Executive Committee Agenda

May 14, 2026

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

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

Instructions for providing in-person public comments:

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

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

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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) 398-9561** or by mail at **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**

Agenda del Comité Ejecutivo

May 14, 2026

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CC	▶	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.
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	▶	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.

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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

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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) 398-9561** o por correo postal en **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**

Metropolitan Transit System

Executive Committee

Agenda

May 14, 2026 at 9:00 a.m.

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

The Executive Committee also serves as the Audit Oversight Committee and Budget Development Committee.

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 April 9, 2026 Executive Committee meeting Minutes.	Approve
	DISCUSSION ITEMS	
4.	**Fiscal Year (FY) 2027 Operating Budget Discussion (Gordon Meyer)** Action would provide direction to staff on the FY 2027 Operating Budget.	Possible Action
5.	**Orange Line Improvement Project Update (Heather Furey and Consultant T.Y. Lin)**	Informational
	OTHER ITEMS	
6.	**Review of Draft May 21, 2026 MTS Board Agenda**	
7.	**Staff Communications and Committee Member Communications**	
8.	**Next Meeting Date: June 11, 2026 at 9:00 a.m.**	
	CLOSED SESSION	
9.	**Public Comment for Closed Session**	

10. Closed Session – Conference with Real Property Negotiators Pursuant to California Government Code Section 54956.8; Approve

13.23 Mile Fiber Optic Cable Easement (Blue Line Right-of-Way Milepost 1.66 to 15.5)

Agency Negotiators: Sharon Cooney, Chief Executive Officer of San Diego Metropolitan Transit System (MTS) and President of San Diego & Arizona Eastern Railway (SD&AE); Karen Landers, General Counsel; Sean Myott, Manager of Real Estate Assets

Negotiating Parties: Transtelco, Inc.

Under Negotiation: Price and Terms of Payment

11. Adjournment

MINUTES

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

EXECUTIVE COMMITTEE

April 9, 2026

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. The full comment can be heard by reviewing the recording at the MTS website.]

1. Roll Call

Chair Whitburn called the Executive Committee meeting to order at 9:02 a.m. A roll call sheet listing Executive Committee member attendance is attached as Attachment A.

2. Public Comment

There were no Public Comments.

3. Approval of Minutes

Vice Chair Goble moved to approve the minutes of the March 12, 2026, MTS Executive Committee meeting. Chair Whitburn seconded the motion, and the vote was 4 to 0 in favor with Board Member Fernandez, Board Member Montgomery Steppe and Board Member Moreno absent.

[Clerks Note: Agenda noted action would approve the March 19, 2026, Executive Committee meeting however, the minutes approved were for the March 12, 2026, Executive Committee meeting]

DISCUSSION ITEMS (ITEMS 5 AND 6 TAKEN OUT OF ORDER)

4. Fiscal Year (FY) 2027 Operating Budget Discussion (Gordon Meyer)

Gordon Meyer, MTS Manager of Financial Planning, presented on the FY 2027 Operating Budget Discussion. He presented on: FY 2027 operating budget financial sustainability, budget development process, passenger fare revenue, other operating revenue, sales tax revenues, Federal Transit Administration (FTA), Senate Bill (SB) 125, other subsidy revenue, revenue summary and service levels, expense assumptions for personnel, purchased transportation, outside services, energy, other and expenses summary. He reviewed the consolidated revenues less expenses, preliminary 5-year forecast without fare increase, and preliminary 5-year forecast with fare increase and budget development next steps.

Public Comment

Christopher – Provided a verbal statement to the Board during the meeting. Christopher stated that he was calling as a San Diego resident and on behalf of an anonymous employee, saying that comments made by Board Member Dillard at the last Board Meeting harmed employee morale. He argued that most staff earned under $80,000 and that a wage freeze would worsen conditions and risk workforce loss, calling for her resignation. Christopher also criticized Board Member Elo-Rivera for policies he said increased resident costs, questioned his stance on wage freezes, and called for his resignation. He concluded by thanking the Board and urging support for employees.

Sara Ochoa – Provided a verbal statement to the Board during the meeting. Sara thanked staff efforts and urged that fare increases or service cuts remain a last resort, emphasizing that reliance of many residents on public transit. She also raised equity concerns about transit funding solutions, offering support for future revenue measures.

DRAFT

Minola Clark Manson – Provided a verbal statement to the Board during the meeting. Minola stated that many riders could not afford fare increases and urged the Board to preserve routes and treat the fare hikes as a last resort. She noted that economic challenges could increase transit reliance while higher fares might reduce ridership, and thanked the Board.

Committee Comment

Board Member Dillard proposed replacing the proposed 0% growth in non-union personnel costs with a lump sum payment as follows:

Eligible non-union employees would receive a one-time lump sum payment equal to 4% of their annual salary, limited to full-time staff with at least one year of service, and exclude executive roles and salaries over $200k. The payment does not affect base salary or benefits and would be issued around Thanksgiving, with a follow-up report to the Board on fiscal and workforce impacts.

Board Member Dillard stated that the proposal aimed to direct resources toward lower-paid employees, support retention, and avoid long-term cost increases, estimating savings of about $4M over five years.

Vice Chair Goble asked whether the increase in ridership in March was related to rising gas prices. Mr. Meyer stated that rising gas prices were believed to be a contributing factor to increased ridership, though the data was preliminary, and noted that ridership had risen across both Trolley and bus services. Vice Chair Goble recalled that when gas prices previously exceeded $5.00 per gallon, ridership had also increased, and noted uncertainty about how long such trends would last, expressing hope that gas prices would decline.

Vice Chair Goble asked for clarification on a negative reserve figure shown on Slide 17, noting confusion from an accounting perspective and requesting an explanation of how the negative amount should be interpreted. Mr. Meyer explained that the negative reserve figure reflected contributions from two self-funded reserves, including the San Diego and Arizona Easter (SD&AE) Department and For Hire Vehicle Administration (FHVA). He clarified that while some reserves were used to balance budgets, excess revenues in the SD&AE department resulted in a net contribution to reserves.

Vice Chair Goble referenced Slide 20 and noted that many unrepresented employees were in bus and rail operations. He asked how staff planned to achieve zero expense growth, including whether it could involve balancing wage increases with reductions in positions. Sharon Cooney, MTS Chief Executive Officer (CEO), explained that achieving zero expense growth would involve a range of tiered strategies, including potential position freezes, adjustments based on operational needs, and maintaining appropriate pay structures to avoid supervisory compression. She added that flexibility would be necessary to balance these factors and meet budget targets.

Vice Chair Goble requested future data comparing security costs per thousand passengers to other agencies, noting a concern that security presence may be higher than necessary at times.

Vice Chair Goble raised concerns about the legality of non-pensionable lump-sum payments and emphasized the importance of treating the organization as a unified team. He stated that he did not support the proposed motion and instead advocated for at least a 3% wage increase pool to be distributed across employees.

Board Member Moreno thanked staff for the presentation and expressed appreciation for securing the Caltrans Planning Grant to conduct the Otay Mesa study. Mr. Meyer stated that the

total grant awarded was $500k, with $300k planned for FY27 and the remainder for FY28. Mr. Thompson stated that the Request for Proposal (RFP) process to select a vendor was ongoing. He announced Beverly Neff, MTS Manager of Planning and Reporting, as the project lead, and noted that the study was expected to begin in October. Board Member Moreno advocated for the creation of a Budget Committee to further examine the details of the budget. She highlighted potential opportunities to pursue flexible TransNet major corridor capital funds to support MTS.

Board Member Moreno expressed uncertainty about the motion on the floor and requested clarification, while supporting flexibility for the CEO in allocating raises. She also noted concerns about staff retention, competitiveness, and the high cost of living, including that the MTS CEO's compensation was lower than the NCTD CEO despite MTS being a larger agency.

Board Member Montgomery Steppe thanked staff for the presentation and acknowledged the extensive work involved, noting that upcoming studies and community input would help inform budget decisions. She suggested exploring additional revenue options through land value capture strategies, such as assessment district and enhanced infrastructure financing districts, and requested further evaluation, potentially as part of the mid-year budget adjustments. Ms. Cooney explained that many of the suggested revenue strategies originated from the Transit Transformation Task Force report and noted that most would require state legislative action to be implemented. Board Member Montgomery Steppe expressed interest in a deeper Board discussion on revenue strategies from the Transit Transformation Task Force, including potential legislative advocacy, while noting the need for further evaluation before taking action.

She stated that she was not ready to take a position on the motion on the floor due to its complexity but emphasized the importance of exploring all options, particularly in light of potential fare increases affecting lower-income riders, and supported continuing the discussion.

Vice Chair Goble asked staff what the total cost would be for implementing a 3% wage increase pool. Mr. Thompson responded that it would be an approximately $1.5M pool. Vice Chair Goble stated that he believed $1.5M could be identified within a $400M+ budget to provide equitable raises and reinforce employees' sense of value. Vice Chair Goble asked staff to return to the full Board with an additional option that included the cost of a 3% wage increase pool for unrepresented employees, allowing the Board to compare and decide between proposals. He also acknowledged the financial strain on lower-income riders, emphasizing the fare increases and sales tax measures disproportionately impact them and should be considered carefully.

Board Member Elo-Rivera thanked Mr. Meyer for the presentations and sought confirmation that the proposed FY27 Operating Budget did not include fare increases or service reductions. Mr. Meyer clarified that the FY27 Operating Budget did not include fare increases or major service reductions, but did incorporate minor service efficiency adjustments that had been outlined in the presentation. Board Member Elo-Rivera asked what additional opportunities were not yet included in the budget but could potentially be implemented in the next fiscal year. Ms. Cooney explained that staff were pursuing multiple potential revenue opportunities, including discussions with San Diego Association of Governments (SANDAG) regarding TransNet funding while also monitoring uncertain federal funding changes. She also noted that the fare study would be presented to the Board and was not yet included in the FY27 budget, emphasizing that many factors remained uncertain and could require future budget amendments. Ms. Cooney added that a phased approach to potential fare increases was being considered to allow flexibility depending on future funding outcomes.

Board Member Elo-Rivera emphasized the importance of minimizing impacts on riders, stating that he wanted to ensure the Board had exhausted all options before considering fare

increases, particularly for financially vulnerable populations. He also highlighted the importance of maximizing non-fare revenue and carefully evaluating agency expenses.

Board Member Elo-Rivera addressed the motion, clarifying that his concern focused on higher-earning positions and the need to balance internal compensation decisions with potential burdens on riders. He suggested presenting multiple options to the Board, including both the proposed motions from Vice Chair Goble and Board Member Dillard and possibly a third option from staff, to allow for further analysis and informed decision-making. Karen Landers, MTS General Counsel, requested the opportunity for staff to confer with Board Member Dillard offline to clarify details of her motion and ensure accurate representation and analysis when presenting back to the Board.

Ms. Cooney suggested bringing the proposal back to the Executive Committee at a later meeting to allow more time to review, rather than advancing it immediately to the full Board. She emphasized the complexity of the proposal and the need for careful consideration. She also highlighted the importance of allowing executive leadership flexibility to manage to the budget, noting that operational needs require nuanced decision making to support workforce stability and service delivery.

Board Member Elo-Rivera acknowledged the financial challenges faced by both employees and riders, he apologized for any prior miscommunication, and emphasized his intent to minimize impacts on those struggling with the cost of living. He supported presenting multiple motions to the Board and possibly a hybrid approach. He reiterated the importance of ensuring the Board could demonstrate that all efforts were made to avoid burdening riders or employees.

