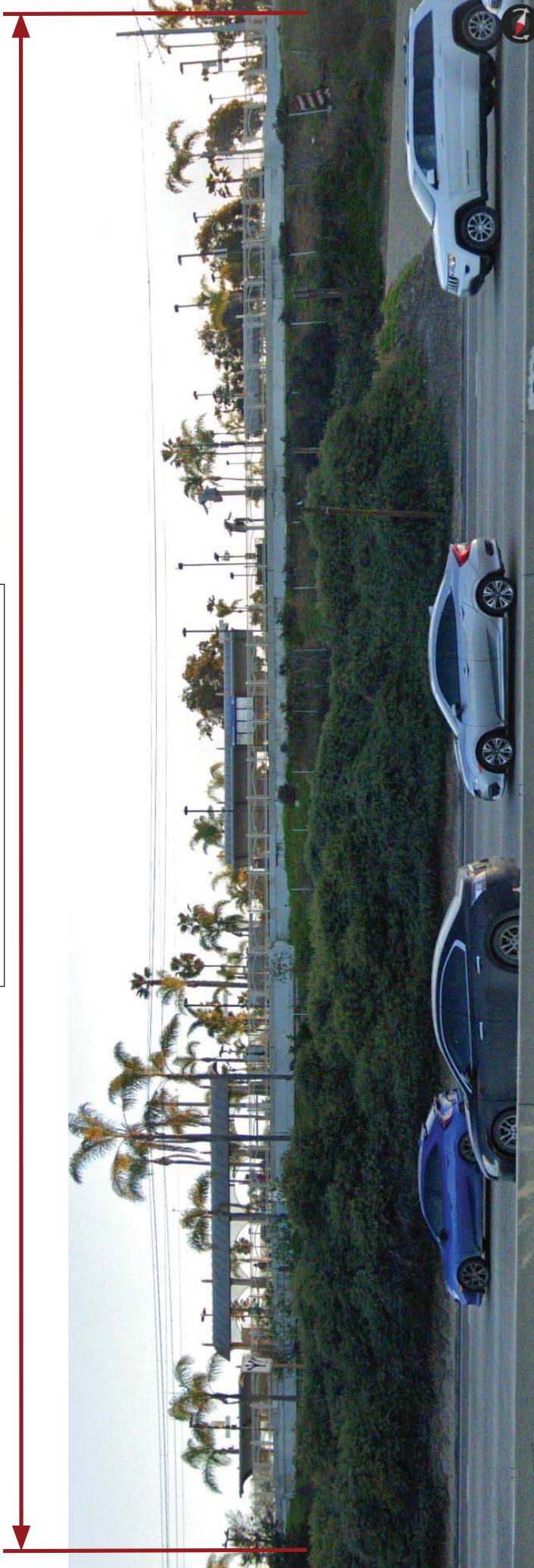
Retaining Wall Mural of the East Bound Platform at E Street Transit Center



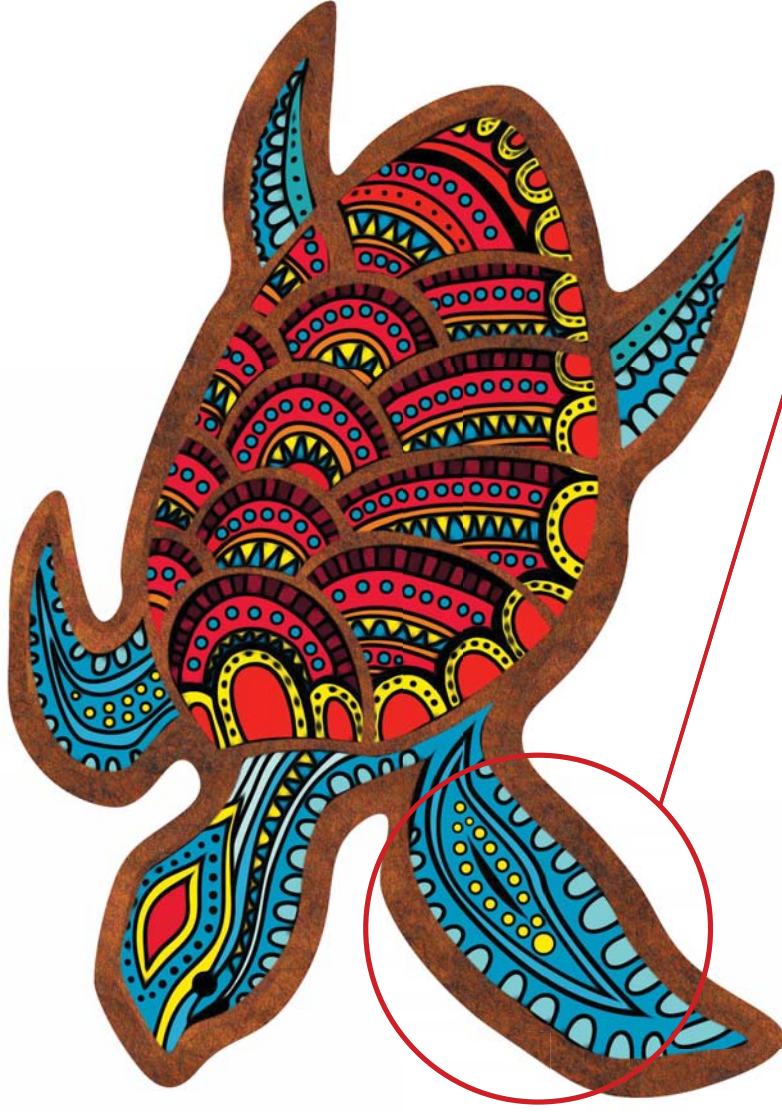
Retaining Wall Mural of the East Bound Platform at E Street Transit Center



~ 325 ft - The proposed span of the mural

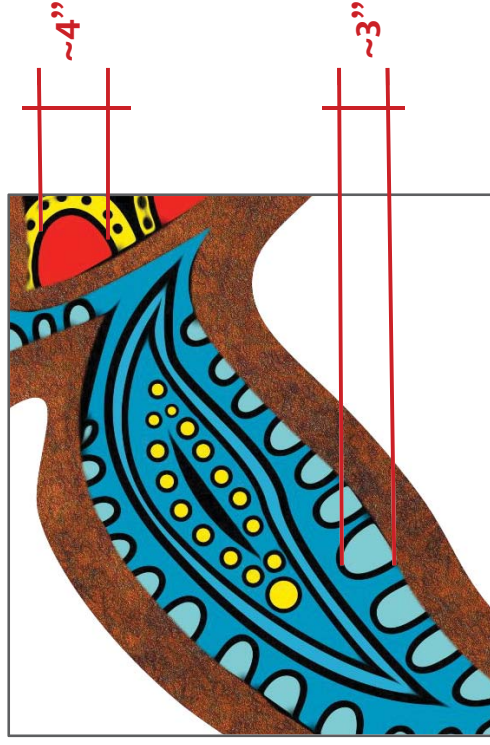


Retaining Wall Mural of the East Bound Platform at E Street Transit Center - MOSAIC PIECES DIMENSIONS



Close up view

Actual mosaic pieces size variations



Retaining Wall Mural of the East Bound Platform at E Street Transit Center - WHALE SECTION



Before

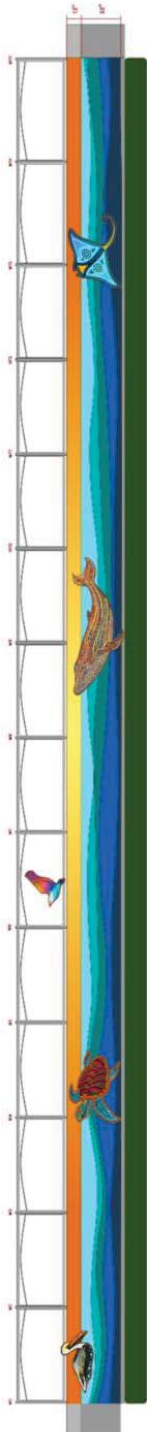


After - Example of the simplified background

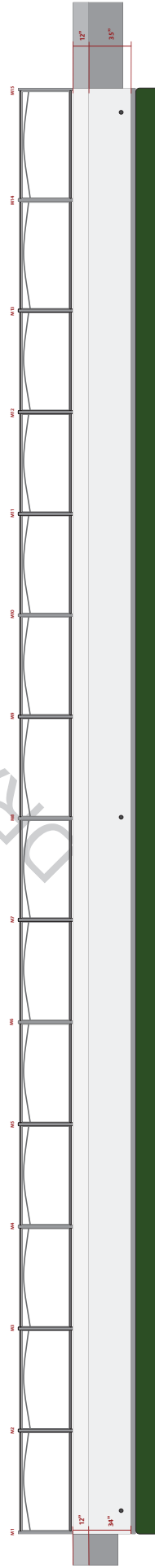
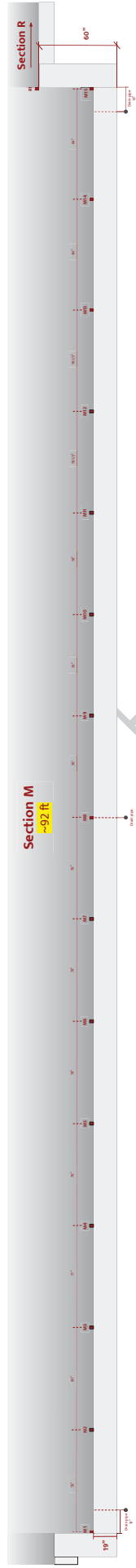
Retaining Wall Mural of the East Bound Platform at E Street Transit Center

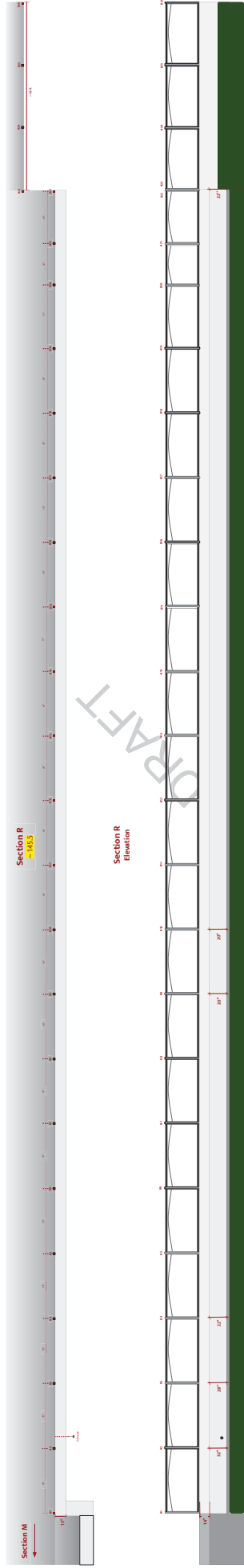


Before



After - Revised & scaled mockup
***We suggest to use the shelf as the horizon line; the sky above and the ocean below





Retaining Wall Mural of the East Bound Platform at E Street Transit Center



The first section, starting the whole “wave” of the mural on the right-hand side (when facing the retaining wall)

Proposed Materials



Frame for the mosaic panels:
1/4" cold rolled steel, laser - cut



Mosaic Example

Retaining Wall Mural of the East Bound Platform at E Street Transit Center



The last section, closing off the “wave” of the mural on the left-hand side (when facing the retaining wall)



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Work Plan Narrative

Work at the location

Prep the surface: After the wall is pressure washed, and the old non-functioning electrical pipe is removed from the northern part of the wall (see picture below), our team will examine the wall for the quality of the surface, complete the cleaning and scraping if necessary, to bring it up to the best condition, and do the final mark up for the exact placement of each panel, making sure that all of the drainage pipes and other structural components are not obstructed.



Painting the background: Several artists will be working on the painted background, followed by the installation of the panels. Painted mural background will be completed within 5 business days.

Installation: Mosaic panels will be installed with Tapcon screws 3/16" x 1 3/4" and secured to existing masonry with epoxy adhesive. Installation of all the panels can be finished within 2 days. We will keep a full record of the installation details, including the exact placement of the Tapcon screws; with this if any unforeseen damage occurs to the mosaics, it will be easy to demount the panels and execute full repairs in the studio. Our team will be fully responsible for cleaning and removing materials once complete.

In-studio work

While one team will be assigned to the preparation of the wall and working site itself, we will run the steel laser-cut operations for the framing over at our Northern California facility. Artists working at both NorCal and San Diego studios will be responsible for an expedited mosaic fabrication process for the proposed 10 mosaic panels. Mosaic panels will be delivered to the site fully assembled, ready for the installation.

Proposed list of materials

Mosaic is an extremely durable art form, it can be easily washed from dust, as well as any graffiti, thus the key parts of the mural won't require any special protection from the elements and/or graffiti. The same durability and ease of maintenance applies to the rust-colored patina that we propose to use for the steel framing of the mosaics. As for the painted background, we will use the most durable exterior paints, along with the appropriate UV protection. We are able to provide a full list of specifications for all the materials used, including stained glass mosaic materials, adhesives, grouts, backing boards, steel, paints and finishes.