Board Member Dillard expressed appreciation for the discussion and stated that her motion was intended to balance financial responsibility with the needs of riders, particularly underserved populations. She mentioned the importance of demonstrating accountability and ensuring that all possible measures were taken before placing additional burden on riders. Board Member Dillard acknowledged uncertainty around external funding and the agency's financial challenges, and reiterated her desire to work collaboratively with staff and Board Members to refine her motion and reach a balanced solution.

Board Member Fernandez stated that he would like to see Board Member Dillard's motion in writing and have time to review it before taking a vote. He also supported Board Member Moreno's suggestion to form a Budget Committee, emphasizing the need to address the agency's structural deficit. Board Member Fernandez acknowledged morale concerns for both employees and riders, stressing the importance of shared sacrifice and teamwork across the organization.

Chair Whitburn emphasized that the Board's discussion appropriately centered on riders, while noting that delivering high quality service required valuing and retaining skilled staff across all levels of the organization. He stated that staff were not the cause of the agency's financial challenges and cautioned against blanket pay freezes that could harm operations. Chair Whitburn expressed support for bringing multiple options back to the Executive Committee for further review, including various proposals discussed and affirmed that decisions should balance supporting riders and ensuring employees feel valued.

Action Taken

No action taken. Informational item only.

5. Baltimore Junction and Euclid Avenue Planning Study (Heather Furey and Brent Boyd)

Heather Furey, MTS Senior Director of Capital Projects, and Brent Boyd, MTS Director of Planning & Scheduling, presented on the Baltimore Junction and Euclid Avenue Planning Study and background.

Public Comment

There were no Public Comments.

Committee Comment

Board Member Montgomery Steppe asked for clarification on the Euclid Avenue planning study, noting cost differences among alternatives and inquiring whether community and stakeholder feedback had favored Alternative One. Ms. Furey responded that the data reflected how alternatives were evaluated overall, noting that while Alternative One may have been a community preference, additional community input would be needed as the project moved forward. Board Member Montgomery Steppe noted the significant cost differences between project alternatives and observed that lower cost options may score higher due to budget considerations, despite other factors. She expressed interest in continued discussion and future progress on grade separation improvements.

Board Member Dillard expressed support for the project, particularly its benefits for La Mesa, and highlighted ongoing concerns about graffiti along the corridor. She requested that future improvements consider long term solutions, such as landscaped barriers, to help deter vandalism and enhance the area's appearance. Ms. Furey noted that the project was still in early stages and that environmental design improvements, such as those suggested, could be considered for incorporation.

Action Taken

No action taken. Informational item only.

6. E Street Affordable Component Transit-Oriented Development (TOD) Project (E St TOD Project) – Disposition and Development Agreement (Karen Landers)

Karen Landers, MTS General Counsel, presented on E Street Affordable Component Transit-Oriented Development (TOD) Project (E St TOD Project – Disposition and Development Agreement. She presented on: Joint development with City of Chula Vista, Surplus Land Act (SLA) Exception, Joint RFP status, joint TOD project components, Eden Housing - affordable component, project phasing – MTS requirements, project phasing – CV phases, and staff recommendation.

Public Comment

There were no Public Comments.

Committee Comment

Board Member Fernandez expressed strong support for the project, highlighting its alignment with leveraging agency assets to advance housing and transit goals. He recommended Board approval of the agenda item.

Board Member Moreno expressed strong support for the project, describing it as a transformative investment for the South Bay and praising staff and partners involved. She mentioned the importance of addressing the housing crisis and commended the developers

work in the community, while also supporting broader infrastructure improvements such as grade separations. Board Member Moreno asked about plans for bathroom accessibility at the project site. Sean Myott, MTS Manager of Real Estate Assets, confirmed that restrooms were included as part of the project and would remain in place during initial development. He added that while final restroom details in the master plan were still to be determined, facilities would be maintained as part of the overall project. Board Member Moreno expressed appreciation for addressing parking concerns for transit riders and stated her support for the project and seconded the motion and congratulated those involved.

Chair Whitburn echoed support for the project and expressed appreciation for the work completed by staff and partners.

Karen Landers acknowledged the presence of David Graham, the City of Chula Vista Director of Economic Development, and noted his support throughout the project.

Action Taken

Board Member Fernandez moved to forward a recommendation to the San Diego Metropolitan Transit System (MTS) Board of Directors to: 1) Authorize the Chief Executive Officer to execute a Disposition and Development Agreement with Bayview Family Housing LP for the Est TOD Project (DDA); and 2) Authorize the Chief Executive Office to take all actions necessary to fulfill MTS's obligations under the DDA, including, but not limited to executing a Ground Lease and related regulatory agreements for the project. Board Member Moreno seconded the motion, and the vote was 7 to 0 in favor.

7. Real Estate and Joint Development Program Status Update (Sean Myott)

Sean Myott, MTS Manager of Real Estate Assets, presented on Real Estate and Joint Development Program Status Update. He presented on: City of San Diego TOD sites, 47th St./Creekside Apartments (1987), Morena Linda Vista/Arrive Mission Valey (2007), Encanto-62nst St./Villa Encantada (2018), Grantville/ShoreLine & Union Grantville (2023/4), TOD & Ridership – Grantville, Rancho Bernardo/Skyline (2026), 12th & Imperial Ave. Transit Center TOD, Beyer Boulevard, E Street/Bayview Point, Grossmont/The District (2010), Spring Street, publicly available data, residential home/unit and revenue totals.

Public Comment

There were no Public Comments.

Committee Comment

Vice Chair Goble asked what challenges were preventing the El Cajon site from successfully advancing to completion. Mr. Myott explained that challenges with advancing the El Cajon Transit Center site were partly due to its location outside designated qualified census tracts, which limited access to affordable housing incentives. He noted that nearby areas did qualify, but anticipated mapping changes had not occurred, affecting project viability and noted that the mapping changes come from the State. Vice Chair Goble stated that further work would be needed to address the mapping changes with the state.

Chair Whitburn expressed appreciation for the progress on transit-oriented development and highlighted its importance in addressing the region's high cost of living, particularly housing. He noted recent declines in rental prices and emphasized that increasing housing supply, especially affordable housing near transit, helped improve affordability and access. Chair Whitburn added that these efforts benefited both the community and the agency through increased ridership and revenue, and commended staff for advancing the program.

Action Taken

No action taken. Informational item only.

OTHER ITEMS

8. Review of Draft April 16, 2026 Board Agenda

Sharon Cooney stated that *Agenda Item 16, Fiscal Year (FY) 2027 Operating Budget Discussion* would be removed from the April 16, 2026 Board meeting and brought back to the May 14, 2026 Executive Committee meeting for further review. She also noted that previously deferred items might be put on the April 16, 2026 agenda to replace that item. Chair Whitburn agreed that deferring the item would allow more time in May for a thorough discussion of the budget.

Board Member Elo-Rivera sought clarification on whether action would be required at April 16, 2026 Board meeting for *Agenda Item 17, Recommended Changes to Regional Comprehensive Fare Ordinance.* Ms. Cooney clarified that it would require a vote at the following week's Board meeting. Board Member Elo-Rivera emphasized the importance of evaluating non-fare revenue opportunities, particularly through major events and partnerships, and stated that he would need clear justification before supporting any fare-related decisions.

9. Staff Communications and Committee Member Communications

There was no Other Staff Communications and Business discussion.

10. Next Meeting Date

The next Executive Committee meeting is scheduled for May 14, 2026, at 9:00 a.m.

11. Adjournment

The meeting was adjourned at 11:56 a.m.

Chairperson San Diego Metropolitan Transit System	Clerk of the Board San Diego Metropolitan Transit System

Attachment: A. Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE): April 9, 2026 CALL TO ORDER (TIME): 9:02 a.m.
RECESS: _____ RECONVENE: _____
CLOSED SESSION: _____ RECONVENE: _____
PUBLIC HEARING: _____ RECONVENE: _____
ORDINANCES ADOPTED: _____ ADJOURN: 11:56 a.m.

REPRESENTING	BOARD MEMBER		ALTERNATE		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
Chair	Whitburn	☒	No Alternate	☐	9:02 a.m.	11:56 a.m.
City of San Diego	Elo-Rivera	☒	Whitburn	☐	9:02 a.m.	11:56 a.m.
County of San Diego	Montgomery Steppe	☒	Aguirre	☐	9:04 a.m.	11:33 a.m.
East County	Dillard	☒	Hall	☐	9:02 a.m.	11:56 a.m.
SANDAG Transportation Committee	Moreno	☒	Fernandez	☐	9:08 a.m.	11:56 a.m.
South Bay	Fernandez	☒	Downey	☐	9:05 a.m.	11:56 a.m.
Vice Chair	Goble	☒	No Alternate	☐	9:02 a.m.	11:56 a.m.

SIGNED BY THE CLERK OF THE BOARD: /s/ Lucia Mansour

Agenda Item No. 04

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE*

May 14, 2026

SUBJECT:

Fiscal Year (FY) 2027 Operating Budget Discussion (Gordon Meyer)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee provide direction to staff on the FY 2027 Operating Budget.

Budget Impact

None at this time. Development of the FY 2027 Operating Budget is ongoing and revisions will be made based on continued financial analysis, data updates, and direction provided in discussions with the Executive Committee and Board of Directors. The FY 2027 Operating Budget must be adopted in advance of July 1, 2026 (the first day of Fiscal Year 2027).

DISCUSSION:

FY 2027 Budget Process

The following is a recap of the FY 2027 budget process:

MTS uses a zero-based budgeting process that begins in January each year. In MTS's process, every budget line-item is reviewed and approved each year. Department managers complete budget templates in which they propose amounts for each line item, submitted with the appropriate supporting details for each assumption (in contrast, with a traditional historic budgeting process, managers only justify variances versus prior year budget; the assumption is that the baseline is automatically approved). Meetings are held with each department to validate their assumptions, review proposals versus existing spending trends, and review any new initiatives. This collaborative process results in the assumptions that are then presented to and reviewed by senior management at MTS, the Executive Committee, and ultimately the MTS Board.

On March 12, 2026 (Agenda Item (AI) 4), staff met with the Executive Committee and reviewed and recommended approval of the FY 2026 midyear operating budget amendment and the FY 2027 Capital Improvement Program (CIP). Staff also presented preliminary expense and revenue assumptions for the FY 2027 operating budget during this meeting.

**At its January 15, 2026 meeting, the Board voted to have the Executive Committee serve as the Budget Development Committee for calendar year 2026.*

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 multiple cities in San Diego County.

On March 19, 2026 (AI 16 and 17), the Board approved the FY 2026 amended operating budget and the FY 2027 CIP.

On April 9, 2026 (AI 4), staff met with the Executive Committee and reviewed an initial draft of the FY 27 operating budget. During this meeting, direction was provided by the Executive Committee on the proposed merit increases for the non-represented staff, and included alternate proposals suggested by Board Member Dillard and Vice Chair Goble. The recommendations regarding personnel costs included:

1. The original staff recommendation: zero growth for overall non-represented personnel costs versus FY 2026 (which includes wages, healthcare, pension, taxes, etc.);

2. Board Member Dillard's counter-proposal (included in Attachment C); and

3. Vice Chair Goble's counter-proposal: 3.0% merit pool for all non-represented employees as compared to the previous fiscal year's merit pool of 4.0%.

Since April 9, 2026, staff have been reviewing updated data and trends to continue the development of the FY 2027 operating budget. Staff also analyzed the cost implications for the three non-represented staff merit increase proposals. Staff will present the updated revenue and expense assumptions since the initial draft presented in March, and the cost of the three non-represented staff merit proposals to the Executive Committee for review and direction.

The current schedule would have the Board receive the draft operating budget presentation on May 21, 2026, as amended by any direction or comments provided by the Executive Committee. The Board will hold a public hearing to formally adopt the FY 2027 operating budget at the Board meeting scheduled for June 18, 2026. The budget needs to be approved no later than July 1, 2026 (the first day of FY 2027).

Staff will continue to refine assumptions as updated information is presented prior to the June 18, 2026 public hearing. In particular, staff will finalize position tables, refine forecasts for energy and service-related expenses and prepare the full budget book for the public hearing.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. FY 2027 Operating Budget – Consolidated MTS
B. FY 2027 Operating Budget – Consolidated Revenue Summary
C. FY 2027 Operating Budget – Board Member Dillard Non-Union Personnel Proposal

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATING BUDGET SUMMARY
FISCAL YEAR 2027
SECTION 2.01

	ACTUAL FY25	AMENDED BUDGET FY26	PROPOSED BUDGET FY27	$ CHANGE BUDGET/ AMENDED	% CHANGE BUDGET/ AMENDED
OPERATING REVENUE					
PASSENGER REVENUE	77,896,658	80,820,126	91,010,522	10,190,396	12.6%
OTHER OPERATING REVENUE	36,176,729	33,478,163	33,489,800	11,637	0.0%
TOTAL OPERATING REVENUES	**114,073,387**	**114,298,289**	**124,500,322**	**10,202,033**	**8.9%**
NON OPERATING REVENUE					
TOTAL SUBSIDY REVENUE	309,605,221	288,785,167	355,942,312	67,157,145	23.3%
OTHER NON OPERATING REVENUE					
RESERVE REVENUE	19,359,078	67,981,456	(93,409)	(68,074,865)	-100.1%
OTHER INCOME	-	-	-	-	-
TOTAL OTHER NON OPERATING REVENUE	19,359,078	67,981,456	(93,409)	(68,074,865)	-100.1%
TOTAL NON OPERATING REVENUE	**328,964,299**	**356,766,623**	**355,848,902**	**(917,721)**	**-0.3%**
TOTAL COMBINED REVENUES	**443,037,686**	**471,064,912**	**480,349,224**	**9,284,312**	**2.0%**
OPERATING EXPENSES					
LABOR EXPENSES	115,656,871	121,425,779	125,065,834	3,640,055	3.0%
FRINGE EXPENSES	78,958,853	81,367,453	80,543,029	(824,424)	-1.0%
TOTAL PERSONNEL EXPENSES	**194,615,723**	**202,793,232**	**205,608,863**	**2,815,631**	**1.4%**
SECURITY EXPENSES	14,142,830	15,274,622	16,311,495	1,036,873	6.8%
REPAIR/MAINTENANCE SERVICES	11,152,828	15,259,257	12,645,191	(2,614,066)	-17.1%
ENGINE AND TRANSMISSION REBUILD	1,328,910	1,154,468	1,714,000	559,532	48.5%
OTHER OUTSIDE SERVICES	25,432,291	29,402,718	29,045,914	(356,804)	-1.2%
PURCHASED TRANSPORTATION	109,099,796	111,607,521	114,909,317	3,301,796	3.0%
TOTAL OUTSIDE SERVICES	**161,156,655**	**172,698,586**	**174,625,917**	**1,927,331**	**1.1%**
LUBRICANTS	490,290	484,000	527,000	43,000	8.9%
TIRES	1,351,794	1,562,300	1,627,300	65,000	4.2%
OTHER MATERIALS AND SUPPLIES	16,476,172	19,287,264	19,785,569	498,305	2.6%
TOTAL MATERIALS AND SUPPLIES	**18,318,256**	**21,333,564**	**21,939,869**	**606,305**	**2.8%**
GAS/DIESEL/PROPANE	2,862,634	3,139,575	3,793,261	653,686	20.8%
CNG	12,804,983	13,673,143	13,384,413	(288,730)	-2.1%
TRACTION POWER	23,784,125	27,731,480	28,615,015	883,535	3.2%
UTILITIES	6,238,841	6,445,654	6,820,244	374,590	5.8%
TOTAL ENERGY	**45,690,583**	**50,989,852**	**52,612,933**	**1,623,081**	**3.2%**
RISK MANAGEMENT	**10,840,927**	**13,599,339**	**15,729,391**	**2,130,052**	**15.7%**
GENERAL AND ADMINISTRATIVE	**6,898,324**	**7,313,754**	**7,386,548**	**72,794**	**1.0%**
DEBT SERVICE	**-**	**-**	**-**	**-**	**-**
VEHICLE / FACILITY LEASE	**2,196,944**	**2,336,586**	**2,445,703**	**109,117**	**4.7%**
TOTAL OPERATING EXPENSES	**439,717,412**	**471,064,913**	**480,349,224**	**9,284,311**	**2.0%**
NET OPERATING SUBSIDY	**(325,644,025)**	**(356,766,624)**	**(355,848,902)**	**(917,722)**	**-0.3%**
OVERHEAD ALLOCATION	**0**	**(0)**	**0**	**0**	**0.0%**
ADJUSTED NET OPERATING SUBSIDY	**(325,644,025)**	**(356,766,624)**	**(355,848,902)**	**(917,722)**	**-0.3%**
TOTAL REVENUES LESS TOTAL EXPENSES	**3,320,274**	**-**	**-**	**-**	**0.0%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
REVENUE BUDGET SUMMARY
FISCAL YEAR 2027
SECTION 3.02

	ACTUAL FY25	AMENDED BUDGET FY26	PROPOSED BUDGET FY27	$ CHANGE AMENDED/ ORIGINAL	% CHANGE AMENDED/ ORIGINAL
OPERATING REVENUE					
PASSENGER REVENUE	77,896,658	80,820,126	91,010,522	10,190,396	12.6%
OTHER INCOME	36,176,729	33,478,163	33,489,800	11,637	0.0%
TOTAL OPERATING REVENUE	114,073,387	114,298,289	124,500,322	10,202,033	8.9%
NON OPERATING REVENUE					
SUBSIDY REVENUE					
FEDERAL REVENUE	76,351,734	79,320,613	85,453,312	6,132,699	7.7%
FEDERAL REVENUE - CARES/ARP	47,416,746	-	-	-	-
TRANSPORTATION DEVELOPMENT ACT (TDA)	92,541,132	106,728,725	133,431,418	26,702,693	25.0%
STATE TRANSIT ASSISTANCE (STA)	5,960,988	9,337,501	11,300,000	1,962,499	21.0%
STATE REVENUE - OTHER	9,017,648	13,534,886	42,129,172	28,594,286	211.3%
TRANSNET	73,965,206	76,743,441	82,508,410	5,764,969	7.5%
OTHER LOCAL SUBSIDIES	4,351,768	3,120,000	1,120,000	(2,000,000)	-64.1%
TOTAL SUBSIDY REVENUE	309,605,221	288,785,166	355,942,312	67,157,146	23.3%
OTHER REVENUE					
OTHER FUNDS	-	-	-	0	-
RESERVES REVENUE	19,359,078	67,981,456	(93,409)	(68,074,865)	-100.1%
TOTAL OTHER REVENUE	19,359,078	67,981,456	(93,409)	(68,074,865)	-100.1%
TOTAL NON OPERATING REVENUE	328,964,299	356,766,622	355,848,902	(917,719)	-0.3%
GRAND TOTAL REVENUES	**443,037,686**	**471,064,911**	**480,349,224**	**9,284,313**	**2.0%**

BOARD MOTION
Subject: Modification of FY 2027 Merit Increase Structure for Non-Union Employees
Motion:
Move that the Board of Directors directs the Chief Executive Officer to modify the implementation of the Fiscal Year 2027 merit-based salary increase for non-union employees as follows:

1) Lump Sum in Lieu of Base Increase in place of the previously authorized 4% merit-based salary increase, eligible employees shall receive a one-time lump sum payment equal to four percent (4%) of their respective annual pre-tax base salary.

2) Eligibility Criteria Eligibility for the lump sum payment shall be limited to: Full-time salaried, non-union employees; and
• Employees who have completed one (1) full year of service or more as of the date of this motion

3) Exclusion Criteria The following classifications shall be excluded from eligibility:
• The Chief Executive Officer (CEO)
• The Chief Operating Officer (COO)
• Any full-time salaried, non-union employee with an annual pre-tax base salary of $200,000 or greater in Calendar Year 2027

4) Non-Pensionable / Non-Compounding the lump sum payment shall: Not be added to base salary
• Not be pensionable
• Not be used in the calculation of future wage increases, overtime rates, or other salary-based benefits

5) Payment Timing: the lump sum payment shall be issued on or about the Thanksgiving holiday in Fiscal Year 2027, on a schedule determined by the Chief Financial Officer to align with operational and cash flow considerations.

6) Reporting Requirement Staff shall report back to the Board within 90 days of implementation with: Total fiscal impact.
• Comparative savings versus the originally proposed compounding salary increase
• Any observed workforce or retention impacts

7)Rationale
• Focused Resource Allocation: By excluding higher-compensated classifications (≥$200,000), this policy ensures limited public resources are directed toward employees where financial support has the greatest marginal impact.
• Retention-Based Eligibility: The one-year service requirement prioritizes investment in experienced personnel and supports workforce stability. Having lump sum paid out towards the end of 2027 further offsets against an alleged mass exodus of talented managers.
• Structural Cost Control: This approach delivers immediate financial recognition while avoiding long-term compounding salary obligations and associated benefit cost escalation. Nearly $4M in savings on a flat basis over 5 years.