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Maintenance Plan

Retaining Wall Mural East Bound Platform at E Street Transit Center

The mosaic murals proposed as a public community artworks for the Retaining Wall of the East Bound Platform at E Street Transit Center, will be created with the highly durable materials, which allow for the exceptionally low maintenance. Mosaics can be easily pressure washed and maintained in their fresh colors. For the first five years after the installation, the Rainforest Art Project team will execute quarterly check-up inspections and necessary maintenance works, such as pressure-wash cleaning and any repairs needed, such as single or a few missing/ broken tiles or cracks. In case of any minor damage due to the water/weather/vandalism, all of the repair works can be performed on site within several business days up to a couple weeks, depending on the scale of the damage. The Rainforest Art Project team will provide a full report for the planned maintenance works within 5 business days of the quarterly inspection, and execute the repairs right after the inspection and/or notification from MTS requesting additional repairs to be performed due to any vandalism/ weather damage.

There's no maintenance required for the steel component of the panels, since the patina coat will protect the steel beyond the five-year term, and the visual effects of the weathering will follow the original look.

In case of the major loss due to any unforeseen circumstances beyond normal tear and wear (ex.: earthquake, or any other accidents resulting in structural damage to the wall itself), the Rainforest Art Project team will help to pull down the panels and transport them to the studio for the repairs & reconstruction to be completed. If this large-scale work is required, the Rainforest Art Project team will provide a detailed report and estimate within 5 business days from the notification date.

Beyond the guaranteed five-year term, once a year check-up inspections and clean up works are required, and in case of damage or any loss due to vandalism and/or weather conditions, and any unforeseen circumstances, please contact Rainforest Art Project team first. In case of minor damage to mosaics, such as single or a few missing/ broken tiles, the Rainforest Art Project will replace them at no cost. Any major damage will require a separate inspection from the Rainforest Art Project. Full report and quote for the repair works will be further provided.

EXHIBIT B
CONTRACTOR'S COST/PRICING FORM

DRAFT

PWL416.0-24
E Street Chula Vista Murals RFP
Mural 1 - Retaining Wall North of E Street

**** Fill in the Green Cells ** - WE'RE NOT APPLYING FOR THIS ONE**

#	Description	# of Hours	Hourly Rate	Extended Total
1	Design and Concept Development	480.00	\$75.00	\$ 36,000.00
2	Preparation of Worksite	120.00	\$50.00	\$ -
3	Mural Artist Painting	1598.00	\$120.00	\$ 191,760.00
4	Materials (<i>excluding tax</i>)			\$ 174,250.00
5	Overall Total:			\$ 402,010.00

After Completion Clean-Up and Maintenance (All Labor and Materials shall be included and all-inclusive in the Hourly Rate)			
Year	Estimated # of Hours	Hourly Rate	Extended Total
Year 1	20.00	\$50.00	\$ 1,000.00
Year 2	20.00	\$50.00	\$ 1,000.00
Year 3	20.00	\$50.00	\$ 1,000.00
Year 4	20.00	\$50.00	\$ 1,000.00
Year 5	38.00	\$50.00	\$ 1,900.00
Overall Total:			\$ 5,900.00

**Total Cost for Base & Clean-Up and Maintenance	\$ 407,910.00
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****For all items, total costs shall be all-inclusive, including, but not limited to, transportation, materials, travel, insurance, etc. No additional costs are allowed.**

EXHIBIT C
STANDARD AGREEMENT, INCLUDING STANDARD CONDITIONS

DRAFT

CONTRACT TO FABRICATE AND INSTALL ARTWORK

THIS CONTRACT is made and entered into on _____, 2024, by and between **SAN DIEGO METROPOLITAN TRANSIT SYSTEM**, a public agency, ("MTS") and _____ ("ARTIST").

RECITALS

WHEREAS, MTS intends to procure artwork as part of the _____ (the "Project"); and

WHEREAS, ARTIST has prepared and submitted an Artwork Conceptual Design Proposal that has been accepted by MTS; and

WHEREAS, MTS and ARTIST desire to enter into a contract for ARTIST to construct artwork for the Project in accordance with ARTIST's Artwork Conceptual Design Proposal as defined below.

WITNESS

MTS AND ARTIST MUTUALLY AGREE AS FOLLOWS:

7.1. ARTWORK DEFINED

The work of art (the "Artwork") to be supplied under this Contract must be the same as that Artwork described in ARTIST's Artwork Conceptual Design Proposal (hereinafter "Proposal"). A true and correct copy of the Proposal is attached hereto as Exhibit A and incorporated herein by this reference

7.2. EFFECTIVE DATE

This Contract commences on the date first hereinabove appearing and expires upon completion of the Maintenance Plan, unless sooner terminated or cancelled in the manner provided under Articles 17, 29 and 30 below.

7.3. TOTAL CONSIDERATION

The total consideration paid to ARTIST may not exceed, in the aggregate, the sum of \$TBD, which will be paid in accordance with the Payment Schedule attached as Exhibit A to this Agreement.

ARTIST is responsible for payment of any state or local sales taxes. ARTIST represents and warrants that MTS will have no obligations regarding payment of any commissions or any other obligation pursuant to ARTIST's agreements with galleries or agents and ARTIST is solely responsible for such obligations. ARTIST agrees that the total consideration includes any amounts ARTIST is obligated to pay to galleries or agents, if any.

7.4. METHOD OF PAYMENT

Upon completion of each phase of fabrication and installation as set out in the Artwork Budget included as part of the Proposal (Exhibit A), ARTIST must remit an invoice for review and approval by MTS to ap@sdmts.com. Payment of each approved invoice will be made by MTS within 30 days after receipt. MTS reserves the right to withhold payments if MTS's site visits indicate that the progress of the Artwork is not in accordance with the Proposal or Contract requirements. MTS will provide notice to ARTIST of the reasons for withholding payment within 7 days after receipt of the invoice.

7.5. SCOPE OF SERVICES

See Exhibit A.

7.6. AUTHORIZED REPRESENTATIVES

The person designated in Article 31 to provide formal notices to ARTIST may designate, in writing, one or more Authorized Representatives to interact with the ARTIST regarding the production and installation of the Artwork. ARTIST must communicate with and take direction from Authorized Representatives acting within the scope of the written designation. This may include construction management personnel acting as consultants for MTS.

7.7. WORK SCHEDULE

ARTIST may not commence performance of any of the services identified in Section 5 above, until ARTIST receives a Notice to Proceed (NTP) from MTS. ARTIST must dedicate such time and effort as is necessary to fulfill ARTIST's obligations to completely finish and install the Artwork pursuant to this Contract in accordance with the Artwork Fabrication and Installation Schedule contained in the Proposal (Exhibit A). Time and strict punctual performance are of the essence to this Contract. MTS and ARTIST may agree to modify schedule. The revised schedule will be signed and dated by both parties, and will be attached and labeled as the Revised Schedule. ARTIST must respond within 7 days to any inquiry from MTS regarding the progress of the design for the Artwork.

7.8. MTS PRIOR APPROVAL OF ARTWORK

ARTIST must submit the following to MTS for technical approval: specifications that reflect compliance with MTS technical requirements and a digital image of the Artwork, as described in the Proposal (Exhibit A). MTS provided the relevant technical requirements during the development of the Artwork Conceptual Design Proposal, and the price proposed includes compliance with those requirements. The relevant technical requirements are attached as Section 5 and incorporated into this Contract. ARTIST may not begin to fabricate the Artwork until MTS has approved the specifications and digital image. MTS reserves the right to require ARTIST to modify the proposed Artwork to meet safety, aesthetic and/or technical requirements. MTS will specify any required material changes and document safety and/or technical requirements that justify such material changes within 30 days after delivery by ARTIST of the digital image. If MTS imposes additional technical requirements after Contract execution, that were not included in the technical requirements identified in Section 5, and such technical requirements cause an increase in cost for ARTIST to complete and install the Artwork, ARTIST may submit a written request for an equitable adjustment in the Total Consideration; any such equitable adjustment will be reflected in an amendment to this Contract. ARTIST must receive written approval by MTS of the Artwork digital image before ARTIST commences fabrication of the Artwork.

7.9. INSTALLATION OF ARTWORK

- A. At least 25 days prior to ARTIST's planned arrival at the Project site to begin installation, ARTIST must provide MTS with a Work Plan submittal detailing how ARTIST intends to accomplish the installation, including planned labor, equipment, materials, schedule and duration of work, installation methodology, access route (which must comply with MTS's Stormwater Pollution Prevention Plan (SWPPP)), and clean-up.

- B. At least 14 days in advance of the ARTIST's planned arrival at the Project site to begin installation, ARTIST must attend a kick-off meeting with MTS to discuss the planned installation.
- C. The installation of the Artwork must meet or exceed the quality of the Project location's construction in all respects.
- D. While working at the Project site, ARTIST must work in such a way as not to delay MTS's operations or disrupt MTS or MTS's Contractor work. ARTIST must respond to reasonable requests by MTS to modify its installation activities to avoid unreasonably delaying or obstructing MTS's services and operations. Likewise, MTS will timely respond to ARTIST's reports, if any, that MTS or MTS's Contractors are unreasonably delaying or disrupting ARTIST's installation efforts.
- E. In accessing the Project site and performing the installation, ARTIST must comply with the terms of MTS's SWPPP, any applicable permits, and other general project requirements.
- F. The Artist will coordinate closely with MTS to ascertain that the Project Site is prepared to receive the Artwork. Artist must notify Agency of any adverse conditions at the Site that would effect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork.
- G. ARTIST is responsible for cleaning and protection of the Artwork until it is accepted by MTS. Once MTS is notified by ARTIST that the Artwork installation is complete, MTS will determine within 30 days whether it will accept the Artwork as installed.
- H. Within 30 days after completion of the Artwork, ARTIST must remove all excess materials and rubbish related to the Artwork installation from the Artwork site. ARTIST is prohibited from using MTS's trash receptables during installation and cleanup. ARTIST must restore the Artwork site (including the entire area affected by the fabrication and installation of the Artwork) to its prior condition if directed by MTS.

7.10. SAFETY

ARTIST must take all necessary precautions for the safety of employees on the work and the safety of other persons authorized to be present on the Artwork site. ARTIST must comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Artwork site. ARTIST must erect and properly maintain, at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and must post danger signs warning against the hazards created by such features of construction. If and when requested by MTS, ARTIST must deliver to MTS a copy of ARTIST's safety plan for conducting the work (the "Safety Plan"). MTS will have the right, but not the obligation, to require ARTIST to correct any deficiencies in the Safety Plan. If there are any inconsistencies between this Contract and the Safety Plan, then the Contract takes precedence.

ARTIST must comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 and the Labor Code. In addition to ARTIST's own safety procedures and any safety procedures required under Federal, state, or local laws or regulations, including compliance with the provisions of the California Occupational Safety and Health Act of 1973, ARTIST must

implement and enforce all safety requirements determined by MTS to be applicable to the performance of any work under this Contract.

7.11. QUALITY CONTROL

ARTIST must provide Quality Control (QC) for all items of work performed under this Contract, including the work of all subcontractors and suppliers both on-site and off-site. All costs for QC are deemed to be included in the total consideration.

For purposes of this Contract, QC is to be performed by ARTIST and is understood as the techniques, activities and inspections that sustain process and product control and measure the performance characteristics of a material, component, fabrication, installation, or system against specific contract acceptance criteria during work in-progress. QC refers to the act of taking measurements, testing, and inspecting a process or product to ensure that it meets Contract requirements. QC also includes the process of documenting all of these actions.

For purposes of this Contract, Quality Assurance (QA) is performed by MTS or its representative and is understood as the review, monitoring, observation, audit, and inspection or testing of work for assurance or verification purposes.

ARTIST must ensure that all Work is performed in accordance with applicable codes, standards, specifications and other special contractual requirements using qualified personnel and/or equipment.

7.12. PROPERTY DAMAGE

ARTIST must repair or replace any property damage (real or personal) caused by the acts or omissions of ARTIST or ARTIST's subcontractors and/or employees. ARTIST is solely responsible for all expenses and costs that may be necessary to comply with the requirements of this Article, and MTS has no responsibility or liability therefor. MTS may withhold payment if ARTIST has not completed any repair, replacement and/or restoration required under this Article. If ARTIST fails to repair or replace any damaged property as required by this Article within 30 calendar days after receipt of the written notice of such damage, MTS may undertake the required repairs, replacement and/or restoration at ARTIST's expense. MTS reserves the right to offset its costs of repairs, replacement and/or restoration against any payments owed to ARTIST.

7.13. STOP WORK ORDER

In addition to MTS's right to suspend work under any other provision of this Contract, MTS may require ARTIST to suspend all or part of the work called for by this Contract at any time for up to **90 days** after a written Stop Work Order is delivered to ARTIST, and for any further period as directed by MTS. The Stop Work Order will include a clear description of the work to be suspended and may also include guidance as to the action to be taken on subcontracts; and other requests for minimizing costs.

Upon receipt of a Stop Work Order, ARTIST must comply with its terms immediately and take all reasonable steps to minimize the cost associated with the work covered by the Stop Work Order during the period of work stoppage. Within the period specified by the Stop Work Order, or within any extension of that period to which the parties may agree, MTS may:

- Terminate the Work covered by the Stop Work Order, as permitted in Articles 29 and 30 .

- Cancel the Stop Work Order; or
- Allow the period of the Stop Work Order to expire.

ARTIST must resume work upon the cancellation or expiration of a Stop Work Order. An equitable adjustment will be made in the Work scope, Contract Price, or Contract time, as appropriate if:

- The Stop Work Order results in an increase in the time required for, or in ARTIST's cost properly allocable to, the performance of any part of this Contract;
- ARTIST asserts a claim for an adjustment within 30 days after the end of the period of work stoppage; however, if MTS decides the facts justify such action, MTS may receive and act upon any such claim asserted at any time prior to final payment under this Contract; and
- The Stop Work Order was not caused by ARTIST's default or other act or omission within the control or responsibility of ARTIST.