Metropolitan Transit System

FY 2027 Operating Budget Overview

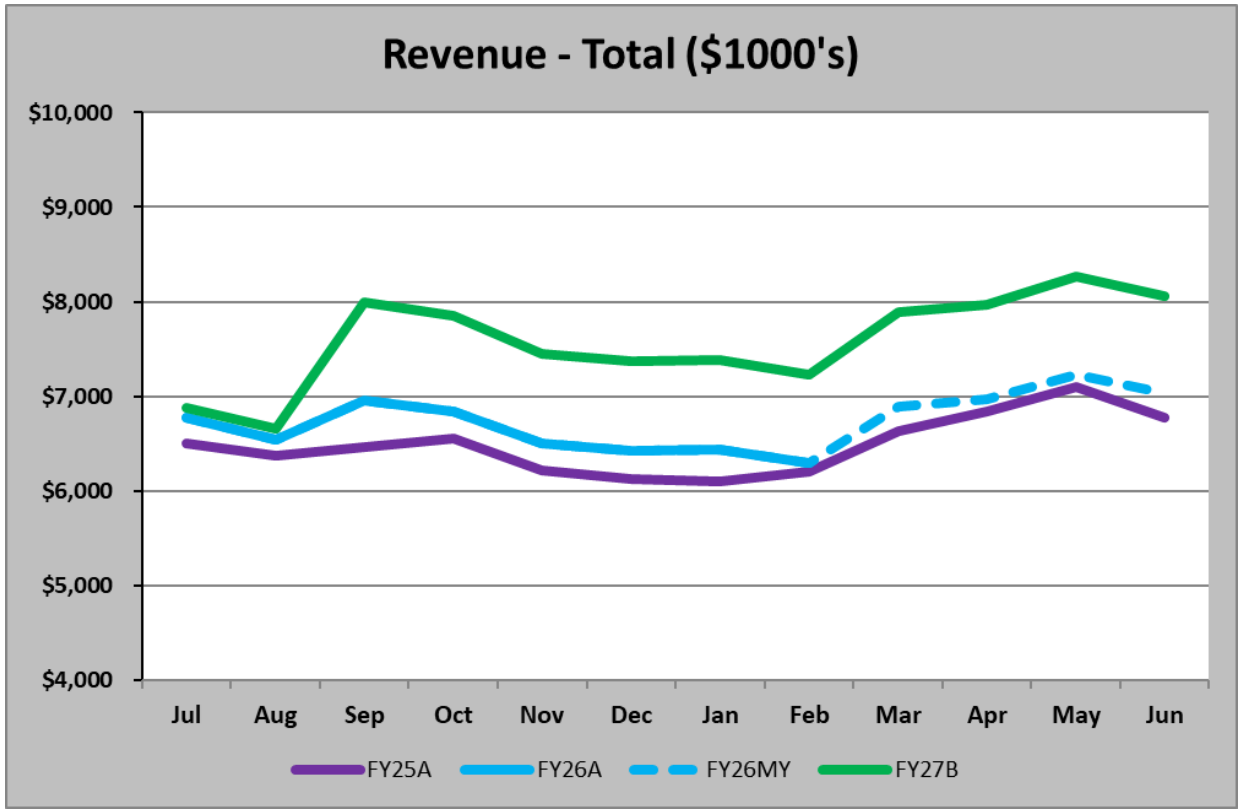
Executive Committee

Fiscal Year 2027 Operating Budget Overview

- Staff presented preliminary draft of operating budget to EC on April 9th
- Staff have continued to refine expense and revenue assumptions:
  - Service levels finalized
  - Fare increase decision reflected
  - Other expense/revenue adjustments
- In this meeting, will discuss changes from prior draft
- Need decision on non-represented personnel expense assumptions
  - Current draft reflects staff recommendation (zero growth over prior year)
  - Three options being presented today
- Will finalize personnel budget based on feedback
  - Staff also evaluating request for additional Construction Safety Flag-persons
- Not anticipating any further changes to non-personnel assumptions

Fiscal Year 2027 Operating Budget
Revenue Changes

- Passenger revenue
  - Favorable March revenue
    - 7.0% growth over prior year
  - Baseline of $83.0M presented at last meeting
    - Ridership estimate: 83.1M passengers (2.8% growth versus FY26 amended budget)
    - Average fare: $1.00
  - Projected impact of fare study applied to baseline (assuming 9/1/26 start)
  - Revised passenger revenue forecast of $91.0M
    - $8.0M increase over baseline
    - Ridership estimate: 81.5M passengers (0.9% growth versus FY26 amended budget)
    - Average fare: $1.12



Fiscal Year 2027 Operating Budget
Revenue Changes

- Subsidy Revenue
  - TransNet Operating
    - Finalized TransNet billing rates for BRTs and Mid-Coast
    - Updated service levels
    - Net reduction of $472K from prior draft
  - SB125 TIRCP
    - Updated reimbursement amounts based on final service levels and energy costs
    - Amount used for structural deficit balancing reduced by $7.1M (primarily due to fare increase)
    - Net reduction of $8.0M from prior draft

Senate Bill (SB) 125 Revenue				
Category ($000's)	FY 2026 Amended	FY 2027 Proposed	Var.	Var. %
Security	$ 2,957	$ 3,500	$ 543	18.4%
Iris Rapid	4,502	3,690	(812)	-18.0%
Route 910	725	547	(178)	-24.6%
Trolley Service	1,842	1,879	37	2.0%
Structural Deficit Balancing	3,509	32,514	29,004	826.5%
Total	**$ 13,535**	**$ 42,129**	**$ 28,594**	**211.3%**

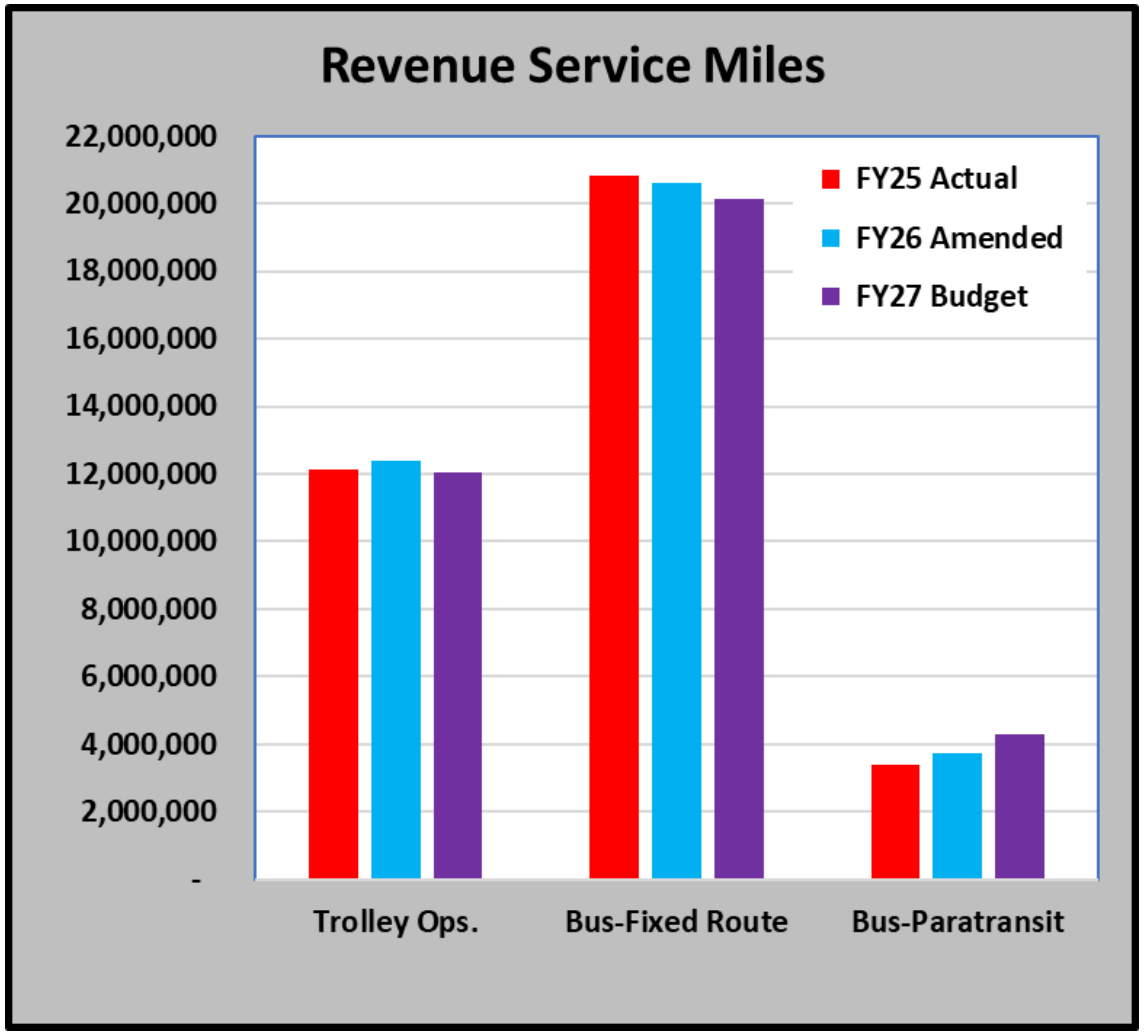
Fiscal Year 2027 Operating Budget
Revenue Summary ($000s)

	FY 2026 Amended	FY 2027 Proposed	Var.	Var. %
Passenger Revenue	$ 80,820	$ 91,011	$ 10,190	12.6%
Other Operating Revenue	33,478	33,490	12	0.0%
Total Operating Revenue	**$ 114,298**	**$ 124,500**	**$ 10,202**	**8.9%**
Federal	$ 79,321	$ 85,453	$ 6,133	7.7%
TDA	106,729	133,431	26,703	25.0%
TransNet Formula	41,859	43,109	1,250	3.0%
TransNet Operating	34,884	39,399	4,515	12.9%
STA	9,338	11,300	1,962	21.0%
SB 125 TIRCP	13,535	42,129	28,594	211.3%
Other	3,120	1,120	(2,000)	-64.1%
Total Subsidy	**$ 288,785**	**$ 355,942**	**$ 67,157**	**23.3%**
Reserves	$ 67,981	$ (93)	$ (68,075)	-
Total Revenue	**$ 471,065**	**$ 480,349**	**$ 9,284**	**2.0%**

- **Reserves include Operating Deficit Reserve as well as reserves for SD&AE and FHV Administration**

Fiscal Year 2027 Operating Budget
Service Levels

- Service Level Assumptions:
  - Rail:
    - Prior Draft: 1.3% increase over FY26
    - Updated: -2.6% decrease
    - Two car trains during non-peak times
  - Bus-Fixed Route:
    - Prior Draft: -2.7% decrease
    - Updated: -2.4% decrease
  - Bus-Paratransit:
    - No change from prior draft
    - Demand based service
    - 15.3% projected increase in revenue miles
    - 9.1% in billable revenue hours



Fiscal Year 2027 Operating Budget
Expense Changes

- Purchased Transportation
  - Final service levels reflected
  - Net decrease of $310K from prior draft
- Outside Services
  - Engines/Transmission overhaul costs increasing $942K from prior draft
    - New contract - unit costs projected to increase by 48.5% over current based on initial bids
- Materials/Supplies
  - Removed $600K for Ticket Vending Machine (TVM) Credit Card Module Upgrade project
  - Reduced revenue vehicle parts for Trolley by $310K (savings from two-car trains)
  - Net decrease of $807K from prior draft
- Energy
  - CNG decreasing $548K from prior draft (decreased consumption and commodity rate forecast)
  - Electricity decreasing $220K (rate increased but two-car trains will save electricity costs)
  - Net decrease of $746K from prior draft

Fiscal Year 2027 Operating Budget
Expense Changes

- Risk Management
  - Increasing budget for claims by $500K
    - Updated timeline for projected claim payouts
    - Projected to use less from the MTS Insurance Reserve versus original plan
- In total, expenses decreased $504K from prior draft
  - Personnel is only pending item at this point
  - Current draft reflects original staff proposal for zero overall growth in non-represented personnel costs

Fiscal Year 2027 Operating Budget
Expenses Summary ($000s)

	FY 2026 Amended	FY 2027 Proposed	Var.	Var. %
Personnel Expenses	$ 202,793	$ 205,609	$ 2,816	1.4%
Purchased Transportation	111,608	114,909	3,302	3.0%
Outside Services	61,091	59,717	(1,374)	-2.2%
Materials and Supplies	21,334	21,940	606	2.8%
Energy	50,990	52,613	1,623	3.2%
Risk Management	13,599	15,729	2,130	15.7%
Other	9,650	9,832	182	1.9%
Total Expenses	**$ 471,065**	**$ 480,349**	**$ 9,284**	**2.0%**