Any cost due to a Stop Work Order issued because of Contract noncompliance will be borne by ARTIST.

In preparation for and during suspensions of work, ARTIST must take every reasonable precaution to prevent damage to or deterioration of the work. ARTIST must repair or replace, at no cost to MTS, work that is damaged or deteriorated during a work suspension due to ARTIST's failure to comply with this duty. If MTS determines that ARTIST is not taking reasonable precautions and ARTIST fails to take the corrective action within 5 days after written notice from MTS, MTS may cause such action to be taken and recover the reasonable cost thereof from ARTIST.

7.14. TITLE TO ARTWORK/RISK OF LOSS

Notwithstanding any payment MTS may make to ARTIST prior to the completion of the Artwork, title to the Artwork will remain with the ARTIST until MTS accepts the Artwork as complete. At the time MTS accepts the Artwork, title to the Artwork will transfer to MTS. ARTIST will bear all risk of loss of the Artwork until title has been transferred to MTS, unless the Artwork is damaged or destroyed due to the gross negligence or intentional act of MTS, its agents, employees or contractors.

7.15. WARRANTIES

- A. ARTIST warrants that the Artwork is original, the product of ARTIST's own creative efforts as sole author of the Artwork, and that the Artwork does not infringe upon the rights of any person, business or corporation. ARTIST also warrants that unless otherwise stipulated in writing, the Artwork is an edition of one (1), and that ARTIST may not sell, license, perform or reproduce a substantially identical copy of the Artwork without the prior written consent of MTS.
- B. ARTIST will warrant and maintain the Artwork free from all faults or defects in material and workmanship for a period of one year after MTS's acceptance of the Artwork. This subsection of this Article does not extend to damage to the Artwork caused by the exposure to the elements, physical damage inflicted by MTS patrons or members of the

public, or any other damage unrelated to the material used in the Artwork or ARTIST's workmanship.

7.16. PROFESSIONAL STANDARDS

ARTIST warrants and guarantees that the Artwork provided hereunder will be designed, fabricated and installed in a professional manner. All services must be performed in the manner and in accordance with the professional standards observed by a competent practitioner of the profession in which ARTIST is engaged.

ARTIST represents and warrants to MTS that ARTIST possesses all required licenses, insurance, and other entitlements of whatever nature to legally pursue ARTIST's occupation and such licenses, insurance and other entitlements must be in full force and effect during the term of this Contract.

7.17. ACCEPTANCE OF ARTWORK

- A. MTS agrees to accept the completed Artwork, unless:
 1. The Artwork was not fabricated or installed substantially in accordance with the Proposal (Exhibit A), MTS-approved specifications, or a reasonable standard of technical quality for similar artwork. If MTS refuses to accept the Artwork for this reason, ARTIST may appeal the refusal to the MTS CEO. The determination of the MTS CEO is final and binding.
 2. The Artwork, or any portion thereof, as completed by the ARTIST, does not conform to a reasonable standard of professional artistic quality. If MTS refuses to accept the Artwork for this reason and the ARTIST disputes MTS's refusal, the parties agree that the matter will be submitted to the arbitration in accordance with the rules of the Arts Arbitration and Mediation Services of California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree. The scope of the arbitration is limited to a determination of whether the Artwork conforms to a reasonable standard of professional artistic or technical quality. The determination of the arbitrator will be final and binding upon MTS and ARTIST and neither has any further recourse or cause of action.
- B. MTS will have the right to inspect the Artwork during fabrication prior to completion or installation of the Artwork. MTS may request corrections and modifications necessary for the Artwork to conform to ARTIST's Proposal and the other requirements of this Contract. Prior to the date specified for completion of the Artwork, ARTIST must make all such corrections and modifications to which MTS and ARTIST mutually agree.
- C. If MTS refuses to accept the Artwork according to the provisions of this Article, it must notify ARTIST in writing specifying the reasons for such refusal within 30 calendar days after ARTIST's tender of the Artwork to MTS for acceptance. No prior payment to ARTIST will be deemed to waive MTS's right to refuse to accept the Artwork under this Article.
- D. If MTS refuses to accept the Artwork according to the provisions of this Article, MTS has the right, subject to ARTIST's right to dispute MTS's refusal, either:
 1. To have ARTIST correct deficiencies in the Artwork, specified in the notice to ARTIST required under subsection B of this Article, at ARTIST's sole cost and

within a reasonable time, and then accept the Artwork if the deficiencies are remedied to MTS's satisfaction; or

2. To cancel this Contract for breach as set forth in Article 30, below, except that ARTIST has the right to cure said breach to MTS's satisfaction within 30 calendar days after receipt of MTS's notice of cancellation or to dispute MTS's determination as set out in paragraph A..
3. Remedies identified in subsections D1 and D2 above are cumulative and in addition to any other remedy available to MTS. Enforcement of one such remedy is not exclusive nor deemed an election of such remedy to the exclusion of any other or further remedy.
4. Payments to the ARTIST are not deemed as a waiver of MTS's right to refuse or accept the Artwork.

7.18. ABANDONMENT

If it becomes impossible for ARTIST to timely complete the Artwork because of illness, death, or injury (for example), or if ARTIST abandons the Artwork by failing to work on the Artwork during a continuous 30-day period, unless MTS, its agents, employees or contractors are the cause of ARTIST's inability to work on the Artwork during such period or MTS has issued a Stop Work Order, MTS may take such action as may be appropriate including, without limitation, cancelling this Contract for breach as set forth in Article 30.

7.19. ASSIGNMENT AND SUBCONTRACTING

- A. ARTIST's obligations imposed by this Contract are not assignable or transferable without first obtaining the written consent of MTS, which consent may be withheld in MTS's sole discretion.
- B. If ARTIST subcontracts any portion of the work, any subcontractors must be properly licensed pursuant to the contractor's state license law (Business and Professions Code sections 7000 et seq.). Before performing any work, each subcontractor must provide MTS and ARTIST evidence that the subcontractor has Workers' Compensation insurance coverage if this insurance is required by state law.

7.20. COPYRIGHT

ARTIST expressly reserves every right available to them under U.S. and international copyright laws to control the making and disseminating of copies or reproduction of the Artwork, except as those rights are limited by this Contract. Contractor under this Agreement as shall be considered necessary by MTS may be retained until disposition has been made of any claim for damages.

1. ARTIST agrees to give a credit substantially in the following form: "Original owned by San Diego Metropolitan Transit System" in any public display or distribution of reproductions of the Artwork.
2. ARTIST hereby authorizes MTS and its successors and assigns to make photographs, drawings and other two-dimensional reproductions of the Artwork without compensation or prior consent of ARTIST if used solely for non-commercial purposes including, but not limited to, advertising, descriptive brochures, promotional materials, schedules, fare passes, and other similar purposes. All reproductions by MTS or its successors and

assigns where the Artwork is the exclusive or primary subject will acknowledge the authorship of the ARTIST in substantially the following form: "Copyright ©, ARTIST's name, date" and in such manner and location as prescribed under U.S. copyright laws.

3. The Artwork Conceptual Design Proposal and all accompanying materials, models, drawings, plans, sketches and specifications will become the property of MTS upon submission to MTS. MTS may use, reproduce, make derivations and distribute these documents, etc. in any fashion or manner MTS desires, provided that the use and distribution of these documents complies with the provisions set forth in subsection 2 above.

7.21. ARTISTS' RIGHTS/MTS DUTIES RELATIVE TO ARTWORK

Applicant hereby acknowledges that Applicant is familiar with all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, "Acts") and any other local, state, foreign or international law (collectively, "Artist Rights Laws") that protect against the alteration of a work of art and protect the artist's getting credit for a work of art. The Acts and Moral Rights Laws require that a person who intends to waive these provisions must do so expressly in writing.

The ARTIST, for themselves and their heirs, beneficiaries, devisees and personal representatives, expressly waive any right or benefit that ARTIST has or may have under the Artist Rights Laws, and hereby releases, acquits and discharges MTS from all suits, claims, actions, liability, damages and expenses arising out of the display, use, maintenance, movement, removal or alteration of the Artwork on the Project.

- A. MTS may not intentionally destroy, damage, alter, modify, or change the Artwork in any way except after notice as required under applicable law. ARTIST acknowledges that use of the Artwork site by the public and MTS's cleaning and maintenance of the Artwork site may cause wear and tear to the Artwork. Such wear and tear will not be deemed to be an unpermitted alteration of the Artwork. If an alteration should occur, either intentionally or unintentionally, ARTIST may notify MTS in writing denying authorship of the Artwork or requesting that their name not be displayed as provided in Article 22, below.
- B. If, after acceptance of the Artwork, repair to the Artwork is required, MTS will send ARTIST a notice giving ARTIST the opportunity to repair the Artwork, so long as within the period of performance of the contract.
 1. If within 30 days after MTS sends notice to the ARTIST at the address set forth in Article 31, ARTIST does not respond to the notice, , MTS may contract with someone qualified to repair the Artwork and ARTIST will have no recourse for damages against MTS.
 2. If MTS reasonably determines that damage to the Artwork is irreparable or impractical to repair, MTS may take any action it deems appropriate under the circumstances.
 3. ARTIST must notify MTS of a change of their address for the purpose of obtaining notice under this Article. Failure to notify MTS will constitute a waiver of ARTIST's right to be notified by MTS prior to repair of the Artwork.

- C. When emergency repairs are necessary to prevent the loss of or further damage to the Artwork, or for public safety, such repairs may be undertaken by MTS without advance notice to ARTIST and such repairs will not be deemed to constitute an artistic alteration. If such repairs are substantial, ARTIST may deny authorship as provided in Article 22, below.
- D. After acceptance of the Artwork, MTS will have the right to relocate, store or sell the Artwork or remove it from display in its sole discretion without notice to ARTIST, except for any payment that may be required under Civil Code Section 986.
- E. If, after acceptance of the Artwork, MTS reasonably determines that it is necessary to remove the Artwork and such removal is likely to cause damage or destruction to the Artwork, MTS will give ARTIST written notice to remove the Artwork in the manner set forth in Article 31, below.
 - 1. ARTIST must respond in writing within 30 days after MTS sends notice. In its response, ARTIST must inform MTS whether ARTIST intends to exercise or waive their right to remove the Artwork under this Article. If ARTIST does not respond to the notice within 30 days after MTS sends notice to the ARTIST at the address set forth in Article 31, ARTIST will have no recourse for damages against MTS. ARTIST must notify MTS of a change of his or her address for these purposes. Failure to so notify MTS will constitute a waiver of ARTIST's right to be notified by MTS prior to removal of the Artwork.
 - 2. Unless ARTIST has waived their right or has failed to timely respond to MTS's notice, ARTIST will have the right to remove the Artwork at ARTIST's expense within 90 calendar days after MTS provides such notice. In such case, ARTIST must pay MTS the value (if any) of the Artwork after its removal and title to the Artwork will vest in ARTIST upon MTS's receipt of such payment. A dispute regarding the value of the Artwork will be submitted to the Arts Arbitration and Mediation Services of the California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree.
 - 3. If ARTIST fails to remove the Artwork within the 90-day period or if ARTIST fails to timely respond to the notice, MTS will have the right to remove the Artwork and ARTIST will have no recourse against MTS for any damage to or destruction of the Artwork that may occur during such removal. In such case, MTS will have the right to display, store or dispose of the Artwork in MTS's sole discretion.
- F. If MTS cancels this Contract for breach and arranges to have the Artwork completed by another artist, ARTIST will be deemed to have waived his or her rights related to authorship of the Artwork under federal and state laws and under this Contract, except as set forth in Article 22, below. If ARTIST disputes such deemed waiver of his or her rights, ARTIST must submit a written objection to MTS within 30 calendar days after the date of MTS's notice of cancellation. In such event, the matter must be submitted to the Arts Arbitration and Mediation Service of the California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree. If arbitration is held, the determination of ARTIST's rights under this Contract by the arbitrator is final and

binding upon MTS and ARTIST and neither will have any further recourse or cause of action.

7.22. AUTHORSHIP OF ARTWORK

Except as provided in this Contract, ARTIST will retain the right to claim authorship of the Artwork. MTS will publicly display ARTIST's name on, at, or near the Artwork, except as provided below:

- A. If the Artwork is substantially damaged or artistically altered in a substantial manner, and if ARTIST gives written notice to MTS that ARTIST wishes to deny authorship, then MTS may no longer represent the Artwork to be the work of the ARTIST. If MTS disputes the right of ARTIST to deny authorship, the parties agree that the matter will be submitted to the Arts Arbitration and Mediation Service of the California Lawyers for the Arts, or such other arbitration or mediation service to which both parties mutually agree. The scope of the arbitration will be limited to whether the Artwork is substantially damaged or artistically altered in a substantial manner. The determination of the arbitrator will be final and binding upon MTS and ARTIST and neither will have any further recourse or cause of action.
- B. If the Artwork is substantially damaged or artistically altered in a substantial manner after the life of the ARTIST, MTS will consult with the California Arts Council, or their successors, in determining whether to continue representing the ARTIST as author of the Artwork.
- C. If MTS arranges to have another artist complete the Artwork as provided under Article 30 below, ARTIST's name must be publicly displayed on, at, or near the Artwork, unless ARTIST gives written notice to MTS not to display ARTIST's name or ARTIST wishes to deny authorship of the Artwork. If the work to complete the Artwork is substantial, MTS will consult with the California Arts Council, or their successors, regarding the selection of the artist who will complete the Artwork. After such consultation, MTS may select such artist in MTS's sole discretion. The name of the artist who completes the Artwork will be displayed in a manner equal to the display, if any, of ARTIST. The term "equal" means similar, not identical, and does not mandate any preference of position or size of location.
- D. If ARTIST effectively denies authorship of the Artwork for the reasons set out above or for any other reason, such action constitutes a waiver of all of ARTIST's rights related to authorship of the Artwork under federal and state law and this Contract.

7.23. INDEPENDENT CONTRACTOR

In providing the above-referenced services, ARTIST acts as an independent contractor and not as an employee of MTS. In accordance with that relationship, ARTIST must assume all responsibility for federal and state income tax withholding, FICA, SDI, and any other deductions from income that ARTIST is required to make as an independent contractor. ARTIST hereby agrees to indemnify and hold MTS, its officers and employees, harmless from any and all claims that may be made against MTS based upon any contention by any employee of ARTIST or by any third party, including but not limited to any federal or state agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any obligation under this Contract.

7.24. WORKERS' COMPENSATION

Responsibility for payment due by MTS is limited to the compensation set forth in Article 3 above. MTS is not responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees of ARTIST that is based upon the relationship of employer and employee.

7.25. THIRD PARTY OBLIGATION

ARTIST is solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Contract. ARTIST must pay directly such parties for all amounts due under said arrangement. ARTIST must indemnify and hold MTS harmless from any and all claims and liabilities arising from such Contract. ARTIST must exert its best efforts to prevent any loss to MTS from the failure of proper performance of any third party. MTS's only obligation with respect to such third parties will be limited to reimbursement to ARTIST for those expenses for which MTS is obligated to reimburse by virtue of the terms of this Contract.

If ARTIST hires or contracts with employees or material suppliers, ARTIST must pay such employees and suppliers out of the payments made to ARTIST by MTS for completion of each phase of work. If any underpayment of wages or other amounts due ARTIST's employees and suppliers, MTS may withhold from ARTIST out of any payments due amounts sufficient to pay the claims of such employees and suppliers. In addition, before MTS is obligated to make final payment to ARTIST, MTS may require ARTIST to demonstrate to MTS's satisfaction that all employees and material suppliers have been fully paid.

7.26. INSURANCE REQUIREMENTS**A. Liability****1) Commercial General Liability**

At all times during this contract and, with respect to Products and Completed Operations Liability, for twelve (12) months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance utilizing Insurance Services Office (ISO) coverage form CG0001, edition date 10/01 or later, or an equivalent form and with insurance companies acceptable to MTS. The coverage shall contain no restricting or exclusionary endorsements with respect to the performing of services described in the scope of work.

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Trolley, Inc. (SDTI), San Diego and Arizona Eastern Railway (SD&AE), San Diego and Imperial Valley Railroad (SD&IV), and San Diego Transit Corporation (SDTC), their directors, officers, agents, and employees as additional insureds as their interests may appear. Furthermore, an endorsement will be required demonstrating that the standard railroad exclusionary language has been removed as applicable.

2) Automobile Liability

At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles.

3) Workers' Compensation/Employer Liability

At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

7.26.1. ADDITIONAL COVERAGES REQUIRED (AS INDICATED. WHERE THERE IS A CHECKMARK, THE COVERAGE IS REQUIRED)

☒ (1) Primary and Non-Contributory Insurance

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

☐ (2) Owner-Provided Builder's Risk

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS's contractor for design, and MTS's contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at \$50,000 but is subject to change.

☒ (3) Railroad Protective Liability and CG 24 17 Endorsement for CGL Policy - Required

The CGL policy must contain the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). Furthermore, Contractor shall maintain a Railroad Protective Liability coverage with limits of not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate, naming MTS as the named insured on the policy.

☐ (4) Professional Liability

At all times during this contract, and for twelve (12) months following acceptance of work by owner, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

☐ (5) Pollution Legal Liability

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than twenty-four (24) months.

☐ (6) Contractor Equipment

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy

form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

☐ (7) Installation Floater

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

☐ (8) Garage Keeper's Legal Liability & Automobile Portion

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving an MTS vehicle, which results in a third party claim of physical damage or bodily injury.

☐ (9) Crime Fidelity Insurance

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

☐ (10) Umbrella or Excess Liability (if required to meet liability limits above)

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy.

☐ (11) Property Insurance

Contractor is responsible to insure physical damage coverage at replacement cost value on the rolling stock (i.e., revenue and non-revenue vehicles) it operates. [Note: MTS insures the buildings in which the fixed route contract operates.]

☐ (12) Cyber and Privacy Liability, including Technology Errors and Omissions

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Coverage shall also include Technology Professional Liability Errors & Omissions appropriate to the Consultant's profession and work hereunder

7.24.2 MINIMUM POLICY LIMITS REQUIRED

	Combined Single Limit (CSL)
Commercial General Liability (Per Occurrence):	\$2,000,000
(General Aggregate)	\$4,000,000
(Completed Operations & Products Aggregate)	\$2,000,000
Automobile Liability: (Combined Single Limit)	\$2,000,000
Worker's Compensation:	Statutory Limits
Employer's Liability per Accident /or Disease:	\$1,000,000

1. Additional Coverages (as indicated under Additional Coverages Required Section):

- | | | |
|-------------------------------------|--|------------------|
| <input checked="" type="checkbox"/> | B (1) Primary and Non-Contributory Insurance | |
| <input type="checkbox"/> | B (2) Owner Provided Builder's Risk | Replacement Cost |
| <input checked="" type="checkbox"/> | B (3) Railroad Protective (Per Occurrence) | \$2,000,000 |
| | Railroad Protective (General Aggregate) | \$4,000,000 |
| <input type="checkbox"/> | B (4) Professional Liability | \$ |
| <input type="checkbox"/> | B (5) Pollution and Legal Liability | \$ |
| <input type="checkbox"/> | B (6) Contractor Equipment | Replacement Cost |
| <input type="checkbox"/> | B (7) Installation Floater | Replacement Cost |
| <input type="checkbox"/> | B (8) Garage Keeper's Legal Liability & Automobile Portion | |

	(Combined Single Limit (CSL))	(Per Occurrence)
<input type="checkbox"/>	B (9) Crime Fidelity Insurance	\$
<input type="checkbox"/>	B (10) Umbrella or Excess Liability (if required to meet liability limits above)	\$
<input type="checkbox"/>	B (11) Property Insurance	\$
<input type="checkbox"/>	B (12) Cyber Security Liability Insurance	\$
	(per occurrence or claim)	
	(Aggregate)	\$

7.27. INDEMNIFICATION

To the extent permitted by law, ARTIST does hereby assume liability for, and agrees to defend, with counsel acceptable to MTS, indemnify, protect, save and keep harmless **MTS, SDTI, SDTC, SD&AE, SD&IV** and its directors, officers, employees, agents and their respective successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements including reasonable attorneys' fees and expenses (including allocated costs of MTS attorneys) of any kind and nature imposed in, asserted against, incurred or suffered by **MTS, SDTI, SDTC, SD&AE, SD&IV** or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property in any way relating to or arising out of:

- (i) any acts, errors or omissions by ARTIST or any of its officers, agents, servants, employees, subconsultants of any tier in its or their performance hereunder, whether or not caused by MTS's negligence, but not to the extent of MTS's sole negligence or willful misconduct; or
- (ii) any claim of patent or copyright infringement in connection with the services performed or work products provided under this Contract by ARTIST or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; or
- (iii) a release by ARTIST or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or in effect when the release occurs, or as amended or promulgated in the future, but only to the extent based upon principles of comparative fault that such release is not proximately contributed to or caused by MTS, or its directors, officers or employees; and/or
- (iv) successful efforts to enforce this indemnity provision.

The parties will establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties will cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Contract will establish a standard of care for, or create any legal rights in, any person not a party to this Contract.

In addition to any other remedy authorized by law, MTS may retain as much of the money due ARTIST under this Contract as it considers necessary until disposition has been made of any claim for damages.

The foregoing requirements are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by ARTIST pursuant to this Contract, including, but not limited to, the provisions concerning insurance.

7.28. CONFLICT OF INTEREST

During the term of this Contract, ARTIST, its officers, employees and their immediate families may not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract. Violation of this prohibition is a material breach of this Contract and MTS will have the right to debar ARTIST from participating at any tier in any MTS contract for a period of up to 5 years.

ARTIST covenants that prior to award of this Contract, ARTIST has disclosed in writing to the MTS General Counsel any present interest and any interest existing within 12 months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. In addition, ARTIST must immediately disclose in writing to the MTS General Counsel any interest or relationship described above acquired or occurring after ARTIST's initial disclosure. Violation of the above disclosure obligations is a material breach of this Contract.

7.29. TERMINATION FOR CONVENIENCE

After MTS issues Notice to Proceed, MTS may terminate this Contract by giving 5 days' advance written notice to ARTIST. Upon termination of the Contract under this Article, ARTIST will be paid for all actual services rendered to MTS to and inclusive of the specified date of termination. If MTS terminates this Contract for convenience before issuance of Notice to Proceed to fabricate the Artwork, MTS will not be obligated to make any payment to ARTIST. All designs, materials, finished and unfinished portions of the Artwork, and written documents pertaining to the Artwork under this Contract, will remain the property of ARTIST. Within 30 days after issuance of the notice of termination, ARTIST must remove all finished or unfinished portions of the Artwork and restore the Artwork site to its prior condition. If ARTIST fails to remove his or her personal property and restore the Artwork site, MTS may do so at ARTIST's expense.

7.30. TERMINATION FOR BREACH

Either party may terminate this Contract immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day

period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party. If MTS terminates for breach, ARTIST will only be paid its fees and costs for services performed, as of the effective date of termination, in accordance with the terms and conditions of this Contract. MTS reserves the right to offset the damages it incurs as a result of ARTIST's breach against any payments owed to ARTIST. The foregoing remedy is cumulative and is in addition to any right or remedy that MTS may have in law or equity.

If, after termination for failure to fulfill contract obligations, it is determined that ARTIST was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for MTS's convenience.

7.31. NOTICES

All notices and other communications under this Contract must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by email directed to the party to whom notice is to be given at the email address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email address, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO MTS: San Diego Metropolitan Transit System
Attn:

Phone:
Email:

TO ARTIST:

7.32. PREVAILING WAGES

Pursuant to Labor Code sections 1725.5 and 1771.1, ARTIST and subcontractors that wish to enter into a contract to perform public work must be registered with the Department of Industrial Relations. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

LABOR

Hours of Work: Eight (8) hours of work shall constitute a legal day's work. ARTIST and each subcontractor shall forfeit, as penalty to MTS, twenty-five dollars (\$25) for each worker employed in the execution of Work by the ARTIST or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815. The ARTIST and every subcontractor shall keep an accurate record showing the name of and actual hours worked each

calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of MTS and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

Prevailing Rates of Wages: The ARTIST is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, ARTIST agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at MTS's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the ARTIST's principal place of business and at the Project site. Contractor shall defend, indemnify and hold MTS, its Board, members of the Board, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The ARTIST shall forfeit as a penalty to MTS not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the ARTIST.

ARTIST shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Payroll Records: Pursuant to Labor Code Section 1776, ARTIST and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. ARTIST shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. ARTIST shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the ARTIST and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the

specified interval and format prescribed by the DIR, which may include electronic submission. ARTIST shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

If not subject to paragraph (a), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

In the event of noncompliance with the requirements of this Section, the ARTIST shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the ARTIST must comply with this section. Should noncompliance still be evident after such 10-day period, the ARTIST shall pay a penalty of one hundred dollars (\$100.00) to MTS for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

Employment of Apprentices: ARTIST's attention is directed to the provisions of sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. ARTIST shall obtain a certificate of apprenticeship before employing any apprentice pursuant to sections 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Nondiscrimination: Pursuant to Labor Code Section 1735 and other applicable provisions of law, the ARTIST and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The ARTIST will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Labor Certification I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract code.

7.33. WATER QUALITY MANAGEMENT AND COMPLIANCE

- A. Contractor must recover and legally dispose of all wastewater created while providing services. Contractor assumes any and all risks and liabilities arising from the failure to properly recover and legally dispose of wastewater. Contractor must implement best management practices set forth in any stormwater pollution prevention plan relevant to the provision of the services.

- B. Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the San Diego Regional Water Quality Control Board, any municipality, drainage district, or other local agency with jurisdiction over the location where the services are to be conducted, regulating water quality and storm water discharges and shall implement best management practices, consistent with the requirements of any board, municipality, drainage district or other local agency appropriate for the control of discharges related to the services.
- C. Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in this section. Contractor further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by MTS, regarding these requirements as they may relate to the services.
- D. Liability for Non-compliance.
1. Indemnity: Failure to comply with laws, regulations, and ordinances listed in this section may constitute a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend and hold harmless MTS, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which MTS, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of MTS, its officials, officers, agents, employees or authorized volunteers. Contractor is solely liable for any administrative or civil enforcement action arising from Contractor's failure to comply with the laws, regulations, and ordinances listed in this section and must pay any monetary penalty, fine, or damages associated with such action.
 2. Defense: MTS reserves the right to defend any enforcement action or civil action brought against MTS for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse MTS for the costs associated with, any settlement reached between MTS and the relevant enforcement entity.
 3. Damages: MTS may seek damages from Contractor for delay in completing the services caused by Contractor's failure to comply with the laws, regulations and policies described in this section, or any other relevant water quality law, regulation, or policy.