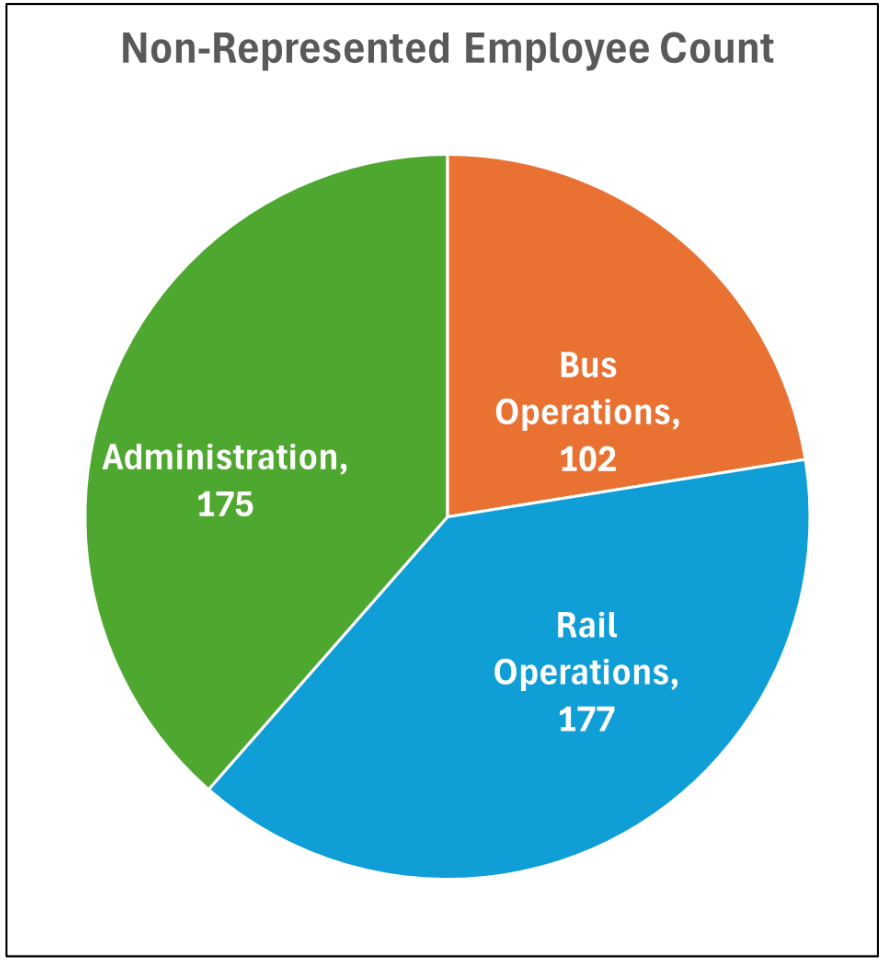
Fiscal Year 2027 Operating Budget
Consolidated Revenues less Expenses ($000s)

	FY 2026 Amended	FY 2027 Proposed	Var.	Var. %
Operating Revenues	$ 114,298	$ 124,500	$ 10,202	8.9%
Recurring Subsidy	250,250	263,813	13,563	5.4%
Total Recurring Revenues	**$ 364,549**	**$ 388,313**	**$ 23,765**	**6.5%**
Total Expenses	**471,065**	**480,349**	**$ 9,284**	**2.0%**
Structural Deficit	**$ (106,516)**	**$ (92,036)**	**$ 14,481**	**13.6%**
Reserves	67,981	(93)	(68,075)	100.1%
Shift TDA from Capital	25,000	50,000	25,000	
SB-125 Funding	13,535	42,129	28,594	211.3%
Revenues Less Expenses	**$ -**	**$ -**	**$ -**	

- Structural deficit of $92.0M projected in this draft
- SB125 funding is balancing mechanism until depleted

Fiscal Year 2027 Operating Budget
Expense Assumptions – Personnel

- Personnel Costs (Non-represented)
  - Admin and management staff across the organization
    - Bus Operations: Front line supervisors, maintenance supervisors (bus, facilities), training, safety, customer support, management and admin staff
    - Rail Operations: Front line supervisors, maintenance supervisors (LRV, facilities, track, MOW), security supervisors, training, safety, passenger support representatives, management and admin staff
    - All administrative departments that support operations
      - Human Resources, IT, Marketing, Planning, Legal, Finance, Procurement, etc.
  - Current Staff Recommendation: Zero expense growth for non-represented employee category in FY27
    - Multiple initiatives to achieve this goal
    - CEO to manage to this budget target



Fiscal Year 2027 Operating Budget
Expense Assumptions – Personnel

- Personnel Costs (Non-represented)
  - Board Member Dillard Counter Proposal
    - No merit increase
    - 4% one-time bonus
      - For employees with annual salary less than $200K
      - Bonus not pension eligible
      - To be paid in November
    - Cost Impact
      - $320K in savings compared to a 4% merit pool for FY27
        - Year 2 – 5 impact approximately $2 million off structural deficit
        - 5-year compound savings of $9.4M
      - Additional $2.6M in costs compared to current staff proposal for FY27
    - Potential Impacts
      - Market salaries will continue to grow
      - Employee retention will be challenging
      - Compression between represented and non-represented
        - Union represented employees receiving 4% increases in FY27

Fiscal Year 2027 Operating Budget
Expense Assumptions – Personnel

- Personnel Costs (Non-represented)
  - Vice Chair Goble Counter Proposal
    - Merit pool of 3%
    - Cost Impact
      - $0.5M in savings compared to a 4% merit pool for FY27
        - Year 2 – 5 impact approximately $0.5 million off structural deficit
        - 5-year compound savings of $2.8M
      - Additional $2.4M in costs compared to current staff proposal in FY27
  - Proposal Comparisons
    - Non-represented totals include wages, employer taxes, healthcare and normal pension costs

	Projected FY27	Projected FY28	Projected FY29	Projected FY30	Projected FY31	Five Year Total
4% Merit (Baseline)	$ 60.2	$ 62.3	$ 64.5	$ 66.8	$ 69.2	$ 323.1
Staff Proposal	$ 57.2	$ 59.4	$ 61.6	$ 63.8	$ 66.2	$ 308.2
Board Member Dillard Proposal	$ 59.9	$ 60.2	$ 62.3	$ 64.5	$ 66.8	$ 313.7
Vice Chair Goble Proposal	$ 59.7	$ 61.8	$ 64.0	$ 66.3	$ 68.6	$ 320.3

Fiscal Year 2027 Operating Budget
Budget Development Next Steps

- Finalize Operating Budget
  - Present FY27 Draft Budget to Board on May 21st
    - Present all revenue and expense assumptions
    - Board feedback
  - Finalize all assumptions
  - Prepare full budget book
  - Update five-year forecast with final budget assumptions
  - Present proposed FY27 Operating Budget to Executive Committee on June 11th
  - Hold Public Hearing at the Board meeting on June 18th

Questions/Comments

Metropolitan Transit System

Agenda Item No. 05

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE*

May 14, 2026

SUBJECT:

Orange Line Improvement Project Update (Heather Furey and Consultant T.Y. Lin)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The Orange Line Improvement Project will make Trolley system improvements at various locations along the 17.6-mile Orange Line, benefitting the riding public and the cities of San Diego, Lemon Grove, La Mesa, and El Cajon. To do so, the project will make track, signal, and grade crossing improvements along the Orange Line. For practical and grant funding reasons, the project has been divided into two phases. Phase 1 is the work between 32nd/Commercial Station and Massachusetts Avenue Station. Phase 2 is the work between Massachusetts Avenue Station and El Cajon Transit Center. Once completed, the project will allow Trolleys to safely operate at higher speeds and allow reverse-run on certain sections of the line, improving transit times and operational flexibility.

The San Diego Metropolitan Transit System (MTS) staff and external consultants, T.Y. Lin, will present an update on the Orange Line Improvement Project. The same team provided a presentation at the February 5, 2026 (Agenda Item 6) Executive Committee meeting, and today's presentation will share progress updates from the last three months.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

**At its January 15, 2026 meeting, the Board voted to have the Executive Committee serve as the Budget Development Committee for calendar year 2026.*