7.34. NONDISCRIMINATION

In accordance with applicable federal and state laws and regulations, ARTIST agrees that it will not discriminate against any employee, applicant for employment, or subcontractor because of race, color, religion, creed, ancestry, national origin, sex, marital status, age, medical condition, gender, gender identity, gender expression, genetic information or physical or mental disability.

7.35. SUBCONTRACTORS

ARTIST agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the Work. ARTIST shall be as fully responsible to MTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as ARTIST is for acts and omissions of persons directly employed by ARTIST. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and MTS. MTS reserves the right to approve all subcontractors. MTS's approval of any subcontractor under this Agreement shall not in any way relieve ARTIST of its obligations under this Agreement.

7.36. PROMPT PROGRESS PAYMENT AND RETENTION

ARTIST or Subcontractor shall pay any Subcontractor no later than seven (7) business days from the receipt of each progress payment from MTS. No retainage will be held by MTS from progress payments due to the ARTIST. Any retainage kept by the ARTIST or by a Subcontractor must be paid in full to the Subcontractor in seven (7) business days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of a progress payment or retainage to the Subcontractor over 30 calendar days may take place only for good cause and with MTS's prior written approval. Failure to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, prime contractor not being reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the ARTIST or Subcontractor in the event of a dispute involving late or nonpayment by the ARTIST, deficient Subcontractor performance or noncompliance by a Subcontractor.

ARTIST must submit the MTS Prompt Payment Certification Form to the MTS Contracts Administrator if any Subcontractors. The form is available for download at <https://www.sdmts.com/business-center/procurement>. The form certifies that all Subcontractors were paid within seven (7) business days of receiving payment from MTS for work performed during the previous month. The ARTIST must submit the completed certification, as required on the form, and the month following final acceptance of the project. In addition, seven (7) business day prompt payment requirement prevails over contract language between an ARTIST and a Subcontractor.

7.37. RECORDS RETENTION

The ARTIST and any Subcontractor shall maintain all data, documents, books, reports, payroll, statistics, subcontracts, leases, arrangements, papers, accounting records, and other evidence and supporting materials pertaining to the performance of the contract including, but not limited

to, the costs of administering the contract. The Contractor shall make such materials available at its respective office at all reasonable times during the Agreement and for three (3) years from the date of the final payment under the Contract and three (3) years from the date that any pending legal matters relating to the Contract are closed. MTS, the state, the State Auditor, or any duly authorized representative shall have access to any books, records, and documents of the ARTIST that are pertinent to the contract for audit examination, excerpts, and transactions, and copies thereof shall be furnished if requested.

7.38. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND OTHER SMALL BUSINESS PARTICIPATION

MTS encourages the participation of DBEs, minority owned businesses (MBEs), women owned businesses (WBEs), disabled veteran business enterprises (DVBEs) lesbian gay bisexual transgender businesses (LGBTs), and small businesses (SB) in the performance of all of its contracts. MTS encourages the Contractor to outreach to DBEs and other small business enterprises for any potential subcontracting opportunities on this project. MTS tracks DBE, MBE, WBE, DVBE, PDBE, LGBT and SB participation and therefore requires all successful proposers to report whether the prime contractor and any subcontractors are a DBE or other small business enterprise. Contractor must complete MTS's Designation of Subcontractors and DBE Program - Information for MTS's Bidder List. If interested in learning about bonding or financial assistance that may be available for small businesses, visit www.sba.gov. If interested in learning about the eligibility requirements to become certified as a DBE, PDBE, MBE, WBE, DVBE, LGBT or SB or how to view a list of certified firms, please contact MTS's DBE Liaison Officer, Samantha Leslie, at Samantha.Leslie@sdmts.com for more information.

7.39. EQUAL EMPLOYMENT

A. MTS'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:

MTS is an Equal Opportunity Employer. As such, MTS agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, MTS agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. MTS' Equal Employment Opportunity Program for Contractors, MTS Policy No. 25, is part of this Agreement (a copy can be obtained from MTS' Clerk of the Board).

B. CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Each Contractor who provides MTS labor, equipment, materials and services of \$50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an Equal Employment Opportunity Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract. The objective of this plan is to assure that the Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, gender identity, religion, disability, age or status as a parent. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. COMPLIANCE WITH REGULATIONS:

Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; Comply with federal transit law, specifically 49 U.S.C. § 5332; FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,"; and Follow any other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination.

7.40. ROADWAY WORKERS PROTECTION (RWP) TRAINING

Prior to entering the MTS railroad operating corridor, all workers of Contractor, sub-Contractors, and any other third-party contractor under Contractor's control working on MTS property shall have taken and passed a four (4) hour RWP training course as required by the Federal Railroad Administration (FRA) California Public Utilities Commission (CPUC). Training courses are valid for one year from date issued. Contractor should allow at least two weeks to schedule training prior to commencement of services on the right of way (ROW). Registration for the course can be found online at: <http://www.sdmts.com/Business/RAILSAFETYTRAINING.htm>. Any costs related to RWP training courses shall be at the sole expense of the Contractor.

7.41. FLAGGING

Any work within fifteen (15) feet of active rail, or as otherwise identified by MTS, shall require an MTS flagger. An MTS Flagger Request form must be submitted to FlagRequest@sdmts.com no later than 72 hours prior to the commencement of the work. The MTS Flagger Request shall include: the specific location, time(s) and date(s) for when an MTS flagger(s) will be necessary. The MTS Flagger will be provided at the expense of the party requesting the work. The requester will be responsible to contact SDTI Assignment Office at (619) 595-4956 no later than 24 hours prior to beginning of work for all cancellations and may be subject to SDTI labor reporting costs.

7.42. GRANT CONDITIONS

This Contract is subject to a financial assistance contract between MTS and the United States of America, acting through the Department of Transportation and the Federal Transit Administration (hereinafter "FTA"), as well as Clean California Local Grant Program ("CALTRANS"). If FTA or CALTRANS requires any change to this Contract to comply with its requirements, both parties agree to amend this Contract as required by FTA or CALTRANS. If such changes cause an increase or decrease in the work to be performed by the ARTIST or the time for such performance, then the compensation to be paid to ARTIST and time of performance will be equitably adjusted.

7.43. ARBITRATION

If any matter is to be submitted to the Arts and Mediation Services of the California Lawyers for the Arts, all fees expenses and costs connected therewith will be borne jointly and equally by MTS and ARTIST. Each and every obligation under this Contract to submit any matter in dispute to a third party for resolution is conditioned upon the foregoing provision of this Article. If any matter

is to be submitted to the Arts and Mediation Services of the California Lawyers for the Arts for resolution pursuant to this Contract, and if, at the time of submission such organization is no longer in existence, or is not able or willing to provide such resolution service, then the matter will be submitted for resolution to the American Arbitration Association or such other organization to which both parties mutually agree. Unless the parties agree otherwise, the arbitration procedures to be used for resolving the dispute will be those current procedures adopted by the applicable arbitration board.

7.44. ASSIGNMENT OF WORK

The services provided pursuant to this Contract may not be assigned by ARTIST unless approved in writing by MTS. If ARTIST is not available to perform the terms of the Contract, MTS may at its election terminate the Contract for convenience or cancel the Contract for breach by giving notice as set forth herein.

7.45. SUCCESSORS AND ASSIGNS

This Contract will be binding upon and the benefits of this Contract will inure to the successors and assigns of the parties hereto, subject to the provisions of Article 37 above.

7.46. GOVERNING LAW

The interpretation and enforcement of this Contract is governed by the laws of the State of California, the state in which this Contract was signed. The parties agree to submit any disputes not subject to arbitration arising under the Contract to a court of competent jurisdiction located in San Diego, California.

7.47. NONWAIVER

Waiver of any breach or default hereunder does not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

7.48. MODIFICATION

No waiver, alteration, modification, or termination of this Contract will be valid unless made in writing and signed by the authorized parties hereof.

7.49. AMBIGUITIES

The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. ARTIST acknowledges that he or she has been encouraged to retain his or her own attorney for the purposes of reviewing this Contract before signing it. No ambiguity is presumed to be construed against either party.

7.50. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

7.51. SEVERABILITY

If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract will remain in effect.

7.52. SURVIVAL

All warranties, indemnities and waiver of rights contained in this Contract will survive the expiration, termination or cancellation of this Contract.

7.53. ENTIRE AGREEMENT

All warranties, indemnities and waiver of rights contained in this Contract will survive the expiration, termination or cancellation of this Contract.

DRAFT

EXHIBIT D
FEDERAL REQUIREMENTS

DRAFT

As a Federal Transit Administration (FTA) grantee, the San Diego Metropolitan Transit System (MTS), a California Public Agency, is required to inform the Contractor and any Subcontractor of the following information:

8.1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTS requests which would cause MTS to be in violation of the FTA terms and conditions.

8.2. FEDERAL CHANGES

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between MTS and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall also ensure compliance by subcontractors at any tier of any applicable change to federal requirements.

8.3. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

8.4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems

appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

False Claims Act (*APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS*)

The Contractor and any Subcontractor acknowledges that the False Claims Act, 31 U.S.C. 3729 et seq., pertains to the underlying contract or the FTA assisted project for which this contract work is performed. If the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance, the Contractor must notify MTS, U.S. DOT Inspector General, and the FTA Chief Counsel or FTA Region 9 Counsel. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

Notice to FTA on Legal Matters (*APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$25,000*)

The Contractor and any Subcontractor shall notify MTS and the FTA Chief Counsel or FTA Region 9 Counsel if a current or prospective legal matter that may affect the Federal Government emerges. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in an award of federal funding, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

8.5. DEBARMENT AND SUSPENSION

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to

be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award. The Contractor agrees to include a provision requiring compliance to this section in its lower tier covered transactions.

8.6. RESTRICTIONS ON LOBBYING

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000)

The Contractor and their subcontracts at every tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor and their subcontracts at every tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

8.7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING \$150,000)

The Contractor and any Subcontractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

8.8. ENERGY CONSERVATION

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

The Contractor and any Subcontractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq and 49 C.F.R. part 622, subpart C.

8.9. FLY AMERICA REQUIREMENTS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS TRANSPORTING PERSONS OR PROPERTY BY AIR OUTSIDE THE U.S.)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America

requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8.10. ENVIRONMENTAL PROTECTIONS

(APPLICABLE TO ALL CONTRACTS)

8.12.1. GENERAL

Contractor agrees to comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

8.12.2. NATIONAL ENVIRONMENTAL POLICY ACT

An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees that it will: (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139, (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508, (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622, (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto. (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013, (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006, and (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

8.12.3. ENVIRONMENTAL JUSTICE

Contractor agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

8.12.4. OTHER ENVIRONMENTAL FEDERAL LAWS

Contractor agrees that it will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not

limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

8.12.5. USE OF CERTAIN PUBLIC LANDS

Contractor agrees it will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

8.12.6. HISTORIC PRESERVATION

The Contractor agrees that it will: (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places. (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108. (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq. (4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800. (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

8.12.7. INDIAN SACRED SITES

The Contractor agrees that it will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

8.11. ADA ACCESS

(APPLICABLE TO ALL CONTRACTS)

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d)., which prohibit discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

8.12. CIVIL RIGHTS

(APPLICABLE TO ALL CONTRACTS)

8.14.1. SUBCONTRACT

The Contractor shall include these requirements in each subcontract entered into as part thereof.

8.14.2. NONDISCRIMINATION

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, gender identity, sexual orientation, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8.14.3. RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.14.4. AGE

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.14.5. DISABILITIES

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.13. VETERANS EMPLOYMENT*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

8.14. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)*

Apart from inconsistent requirements imposed by federal statute or regulations, MTS shall comply with the requirements of 49 U.S.C. § 5323 (h)(2) by refraining from using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

8.15. CONTRACTOR ASSURANCE*(APPLICABLE TO ALL CONTRACTS)*

The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTS deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph.

8.16. CARGO PREFERENCE*(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS INVOLVING EQUIPMENT, MATERIALS, OR COMMODITIES WHICH MAY BE TRANSPORTED BY OCEAN VESSELS)*

- A. 46 U.S.C. 55305 and 46 C.F.R. Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement. The Contractor shall utilize privately owned United States-flagged commercial vessels to ship at least 50 percent of the gross tonnage (competed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flagged commercial vessels.
- B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (A) above to MTS (through

the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

- C. The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

8.17. SAFE OPERATION OF MOTOR VEHICLES

(APPLICABLE TO ALL CONTRACTS)

8.20.1. SEAT BELT USE

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or MTS.

8.20.2. DISTRACTED DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

8.18. DOMESTIC PREFERENCES FOR PROCUREMENTS

(APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.19. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(APPLICABLE TO ALL CONTRACTS)

In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Contract to: procure or obtain; extend or renew a contract to procure

or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). This includes: for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.20. [NOT APPLICABLE] CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS

8.21. RECYCLED PRODUCTS

(APPLICABLE TO OPERATIONS, CONSTRUCTION AND GOODS CONTRACTS AND SUBCONTRACTS INVOLVING ITEMS DESIGNATED BY THE EPA, WHERE THE PURCHASE PRICE OF THE ITEM EXCEEDS \$10,000 OR THE VALUE OF THE QUANTITY ACQUIRED DURING THE PRECEDING FISCAL YEAR EXCEEDED \$10,000)

The Contractor and any Subcontractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the State Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8.22. [NOT APPLICABLE] TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENT

8.23. [NOT APPLICABLE] SCHOOL BUS OPERATIONS

8.24. [NOT APPLICABLE] MOTOR CARRIER SAFETY

8.25. [NOT APPLICABLE] DRUG AND ALCOHOL TESTING REQUIREMENTS

8.26. [NOT APPLICABLE] PRIVACY ACT REQUIREMENTS

8.27. [NOT APPLICABLE] CHARTER SERVICE**8.28. [NOT APPLICABLE] BUY AMERICA**

(APPLICABLE TO PURCHASE OF MORE THAN \$150,000 OF IRON, STEEL, MANUFACTURED GOODS, ROLLING STOCK, OR CONSTRUCTION MATERIALS)

The Contractor's attention is directed to the "Buy America" requirements set forth in Section 165 of the federal Surface Transportation Act of 1982, Section 70914 of the Infrastructure Investment Jobs Act, Pub. L. No. 117-58, which includes the Build America, Buy America Act (Section 70914 of the Infrastructure Investment Jobs Act), and the FTA regulations implementing Section 165 (49 C.F.R. Part 661). Information on "Buy America" requirements is available for review upon request. Contractor agrees to comply with 49 U.S.C. 5323(j), as amended by the FAST Act, FTA regulations 49 C.F.R. Part 661, and Section 70914 of the Infrastructure Investment Jobs Act, which provide that Federal funds may not be obligated unless steel, iron, manufactured products, and construction materials used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. See 49 C.F.R. 661.7 and Section 70914 of the Infrastructure Investment Jobs Act regarding general waivers. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content. Contractor shall submit to MTS with its Bid/Proposal the appropriate Buy America certification included as part of the Bid/Proposal Documents and Forms, except those subject to a general waiver. MTS will reject as nonresponsive Bids/Proposals or offers that are not accompanied by a completed Buy America certification. This requirement does not apply to lower tier subcontractors

8.29. [NOT APPLICABLE] AIR POLLUTION AND FUEL ECONOMY**8.30. [NOT APPLICABLE] BUS TESTING****8.31. [NOT APPLICABLE] PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

EXHIBIT E
FORMS

DRAFT

RETURN THIS FORM WITH YOUR PROPOSAL

CONTACT INFORMATION

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer.

Company Information:

The Official, Legal Name of Proposing Firm:

Doing Business As:

Legal Structure (Corp./Partner/Proprietor):

Company Mailing Address:

Farallon Design Inc.
 Rainforest Art Project
 C-Corporation
 2169 National Ave.
 Street
 So CA 92113
 City/ State Zip

Person Authorized to sign:

Point of Contact:

Title:

E-Mail Address:

Phone Number:

Maria Titova
 Executive Director
 maria@rap.org
 619-236-0068

Accounts Receivable

Point of Contact:

Title:

E-Mail Address:

Phone Number:

Scott Fialko
 SFO
 rainforestartproject@gmail.
 619-236-0068 com

DESIGNATION OF SUBCONTRACTORS

List Subcontractor participants below. If 100% of item is not to be performed or furnished by subcontractor, describe exact portion of item to be performed or furnished by subcontractor. The successful bidder must execute and return this form even if no subcontractor participation will be reported.

Subcontractor 1

Company Name:

Contractor License or Certificate Number

DBE, PDBE, DVBE LGBT, MBE, SB,
WBE:

% of Work:

Department of Industrial Relations (DIR)
Number:

Point of Contact

Email:

Phone Number:

Address:

Street

City

State

Zip

Description of Work:

Subcontractor

DBE PROGRAM – INFORMATION FOR MTS'S PROPOSAL LIST

This information will be maintained in MTS's proposer list. The purpose for maintaining a proposer list is to derive data on the relative availability of DBEs in the local market. MTS may use this data in the future to help set MTS's overall DBE participation goals.

INSTRUCTIONS: Each prime contractor and each subcontractor bidding is **required** to complete this form as part of their bid/proposal.

1. What is your company's name?
2. What is your company's address?
3. What type of work does your company perform ?
(list NAICS Codes if known)

Farallon Design Inc.
2169 National Ave.
San Diego, CA 92113

Is your company a certified DBE PDBE, WBE, DVBE, SB or LGBT? If yes, please check the applicable box and state the corresponding certification number.

- | | |
|-------------------------------|-------------------------------|
| <input type="checkbox"/> DBE | <input type="checkbox"/> DVBE |
| <input type="checkbox"/> MBE | <input type="checkbox"/> SB |
| <input type="checkbox"/> WBE | <input type="checkbox"/> LGBT |
| <input type="checkbox"/> PDBE | |

n/a

5. How many years has your company been in business?

22 years

6. What are the annual gross receipts of your company (please check the applicable bracket)?

- ☒ Less than \$1,000,000
- ☐ \$1,000,001 – \$15,000,000
- ☐ \$15,000,001 - \$26,290,000*
- ☐ \$26,290,001– \$50,000,000
- ☐ \$50,000,001 - \$100,000,000
- ☐ Greater than \$100,000,000

*The DOT annually decides the amount of average annual gross receipts a firm must have to be eligible to become a DBE. Currently, if your company in the previous 3 fiscal years has had average annual gross receipts below \$26,290,000, your company may be eligible for DBE Certification. To learn more about DBE certification, visit <https://dot.ca.gov/programs/civil-rights/dbe-certification-information> *

ACKNOWLEDGED AND AGREED**SUBCONTRACTOR**

(Copy this form if needed for additional subcontractors)

Print Name: _____
 Title : _____
 Signature: *n/a*
 Date: _____

PRIME CONTRACTOR

Print Name: *Maria Titova*
 Title : *Executive Director*
 Signature: *[Signature]*
 Date: *6/3/2024*

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBLE AND VOLUNTARY EXCLUSIONS LOWER THAN TIER COVERED TRANSACTIONS

CONTRACTOR AND SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

(Provide one completed Form for the Prime Contractor and any Subcontractors)

MTS may not permit a contractor or subcontractor to bid on, be awarded, or perform work on a public works project if the contractor or subcontractor is ineligible to bid on, be awarded or perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7.

In addition, MTS may not award any federally funded contract over \$25,000 to a contractor or subcontractor that is excluded or disqualified pursuant to 2 CFR Part 180 Subpart C.

The prime/subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

QUESTIONNAIRE

Has the Contractor, or any officer, principal, affiliates or employee of the Contractor ever been debarred, suspended, proposed for debarment, declared ineligible or otherwise prevented from bidding on, or completing a federal, state, or local government project?

☐ Yes

☒ No

If the answer is yes, or where the prime/subcontractor is unable to certify any of the statements in the above certifications, such prime/subcontractor shall attach an explanation (i.e. date, background, resolution) with this form.

Note: Failure to provide this form at the time of Bid/Proposal will not result in a finding of a non-responsive bid/proposal. Submittal of this form for The Prime Contractor and all Subcontractors is required for a Proposer to be deemed "Responsible." MTS encourages Proposers to complete and submit all forms at the time of bid/proposal.

SUBCONTRACTOR

(Copy this form if needed for additional subcontractors)

Business Name: _____
 License No. _____
 (if applicable): _____
 DUNS No.: _____

PRIME CONTRACTOR

Business Name: Farallon Design, Inc.
 License No. _____
 (if applicable): _____
 DUNS No.: 10-571-0121

ACKNOWLEDGED AND AGREED

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

Print Name: Maria Titova
 Title: Executive Director
 Signature: _____
 Date: 6/3/2024

RETURN THIS FORM WITH YOUR BID

EQUAL OPPORTUNITY PROGRAM WORKFORCE REPORT

Metropolitan Transit System (MTS) enforces an Equal Opportunity (EEO) program established under MTS policies and procedures No. 25. This program prohibits discrimination in employment and requires MTS Contractors to be equal opportunity employers. You may submit a copy of the Employer Information Report, EEO-1, in lieu of the **Equal Opportunity Program Workforce Report Continued Form**. The undersigned hereby certifies that the foregoing data contained herein is true and correct:

COMPLETE ALL SECTIONS OF THIS FORM:

1. The Official, Legal Name of Proposing Firm: Farallon Design. Inc.
2. Doing Business As: Rainforest Art Project
3. Legal Structure (Corp./Partner/Proprietor): C-CORP
4. Address of Establishment in San Diego County: 2169 National Ave
Street
San Diego CA 92113
City State Zip
1951 Locust Street
Street
Chico, CA 95928
City State Zip
5. If there is no office in San Diego County, or if there are less than 15 employees in that office, include an address for your regional office that will oversee the work under MTS' contract:

Employment Data - Include the employees located in San Diego County only, unless your firm employs fewer than fifteen (15) people locally. In the event, you should list the workforce of the regional office that will oversee the work under MTS' contract. Report all permanent full-time and part-time employees including apprentices and on-the-job trainees. Blank spaces will be considered as zeros

ACKNOWLEDGED AND AGREED

6. Name, Address, and Phone Number of Person to Contact Regarding this Report:

Name of Signee:

Maria Titova

Title:

Executive Director

Phone Number

619-236-0068

Address:

2169 National Ave.

Street

San Diego, CA 92113

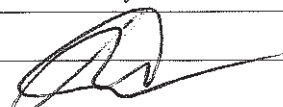
City

State

Zip

Name of Signee:

Authorized Signature:



Date:

6/3/2024

EQUAL OPPORTUNITY PROGRAM WORKFORCE REPORT CONTINUED

OCCUPATIONAL CATEGORY	African American		Hispanic		Asian or Pacific Islander		Native American		Other		Overall Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Executive/Managerial				1					1	1	1	2
Engineers/Architects/ Surveyors												
Professionals (N.E.C.)				1						3		4
Technicians												
Sales									1		1	
Administrative Support										1		1
Protective Services												
Services (N.E.C.)												
Craft Workers (Skilled)			1	1			1		2		1	4
Machine Operators, Assemblers & Inspectors												
Transportation and Material Moving												
Laborers (Unskilled)												
TOTALS FOR EACH COLUMN			1	4					2	7	3	11

Indicate by gender and ethnic code the number of the above workforce, which are persons with disabilities:

DISABLED												
----------	--	--	--	--	--	--	--	--	--	--	--	--

ETHNIC IDENTIFICATION

African American: (NOT OF HISPANIC ORIGIN): All persons having origins in any of the black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area, includes, China, Japan, Korea, the Philippine Islands, and Samoa.

Native American: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

Other: Caucasian and others not falling into one of the designated categories.

DISABLED DEFINITION

Any person who 1) has a physical or mental condition which limits one or more of such person's major life activities, 2) has a history of such a condition, or 3) is regarded as having such a condition. For purposes of this definition, "major life activity" means any mental or physical function or activity, which if impaired, creates a substantial barrier to employment.

OCCUPATIONAL CATEGORY LIST

Executive/Managerial

Executive, Management Related

Engineers/Architects/Surveyors

Professionals (N.E.C.)*

Mathematical and Computer Scientists

Natural Scientists

Health Diagnosing

Health Assessment and Treating

Teachers, Postsecondary

Teachers, except Postsecondary

Counselors, Educational and Vocational

Librarians, Archivists, Curators

Social Scientists and Urban Planners

Social, Recreation and Religious Workers

Lawyers and Judges

Writers, Artists Entertainers & Athletes

Technicians

Health Technologists and Technicians

Engineering and Related Technologists and Technicians

Science Technicians

Technicians, Except Health, Engineering, and Service

Sales

Supervisors and Proprietors

Sales Representatives, Finance, and Business

Services

Sales Representatives, Commodities except Retail

Sales Workers, Retail, and Personal Services

Other Sales Related

Administrative Support

Supervisors of Administrative Support

Computer Equipment Operators

Secretaries, Stenographers, Typists

Information Clerks

Records Processing, Except Financial

Financial Records Processing

Duplicating and Other Office Machine Operators

Communications Equipment Operators

Mail and Message Distributing

Material Recording and Distributing Clerks

Adjusters and Investigators

Other Office/Clerical

*N.E.C.: Not Elsewhere Classified

Protective Services

Supervisors of Protective Services

Firefighting and Fire Prevention

Police and Detectives

Guards & Other Protective Services

Services (N.E.C.)*

Private Households

Food Preparation and Services

Health Services

Cleaning and Building Services

Personal Services

Craft Workers (Skilled)

Supervisors of Mechanics and Repairers

Vehicle and Mobile Equipment Mechanics and Repairers

Heating, Air Conditioning, Refrigeration, Mechanics

Other Mechanics and Repairers

Supervisors of Construction Trades

Construction Trades, Except Supervisors

Extractive Occupations

Precision Production Occupations

Machine Operators, Assemblers & Inspectors

Metalworking and Plastic Working Machine Operator

Metal and Plastic Processing Machine Operators

Woodworking Machine Operators

Printing Machine operators

Textile, Apparel, and furnishing Machine Operators

Machine Operators, Assorted Materials

Fabricators, Assembler and Hand Working Occupations

Production Inspector, Tester, Sampler, Weigher

Transportation and Material Moving

Motor Vehicle Operators

Rail Transportation Occupations

Water Transportation Occupations

Material Moving Equipment Operators

Laborers (Unskilled)

Handlers

Equipment Cleaners

Helpers & Laborers

CALIFORNIA PUBLIC RECORD ACT (PRA) ACKNOWLEDGEMENT

I/We hereby represent, acknowledge, and agree as follows:

1. MTS is a California public agency established by California Public Utilities Code, Section 120000. et. seq. , and is subject to the California PRA (Government Code sec. 6250 et seq.) which provides generally that all records relating to a public agency's business are open to public inspection unless exempted from disclosure by law.
2. The proposal I/we have submitted to MTS is open to public inspection under PRA unless it is exempted from disclosure by law.
3. To the extent the proposal includes materials that I/we believe are exempt from disclosure under PRA, I/we understand that I/we must provide a letter identifying the materials that I/we believe are exempt from disclosure and explaining the basis for exemption.
4. Any materials not identified as exempt from disclosure are open to public inspection, and I/we waive any right to subsequently claim exemption from disclosure for such materials.
5. MTS at all times retains the right to make the final determination regarding what, if any, portion of a proposal is subject to disclosure under PRA.
6. Use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal which would prohibit or limit public inspection is not acceptable and may deem the proposal non-responsive and may be rejected; labeling a page as such does not prohibit MTS from disclosing the page in response to a PRA response or in the ordinary course of business if MTS concludes it is obligated to so by applicable law.
7. To defend and indemnify MTS in any action on a PRA request for any of the contents of a Proposal marked TRADE SECRET, CONFIDENTIAL or PROPRIETARY.
8. Marking a document as "trade secret", "confidential" or "proprietary" without the express written permission of MTS does not exempt a document from disclosure to third parties under state or federal law, or in the normal course of MTS's business operations. MTS has no obligation to get a respondent's permission before producing such documents.
9. The bid I/we have submitted (*check one of the following*)
 materials that we believe are exempt from disclosure under PRA.