Orange Line Improvements
Project Update
Executive Committee Briefing

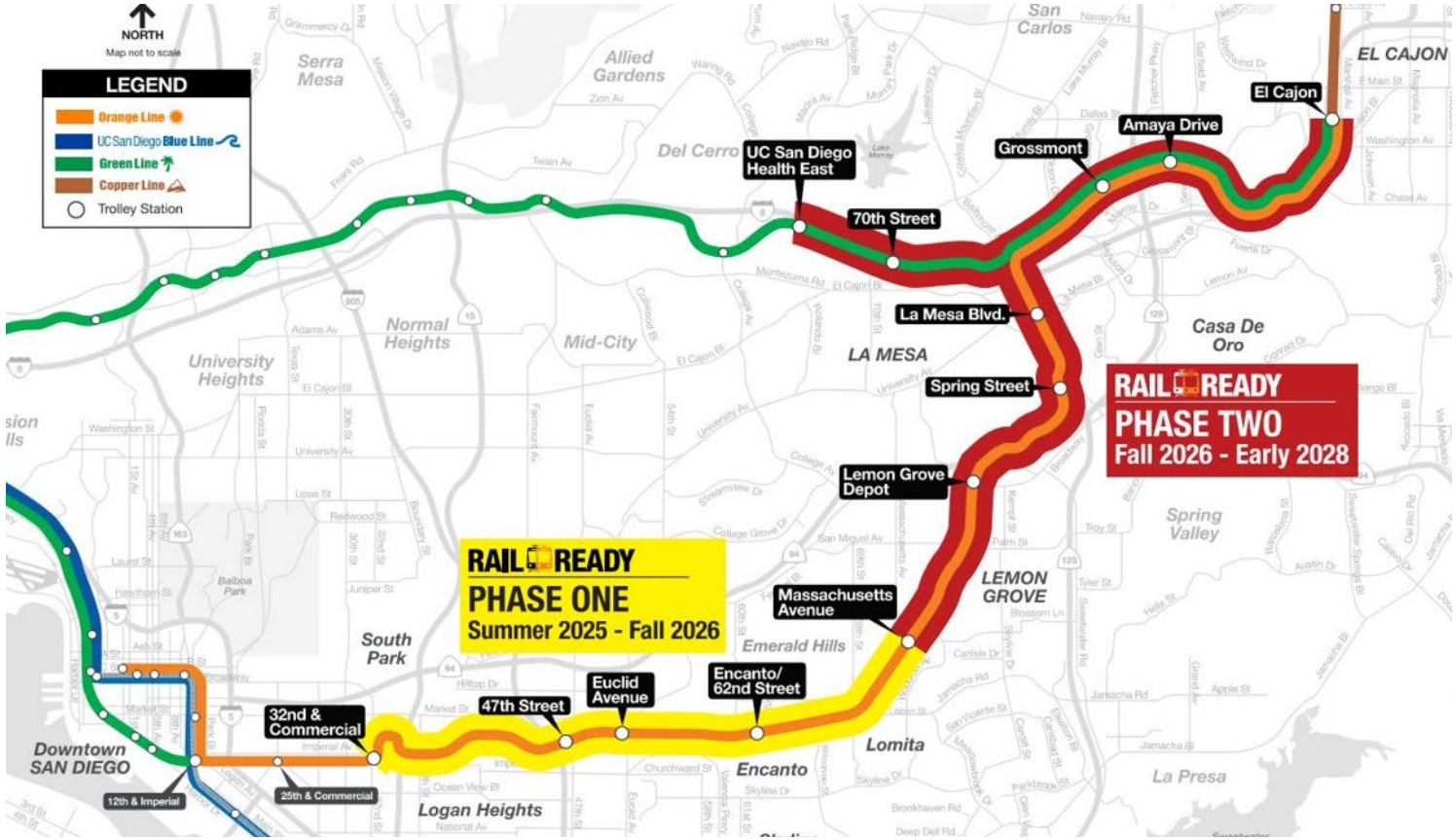
May 14, 2026

Agenda

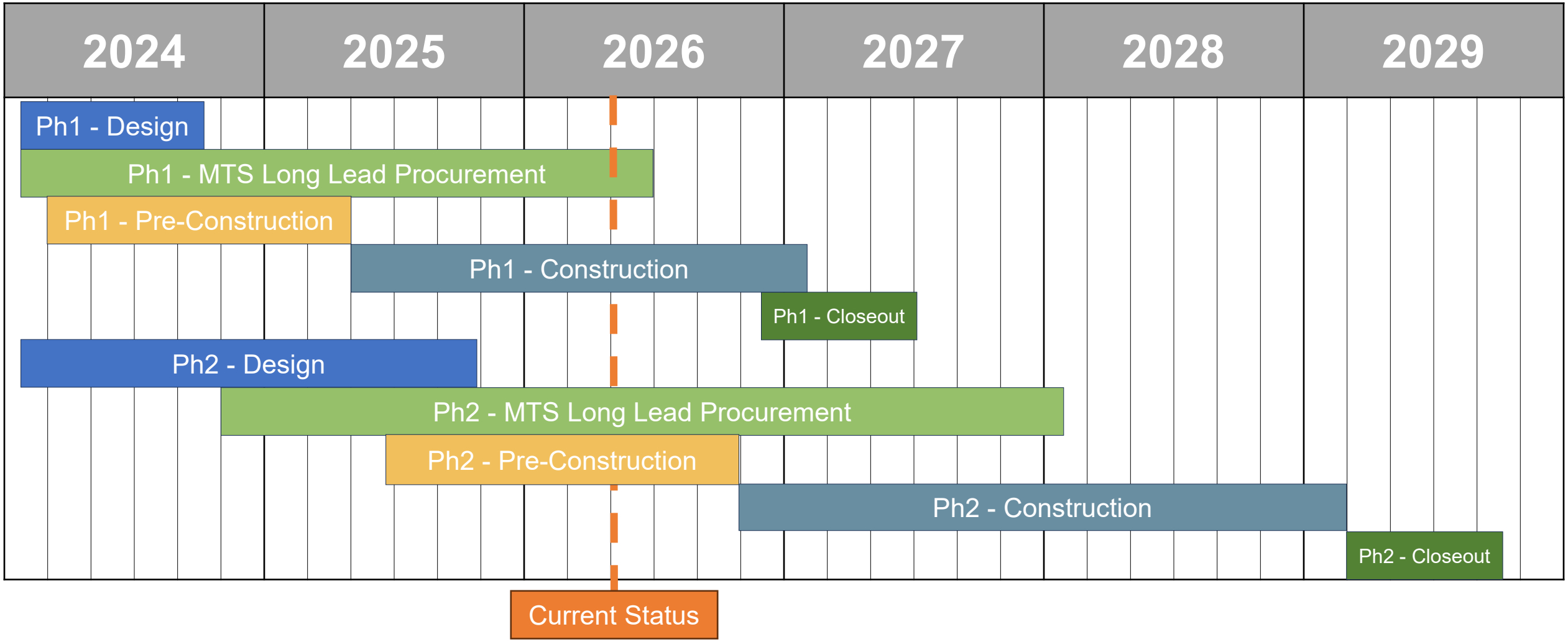
- Project Summary & Schedule
- Phases 1 & 2 Updates
- Funding
- Other Orange Line Work
- State Agency Coordination
- Risk Management
- Next Steps

Project Overview

The San Diego Metropolitan Transit System (MTS) is currently working to improve the system's Orange Line, which will increase reliability and dependability between downtown San Diego and the City of El Cajon. Improvements are planned to take place in two phases: the first spanning from 32nd Street and Commercial Street to Massachusetts Avenue, and the second from Massachusetts Avenue to Euclid Avenue.



Project Schedule



Phase 1 Updates

Phase 1 – Construction Update

First Working Day	May 02, 2025
Original Contract Duration	758
Calendar Days to Date	353
Time Extension via CCO	21
Weather Days to Date	15
Remaining Calendar Days	426
Current CCD	July 6, 2027

Baseline CCD is May 30, 2027

Change Order Summary

- Amendment 1 in progress
  - Includes Change Orders 01, 02, 03, 04 & 05
  - AM01 Total: $292,996.03

Progress Summary

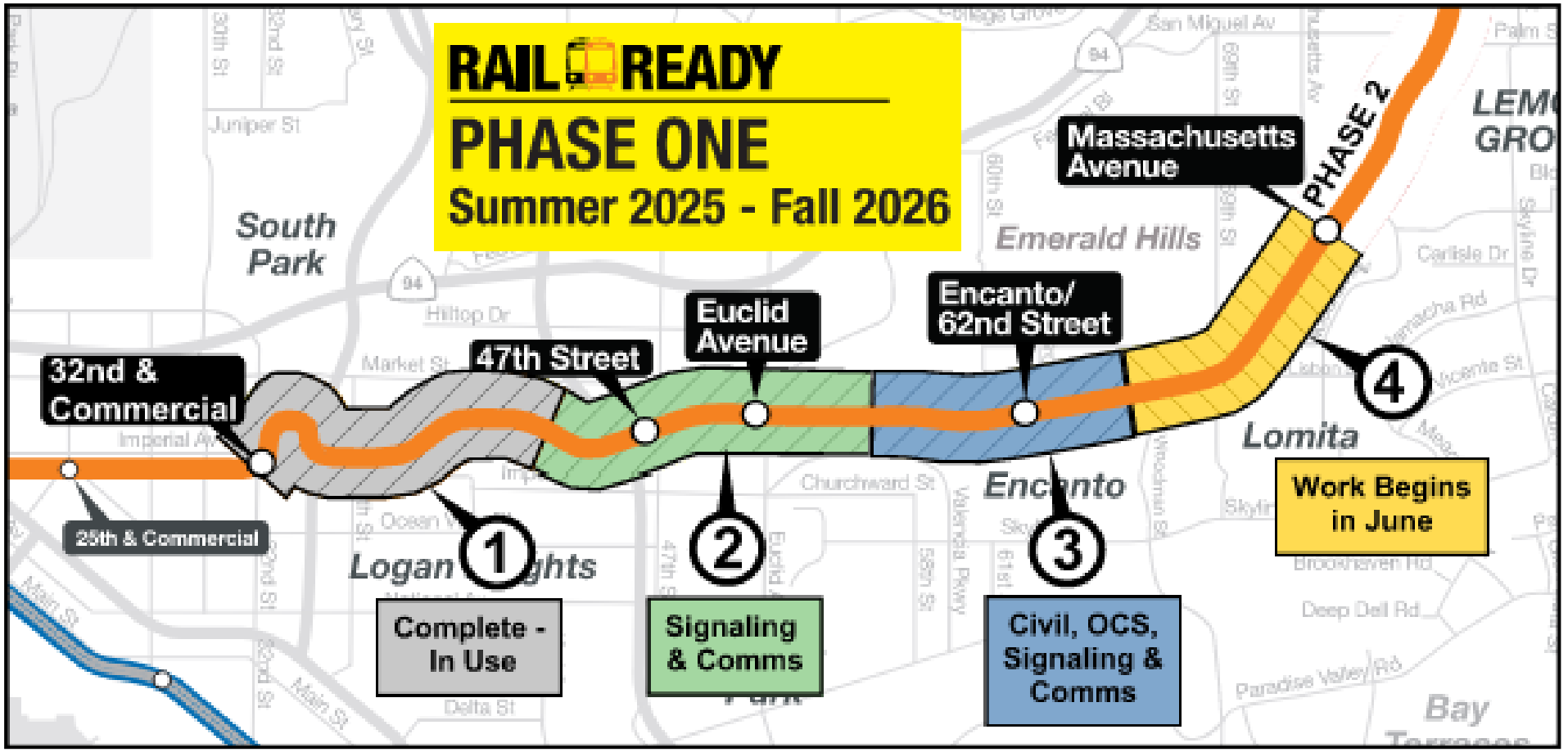
- Construction is approximately 46% complete
- Contractor has been paid 42.4% of budget or $11.4M of $26.9M budget

Reporting period through March 2026

- Contractor Submittals (227) - Approx. 57% complete
- Owner Furnished Materials - Approx. 87% of OFM have been received.