INCLUDES ☐

DOES NOT INCLUDE ☒

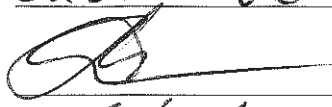
ACKNOWLEDGED AND AGREED

Company Name:

Title:

Signature:

Date:

Maria Titova
Farallon Design Inc.
Executive Director

6/3/2024

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH OFFER

(23 U.S.C. § 112(c) and California Public Contract Code § 7106)

The undersigned declares:

I am the Executive Director of Favallon Design Inc., the party making the foregoing offer.

The offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The offer is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham offer. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham offer, or to refrain from submitting an offer. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the offer price, or of that of any other proposer. All statements contained in the offer are true. The proposer has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, offer depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/3/24 (date), at San Diego (city), CA (state).

ACKNOWLEDGED AND AGREED

Name of Contractor:

Favallon Design Inc.

Signature:

[Signature]

Date:

6/3/24

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

1. The Contractor is not:
 - a. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - b. a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran. ☒
2. MTS has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, MTS will be unable to obtain the goods and/or services to be provided pursuant to the Contract. ☒
3. The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000. ☒

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

ACKNOWLEDGED AND AGREED

Company Name:

Farallon Design Inc.

Title:

Executive Director

Signature:

[Signature]

Date:

6/3/24

SAFETY DEPARTMENT STANDARD OPERATING PROCEDURES

FOR CONTRACTORS SAFETY AND HEALTH REQUIREMENTS

(SAF 016-03)

January 2003

SAF 016-03

Purpose: To establish environmental, safety and health requirements for the San Diego Metropolitan Transit System (MTS) Contractors.

Background: MTS is committed in providing and maintaining a safe work place, safe plant and equipment, and a safe and competent workforce as required by legislation and best industrial practice for our employees, customers, visitors, and general public.

To support this commitment, we require our Contractors to provide adequate leadership and safety training for their employees and require the same of their sub-Contractors.

Objectives: This SOP requires all MTS Contractors to:

- Comply with the environmental, safety and health requirements of the contract as per FTA, OSHA, Cal OSHA, and San Diego Metropolitan Transit System (MTS).
- Assign a competent person the responsibility for the implementation of the safety regulations, personal protective equipment usage, and compliance with hazardous materials/environmental policies, and drug and alcohol program.
- Ensure that all Contractor employees and sub-Contractors are trained and educated in safety and support on-site Contractors on safe work and MTS safety programs.
- Sign the MTS Contractual Agreement with Outside Agencies (Safety Rules).

MTS Representatives are required to:

- Pro-actively monitor the Contractors' workplace to identify all occupational health and safety hazards – Departmental/Safety representative.
- Safety and contract requirements compliance – Audit/Inspection conducted and documented (schedule and spot check) by Quality Assurance Department.

NOTE: Copies of both MTS Illness and Injury Prevention Program (IIPP) and the MTS Maintenance Department Code of Safe Practices are available in the Safety Department's office. MTS handles the Engineering/Construction site safety plans.

SAFETY DEPARTMENT SAFETY RULES

MTS Contractual Agreement with Outside Agencies

Work on MTS Premises

A. Safety Rules

These safety rules apply specifically to Contractors, Contractor's employees, or sub-Contractors working on Metropolitan Transit System (MTS) property. Any loss or damage, including death, resulting from Contractors, Contractor's employees, or subcontractor's negligence shall hold MTS management and employees harmless from any such loss. No work shall be performed on MTS property without approval and proper permits, when required. Requirements:

1. Comply with Cal OSHA, state, local and MTS' safety, and environmental policies.
2. Observe and follow all posted facilities safety regulations.
3. Use the proper Personal Protective Equipment required for the job.
4. No illegal drugs or alcohol will be consumed on site or off the premises while working for MTS.

B. Use of Tools and Equipment (when required)

1. Required Tools and Equipment must be in good condition, safe for use and calibrated (if required).
2. Follow safe engineering work practices/procedures.
3. Wear the required personal protective equipment when using tools.

C. Machinery and Vehicles (when required)

1. Do not attempt to operate MTS machinery or equipment without special permission.
2. Only licensed operators may operate Forklift Trucks and other equipment on MTS occupied spaces.

D. Contractor Requirements (when required)

1. Valid Contractor's license number.

ACKNOWLEDGED AND AGREED

Company Name:

Farallon Design Inc.

Print Name:

Maria Titova

Title:

Executive Director

Signature:

[Signature]

Date:

6/3/2024

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE FORM

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to submit a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Bidder further acknowledges:

- Proposer shall maintain a current DIR registration for the duration of the project.
- Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the proposal is non-responsive.

PRIME CONTRACTOR

Business Name: Farallon Design Inc.

Registration No.
(if applicable): PW-LR-1001163884

DUNS No.: 10-571-0121

Company Name: Farallon Design Inc.

Print Name: Maria Titova

Title: Executive Director

SAMPLE PROMPT PAYMENT CERTIFICATION FORM

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
PROMPT PAYMENT CERTIFICATION FORM

PURPOSE: This certification is used to monitor compliance by prime contractors to promptly pay its subcontractors. In accordance with DOT's DBE Regulations and MTS's DBE Program, prime contractors must pay its subcontractors for satisfactory performance of their contracts no later than seven (7) days from receipt of payment from MTS. Any delay or postponement of payment over thirty (30) days must be for good cause and after receipt of prior written approval from a MTS Project Manager.

INSTRUCTIONS: Please complete the below Prompt Payment Certification Form and return to MTS within **14 days** after receipt of payment from MTS at the following email address: Contract.Admin@sdmts.com. If there is more than one subcontractor on the contract, please complete a separate Prompt Payment Certification Form for each subcontractor.

1. CONTRACTOR INFORMATION

Contractor Name: _____ Contract No. _____ Work Order No. _____
 Telephone No. _____ Email Address _____

2. PAYMENT INFORMATION

- a) Name of Subcontractor: _____
- b) Type of Services or Materials Provided by Subcontractor (state NAICS code if known)? _____

- c) Date Last Payment Received from MTS?: _____
- d) Was any of that payment for services/materials provided by the subcontractor? _____
 * If YES, please answer questions e-h. If NO, proceed to Part 3 Certification.
- e) Payment Amount: _____
- f) Payment Date: _____
 * Prime contractors must pay their subcontractors for satisfactory performance of their contracts no later than seven (7) days from receipt of payment from MTS
- g) If payment was delayed or postponed over thirty (30) days, who at MTS pre-authorized the delay or postponement and when was such pre-authorization given? _____

- h) If payment was delayed or postponed over thirty (30) days, was the reason for good cause? (Explain): _____

3. CERTIFICATION

The contractor hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

Signature _____ Title _____ Date _____

*** FOR MTS USE ONLY ***

Date Certification Received _____ Contractor Compliant _____

BUY AMERICA (IRON, STEEL MANUFACTURED PRODUCTS AND CONSTRUCTION MATERIALS)

ALTERNATIVE A

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The Proposer/Bidder hereby certifies that it will comply with the requirements of Section 49 U.S.C. 5323 (j)(1), the applicable regulations in 49 C.F.R. 661, and Section 70914 of the Infrastructure Investment Jobs Act.

ACKNOWLEDGED AND AGREED

Print Name:

Maria Titova

Signature:

[Signature]

Date:

6/3/2024

CERTIFICATE FOR NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

ALTERNATIVE B

The Proposer/Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1) or Section 70914 of the Infrastructure Investment Jobs Act but it may qualify for an exception to the requirement pursuant to Section 49 U.S.C. 5323 (j)(2), and the applicable regulations in 49 C.F.R. 661.7 or Section 70914 of the Infrastructure Investment Jobs Act.

ACKNOWLEDGED AND AGREED

Print Name: _____

Signature: _____

Date: _____

Complete the form on the next page if you select Alternative B.

NOTE: COMPLETE EITHER ALTERNATIVE A OR B - DO NOT COMPLETE BOTH.

BUY AMERICA (IRON, STEEL, MANUFACTURED PRODUCTS AND CONSTRUCTION MATERIALS)

ADDITIONAL INFORMATION FOR BUY AMERICA CERTIFICATE - ALTERNATIVE B

The Proposer/Bidder hereby certifies that it cannot comply with the requirements of Section 49 U.S.C. 5323 (j)(1) or Section 70914 of the Infrastructure Investment Jobs Act, but it may qualify for an exception to the requirement pursuant to Section 49 U.S.C. 5323 (j)(2), and the applicable regulations in 49 C.F.R. 661.7 or Section 70914 of the Infrastructure Investment Jobs Act.

[illegible]

Notes: (1) For "Type of Waiver Requested," See Buy America, Section 7-5.8. List 1, 2, 3 or 4.

(2) Proposer must complete either Alternative A or B, Buy America Certificate.

CERTIFICATE OF RESTRICTIONS ON LOBBYING

The CONTRACTOR hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
3. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
Check one of the following Boxes.

Does NOT Apply ☒

Applies ☐

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 30 day of May, 2024

ACKNOWLEDGED AND AGREED

Name of Contractor:

Mania Titova
Farallon Design Inc.

Signature:

[Signature]

Date:

5/30/24

EXHIBIT F
CLEAN CALIFORNIA THIRD PARTY CONTRACT REQUIREMENTS

DRAFT

As a Clean California Local Grant Program (CALTRANS) grantee, the San Diego Metropolitan Transit System (MTS), is required to inform the Contractor and any Subcontractor of the following information. In the event there are similar clauses between these CALTRANS provisions, and the terms of this Contract, including any Federal Transit Administration (FTA) clauses, Contractor and any Subcontractor shall comply with both to the extent possible. If there is a conflict between provisions that would result in the Contractor not complying with one or more provisions, contact MTS staff for further direction. 1.

1. Cost Principles:

The Contractor and its subcontractors agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items. Contractor and any of its subcontractors also agrees to comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, to the extent applicable.

Contractors and its subcontractors also shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. Contractors and any of its subcontractors agree to comply with Generally Accepted Accounting Principles (GAAP), to enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

1. Nondiscrimination

Contractors and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Contractors and its subcontractors shall also give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor agrees to include the above clause in each subcontract.

2. Mandatory Organic Waste Recycling

Pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week in performance of this Contract, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide MTS proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling.

3. Record Retention

Contractors and any of its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract, including, but not limited to, the costs of administering those various contracts. Materials shall be available at their respective offices at all reasonable times during the entire Project period and for

three (3) years from the date of final payment to MTS under this Contract. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions.

All accounting records and other supporting papers connected with Project performance shall be maintained for a minimum of three (3) years from the date of final payment to MTS and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished upon receipt of any request made by CALTRANS or its agents.

Contractor and any subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records to the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CALTRANS.

The Contractor agrees to include the above clause in each subcontract.

4. Travel Reimbursements

If applicable and if expressly authorized by MTS within the Contract, travel and per diem reimbursements of Contractor and its subcontractors, will be allowable as Project costs only after those costs are incurred and paid for.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Contractor and its subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link:

<https://travelpocketguide.dot.ca.gov/>.

5. Educational Programming

If applicable, Contractor shall provide MTS a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for this Contract, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. Contractor shall provide MTS any and all other intellectual property rights necessary.

To the extent any logos, including trademarks or service marks, are used on educational programming created or produced for this Contract, Contractor agrees to grant MTS and Caltrans all necessary rights to use and allow agents of CALTRANS to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication.

Contractor must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for this Contract a disclaimer that states the content of the educational programming

does not reflect the official views or policies of MTS or CALTRANS. The educational programming does not constitute a standard, specification, or regulation.

6. Artwork

If applicable, Contractor, or any other copyright owner(s) of Artwork, shall grant MTS and CALTRANS a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of Artwork created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. Contractor shall grant MTS any and all other intellectual property rights necessary.

Contractor must place a disclaimer statement in a conspicuous manner on or in close proximity to the Artwork created or produced for this Contract a disclaimer statement that the contents of the artwork do not reflect the official views or policies of MTS or CALTRANS.

7. Government Purpose Rights for Inventions

Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by Contractor and its subcontractors in performance of any work and during the term under this Contract. If applicable, Contractor and its subcontractors shall provide MTS and CALTRANS Government Purpose Rights to any inventions created as a result of the Contract. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside MTS and CALTRANS for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

8. Intellectual Property

If applicable, Contractor and any subcontractors shall grant the rights necessary to MTS and CALTRANS to allow for use of the intellectual property in a fashion similar to other rights for non-commercial uses and State government purposes.

If additional uses are reasonably determined to be needed for public outreach purposes, Contractor shall grant MTS and CALTRANS obtain rights and grant its agents said additional rights for use of the "Before" and "After" Project photos, Artwork created or produced for this Contract, and educational programming created or produced for this Contract. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license. As requested by MTS, all reproductions and/or copies of "Before" or "After" Project photographs, educational programming, and Artwork shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication].

In performing services under this Contract, Contractor and its Subcontractor shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights

of any third party. If Contractor and its Subcontractors becomes aware of any such possible infringement in the course of performing any work under this RGA, immediate notification to MTS in writing is required.

DRAFT

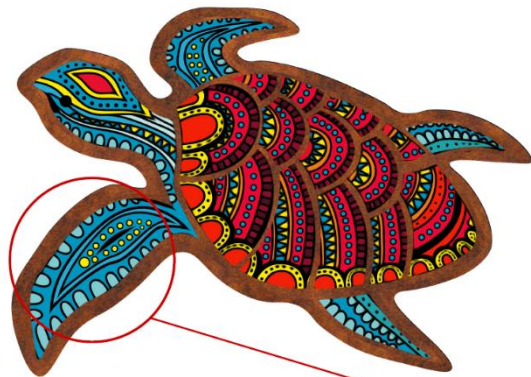
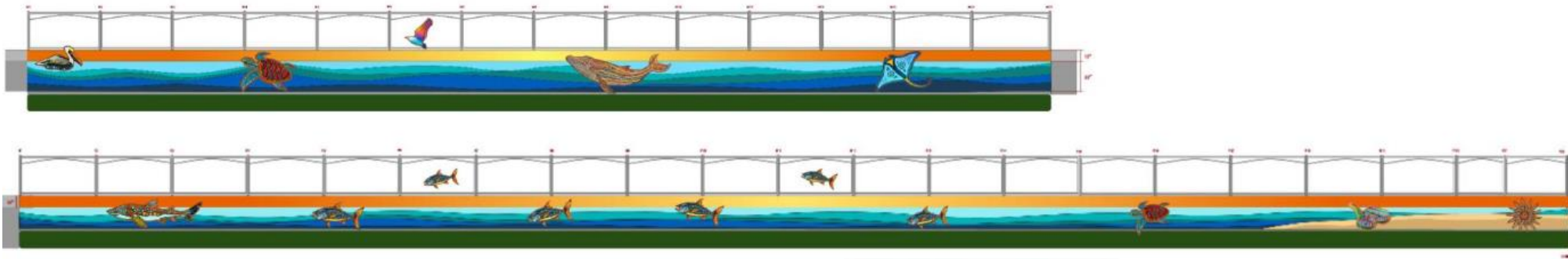
Mural 1

Types of materials used: primer; white basecoat; color blocking product; nova color; clear coat; anti-graffiti coating

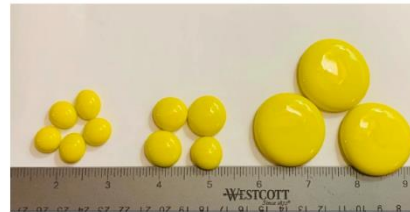


Mural 2

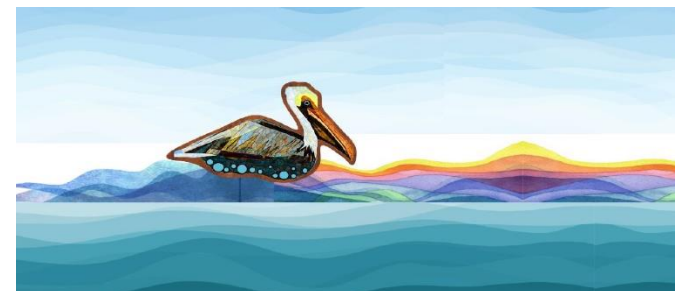
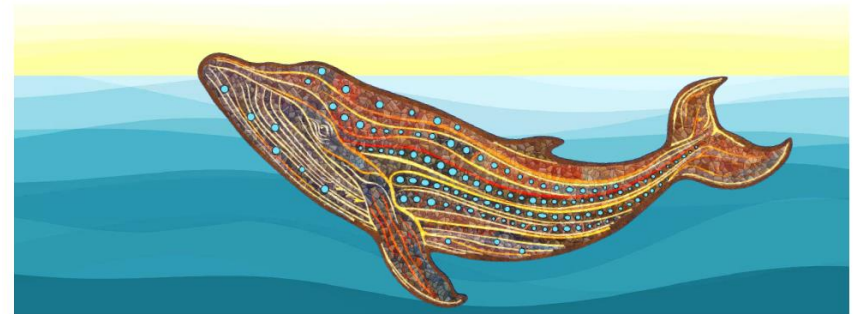
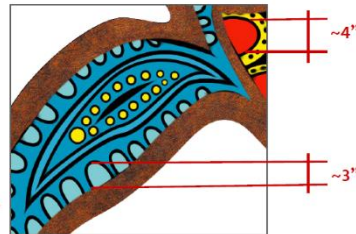
Types of materials used: stained glass mosaic materials, adhesives, grouts, backing boards, steel, paints and finishes.



Close up view



Actual mosaic pieces size variations





**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 21

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

September 12, 2024

SUBJECT:

Federal Transit Administration Section 5310 Grant Application

RECOMMENDATION:

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

- 1) Adopt Resolution No. 24-12 agreeing to comply with all terms and conditions of the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities program as set forth by the FTA and the San Diego Association of Governments (SANDAG);
- 2) Authorize the Chief Executive Officer (CEO) to submit the following applications and execute any grant agreements awarded by SANDAG:
 - a) \$600,000 in Federal Fiscal Year (FFY) 2023 FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities funding for paratransit vehicle replacement; and
 - b) \$600,000 in FFY 2024 FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities funding for paratransit vehicle replacement; and
- 3) Authorize the commitment of up to \$300,000 in local matching funds to fully fund the purchase of seven (7) paratransit vehicles.

Budget Impact

Section 5310 requires that at least 20 percent of the total project cost be funded by local matching funds. SANDAG has set a maximum Section 5310 request amount of \$1,200,000 for Capital projects. Bus Procurement Project (WBSE 30011228) will fund the required \$300,000 in local matching funds for the replacement of seven (7) paratransit vehicles.

DISCUSSION:

The FTA provides capital and operating assistance to agencies providing transportation through Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities Program. These



funds are to be apportioned by the Metropolitan Planning Organization (MPO) through a competitive grant application process. SANDAG is currently accepting applications for the available funding for FFY 2023 and 2024. SANDAG requirements include submission of a resolution by the MTS Board of Directors agreeing to comply with the terms and conditions of the Section 5310 program, authorizing the CEO to submit applications and execute any grant agreements, and authorizing the commitment of local matching funds to the project. Applications are due October 9, 2024, by 5:00pm PST.

MTS replaces paratransit vehicles every year according to their age and mileage. MTS is scheduled to purchase 23 replacement vehicles in Fiscal Year (FY) 2025. This funding would be used to purchase seven (7) of those 23 vehicles, if fully awarded.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Adopt Resolution No. 24-12 agreeing to comply with all terms and conditions of the FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities program as set forth by the FTA and SANDAG;
- 2) Authorize the CEO to submit the following applications and execute any grant agreements awarded by SANDAG:
 - a) \$600,000 in FFY 2023 FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities funding for paratransit vehicle replacement; and
 - b) \$600,000 in FFY 2024 FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities funding for paratransit vehicle replacement; and
- 3) Authorize the commitment of up to \$300,000 in local matching funds to fully fund the purchase of 7 paratransit vehicles.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 24-12; 2024 Specialized Transportation Grant Program (STGP)

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 24-12

RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS
FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS, COMMITTING THE NECESSARY
LOCAL MATCH FOR THE PROJECT(S),
AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, the San Diego Association of Governments (SANDAG) is making available funds for a Specialized Transportation Grant Program (STGP) through a competitive process; and

WHEREAS, San Diego Metropolitan Transit System wishes to receive grant funds through the STGP; and

WHEREAS, San Diego Metropolitan Transit System understands that the STGP funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded through the STGP; and

WHEREAS, San Diego Metropolitan Transit System understands that all funds awarded from SANDAG are subject to a use it or lose it policy enunciated in SANDAG Board of Directors Policy No. 035: Competitive Grant Program Procedures; and

WHEREAS San Diego Metropolitan Transit System understands that projects funded through the STGP require matching funds to be provided by San Diego Metropolitan Transit System;

NOW THEREFORE BE IT RESOLVED by the Board of the Directors that San Diego Metropolitan Transit System is authorized to submit the following grant Application(s) to SANDAG; and

Grant Program	Funding Years	Project Type	Project Name
Section 5310	FFY 23 & 24	Capital	FY25 ADA Bus Procurement

BE IT FURTHER RESOLVED that if an award is made by SANDAG to fund these projects, San Diego Metropolitan Transit System commits to provide matching funds per project that adheres to the Minimum Match Percentage in the amount of the Net Project Cost less the grant award per project; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG, San Diego Metropolitan Transit System authorizes staff to accept the grant funds, execute the Grant Agreement(s) with no exceptions in substantially the same form as provided through the Call for Projects, and complete the Project(s); and

BE IT FURTHER RESOLVED that, San Diego Metropolitan Transit System understands and agrees to comply with all applicable requirements in the SANDAG Program Management Plan; and

BE IT FURTHER RESOLVED that, San Diego Metropolitan Transit System understands and agrees that SANDAG shall have no liability for costs that may arise associated with the Project(s), which are not included in the Grant Agreement(s), including but not limited to costs stemming from claims, litigation, changes in law, or force majeure events.

PASSED AND ADOPTED, by the Board of Directors this 12th day of September 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 24-12



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 22

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

September 12, 2024

SUBJECT:

Fiscal Year (FY) 2023-2024 and FY 2024-2025 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 24-13 (in substantially the same format as Attachment A) in order to:

- 1) Authorize the use of, and application for, \$5,815,604 in FY 2024-25 SGR funding to be used for the FY26 Bus Procurement Project; and
- 2) Approve the acceptance of additional \$183,001 in FY 2023-24 SB1-SGR funding to bring the total FY 2023-24 allocation to \$5,455,018.

Budget Impact

The State Controller's Office estimates that MTS will receive \$5,815,604 in FY2024-25 SB1-SGR funding. There are no matching requirements.

DISCUSSION:

The Road Repair and Accountability Act of 2017, SB 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the SGR Program. This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of a Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee is transferred to the State Controller's Office (SCO) for the SGR Program. These funds are allocated under the STA Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half is allocated based on population and half according to transit operator revenues.

The SGR funding program requires agencies to agree to comply with all conditions and requirements set forth in the SGR Program Recipient Certifications and Assurances. The SGR



program also requires that the agencies' governing body authorize the Chief Executive Officer (CEO) or designated representative to execute all required documents of the SGR program.

MTS staff has identified the FY26 Bus Procurement Project as a project meeting the SGR funding requirements. The project will replace seven (7) 40-foot compressed natural gas buses expected to reach the end of their useful life in FY26. The Board approved a contract with New Flyer, Inc. on July 14, 2022 (Agenda Item 30) for the overall purchase of replacement vehicles. The total budget for this procurement is currently estimated at \$70 million. MTS has identified a combination of Federal, State and local funding to fund this project.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 24-13 in substantially the same format as Attachment A) in order to:

- 1) Authorize the use of, and application for, \$5,815,604 in FY 2024-25 SGR funding to be used for the FY26 Bus Procurement Project; and
- 2) Approve the acceptance of additional \$183,001 in FY 2023-24 SB1-SGR funding to bring the total FY 2023-24 allocation to \$5,455,018.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 24-13

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION No. 24-13

Resolution Approving the Fiscal Year (FY) 2023-2024 and FY 2024-2025
SB1 State of Good Repair Claim

WHEREAS the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive State Transit Assistance (STA) funding from the State of Good Repair Account (SGR) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Caltrans) as the administrative agency for the SB1-SGR program; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments there to the Chief Executive Officer; and

WHEREAS, in order to qualify for the SB1-SGR funding allocation, MTS is required to submit a proposed project list to Caltrans on an annual basis and for FY 2024-2025, MTS proposes to fund the ongoing the FY26 Bus Procurement Project; and

WHEREAS, MTS wishes to authorize the use of, and application for, \$5,815,604 in FY 2024-2025 SB1-SGR funding to be used for the FY26 Bus Procurement Project; and

WHEREAS, MTS wishes to increase the originally funding budget of \$5,272,017 in FY 2023-2024 SB1-SGR funding by \$183,001, revising to a new funding amount of \$5,455,018 to be used for the SD100 LRV Replacement Project; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the FY 2024-2025 SGR amounts totaling \$5,815,604 for the FY26 Bus Procurement Project, and disburse to MTS the FY 2023-2024 SGR amount totaling \$5,455,018 to be used for the SD100 LRV Replacement Project

PASSED AND ADOPTED, by the Board of Directors this 12th day of September 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 24-13



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 9/5/2024

Agenda Item No. 23

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

September 12, 2024

SUBJECT:

Adoption of Amended 2024 Conflict of Interest Code

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING