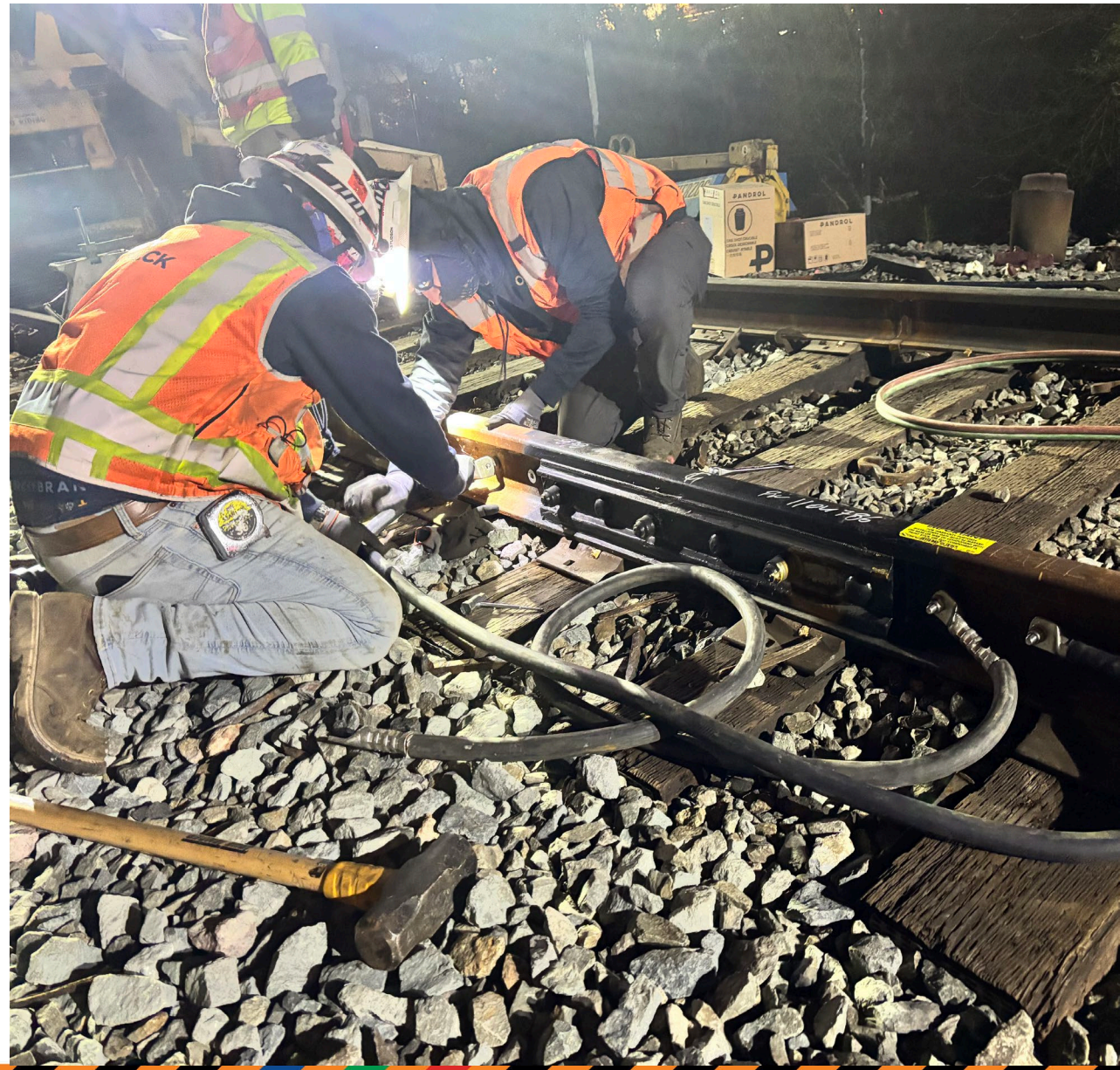
Phase 1 - Construction Progress

- Phase 1 Construction Segments



AWW#4: Segment 1 Cutover Conduit Trenching

AWW#4: Segment 1 Cutover
Installing new insulated joints



AWW#5: Track Crossover

Prepping area for new track

AWW#5: Track Crossover

Installation of crossover

Summary of Ph1 Weekend Closures

AWW #	Line	Bus Bridge Limits		Closure Type	AWW Date	Status
		Eastbound Station	Westbound Station			
1	Orange Line	12th & Imperial	Euclid	A	October 18-19, 2025	**Complete**
2	Orange Line	12th & Imperial	Euclid	A	November 8-9, 2025	**Complete**
3	Orange Line	12th & Imperial	Massachusetts	B	January 17-18, 2026	**Complete**
4	Orange Line	12th & Imperial	Massachusetts	B	March 7-8, 2026	**Complete**
5	Orange Line	Euclid	Lemon Grove Depot	D	March 21-22, 2026	**Complete**
6	Orange Line	12th & Imperial	Massachusetts	B	May 16-17, 2026	On Schedule
7	Orange Line	Euclid	Lemon Grove Depot	D	May 30-31, 2026	On Schedule
8	Orange Line	Euclid	Lemon Grove Depot	D	June 13-14, 2026	*Planned*
9	Orange Line	Euclid	Lemon Grove Depot	D	August 15-16, 2026	*Planned*
10	Orange Line	Euclid	Lemon Grove Depot	D	October 17-18, 2026	*Planned*
11	Orange Line	Euclid	Lemon Grove Depot	D	November 14-15, 2026	*Planned*

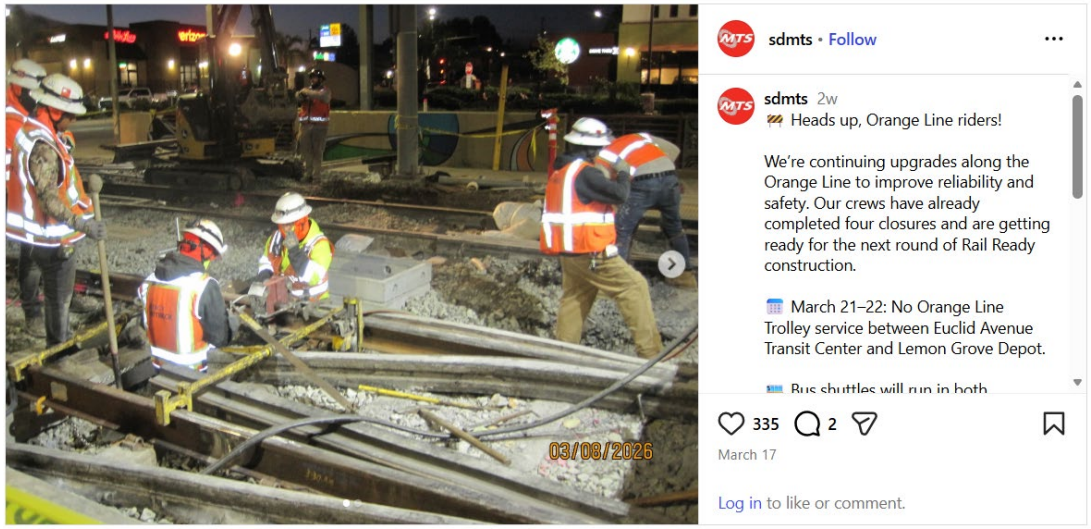
Dates subject to change

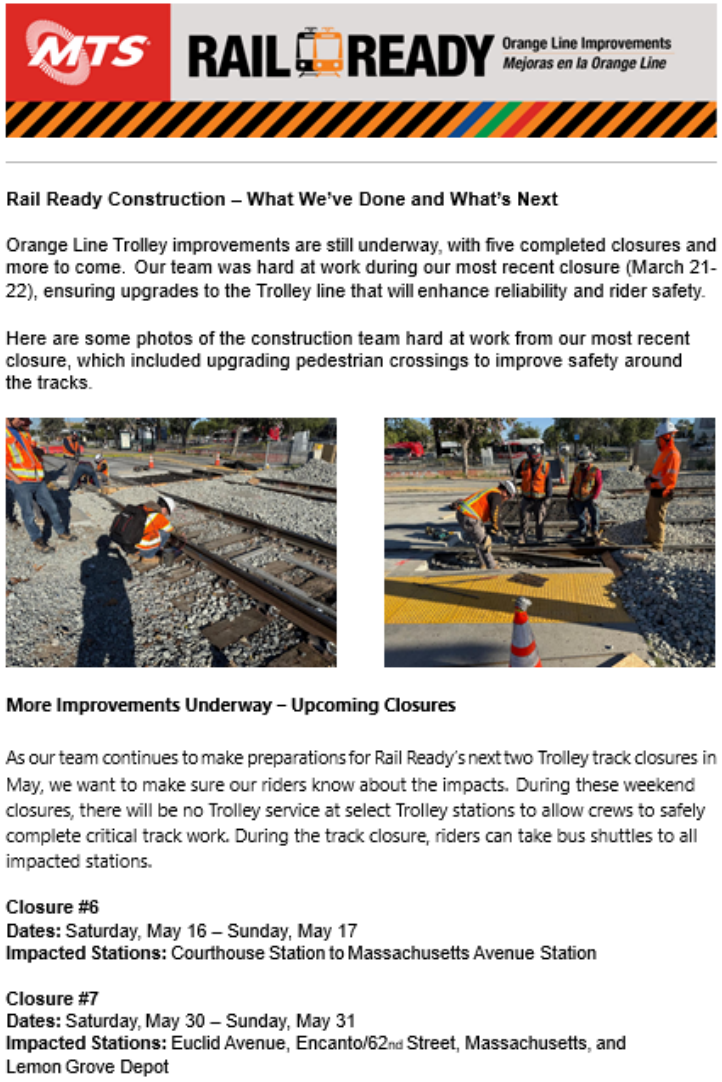
Ph 1 Weekend Closures

- 5 of 11 Absolute Work Windows (AWW) complete
  - 1 compliant received during AWW #4
    - No timetable for the bus bridges
  - 2 complaints received during AWW #5
    - No timetable for the bus bridges
    - Buses are loaded at a different location on opposite side at Lemon Grove Station
- Up Next: AWW #6 Segment 2 Cutover
  - May 16th – 17th
  - Use of Segment 2 signaling equipment will begin once cutover and testing is complete
- Up Next: AWW#7 OCS Installation at R12
  - May 30th – 31st

Ongoing Communication Efforts

- Each closure is advertised 1 month in advance
  - A-frame and Variable Message Sign (VMS) announcements at impacted stations
  - Email and text notifications (to subscribers)
  - Social media posts on Instagram, X and Facebook
- Website updated with latest closure information
- Ph1 highlight reel in progress





RAIL READY Orange Line Improvements *Mejoras en la Orange Line*

Rail Ready Construction – What We've Done and What's Next

Orange Line Trolley improvements are still underway, with five completed closures and more to come. Our team was hard at work during our most recent closure (March 21-22), ensuring upgrades to the Trolley line that will enhance reliability and rider safety.

Here are some photos of the construction team hard at work from our most recent closure, which included upgrading pedestrian crossings to improve safety around the tracks.

More Improvements Underway – Upcoming Closures

As our team continues to make preparations for Rail Ready's next two Trolley track closures in May, we want to make sure our riders know about the impacts. During these weekend closures, there will be no Trolley service at select Trolley stations to allow crews to safely complete critical track work. During the track closure, riders can take bus shuttles to all impacted stations.

Closure #6
Dates: Saturday, May 16 – Sunday, May 17
Impacted Stations: Courthouse Station to Massachusetts Avenue Station

Closure #7
Dates: Saturday, May 30 – Sunday, May 31
Impacted Stations: Euclid Avenue, Encanto/62nd Street, Massachusetts, and Lemon Grove Depot

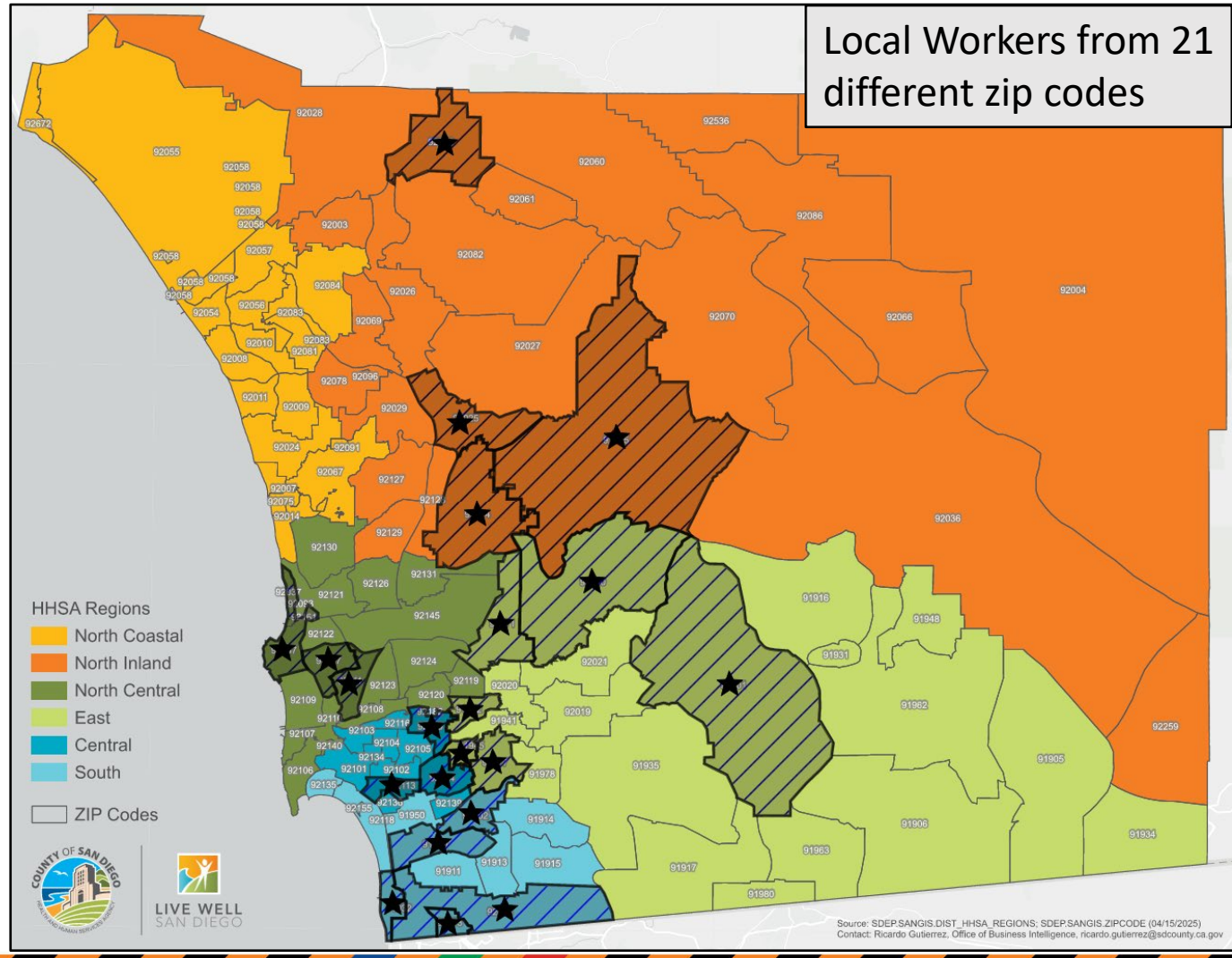
Phase 1 – Construction Labor Reporting

- 40% Local Worker Goal
- Regular Activity Labor Reporting
  - Contractor Reporting Status
  - Local Worker Utilization
  - Apprentice Utilization
  - Total Number of Workers
  - Local Workers per Zip Code

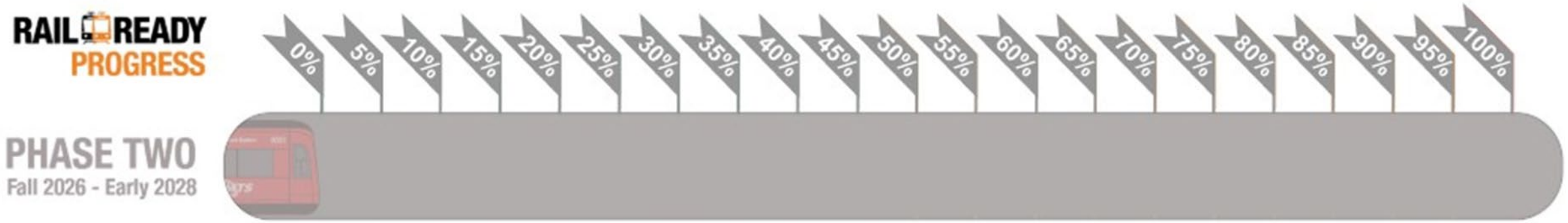
	Hours	Labor %
Local	14,955	71.9%
Non-Local	5,836	28.1%

Reporting period through March 2026

Equivalent to 519 weeks of FTE



Phase 2 Updates



Phase 2: Owner Furnished Equipment

No	Item	MTS Board Approval Request	Total	Status
1	Catenary Poles	November 14, 2024	$167,653.40	Delivered
2	Switch Machines	February 13, 2025	$542,607.45	Delivered
3	Signaling Electrodes	February 13, 2025	$1,355,932.79	Delivered
4	PSOs	February 13, 2025	$427,849.39	Delivered
5	Hardened Steel Rail	April 17, 2025	$2,134,070.64	Delivered
6	Special Track	April 17, 2025	$2,050,595.75	Next delivery scheduled in September 2026
7	Signal Houses	May 15, 2025	$7,219,550.51	First delivery scheduled in August 2026
		Total:	**13,898,259.93**	

Approx. 38% of Ph2 OFM have been received.

Phase 2 – Special Track Delivery 1/30

Unloading for storage

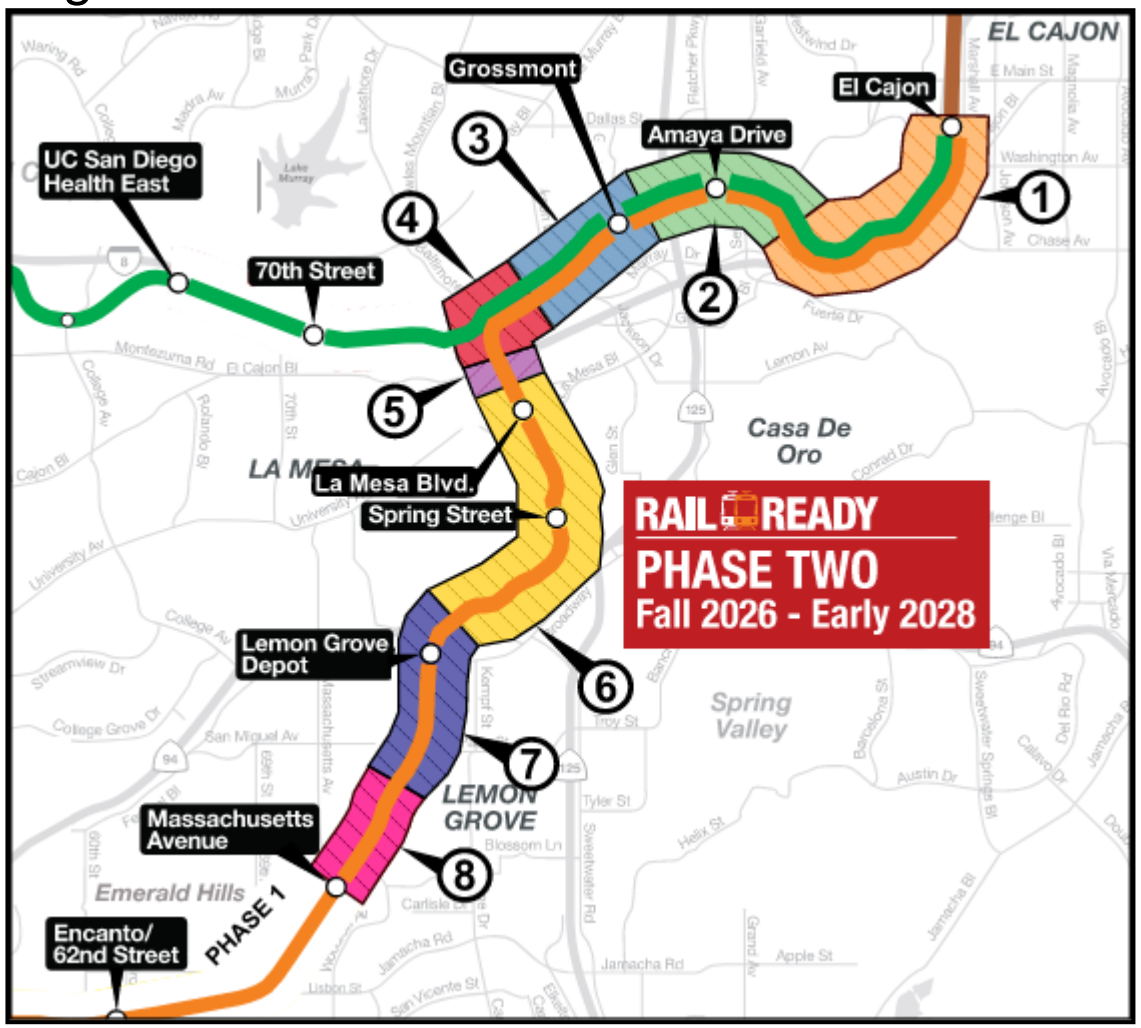
Phase 2 – IFB

Event	Date
MTS Issues IFB	January 8th, 2026
Pre-Bid Meeting / Site Visit	January 28th, 2026
Deadline for Questions	March 5, 2026
MTS Issues Responses	March 12, 2026
Bid Due Date / Bid Opening	March 25, 2026
• 3 Bids Received	
Anticipated Contract Award (MTS Board of Directors Approval)	June 18, 2026

Under 125 Overpass

Phase 2 - Construction Progress

- Phase 2 Construction Segments



Start Construction Segment 1

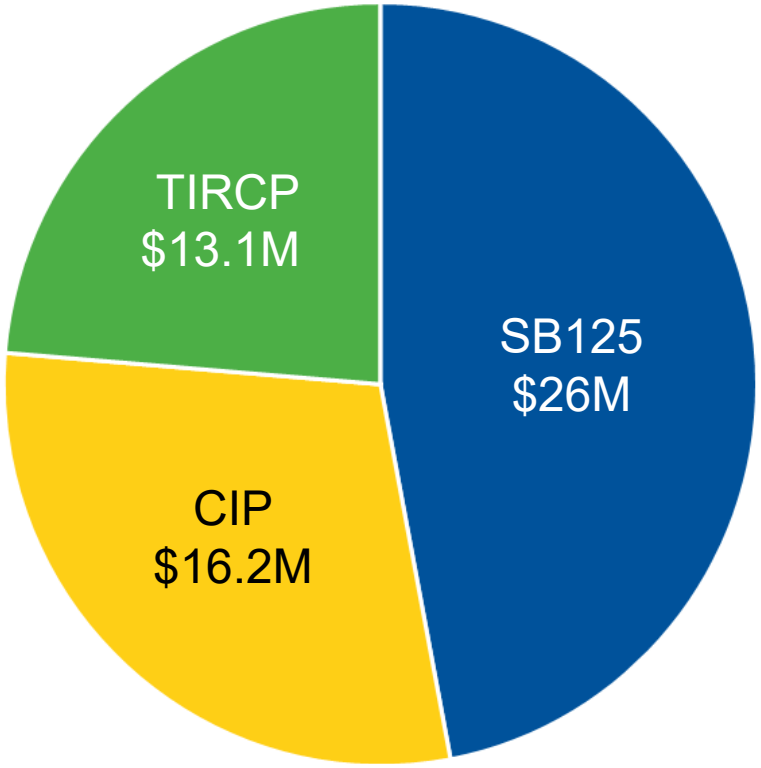
End Construction Segment 8

Project Funding

Funding Type	Total ($M)
TIRCP Cycle 5 Funds	13.1
TIRCP Cycle 6 Funds	48.3
SB 125 Funds	26.0
MTS CIP Local Funds	30.8
Programmed Funds	**118.2**
Future CIP Local Funds	33.0
Estimated Total Budget	**151.2**

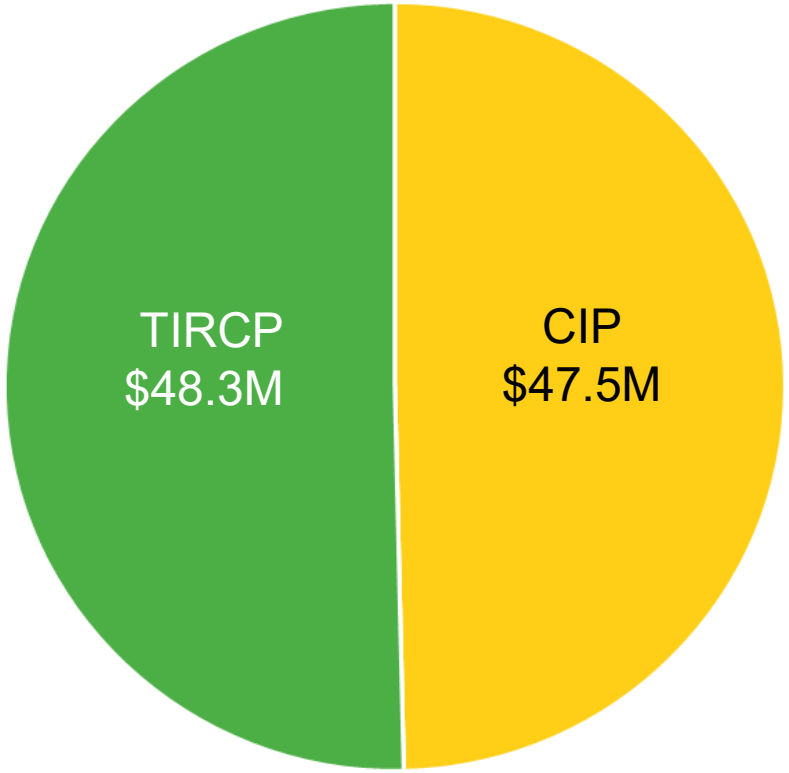
Project Funding by Phase

PHASE 1



Total $55.3M

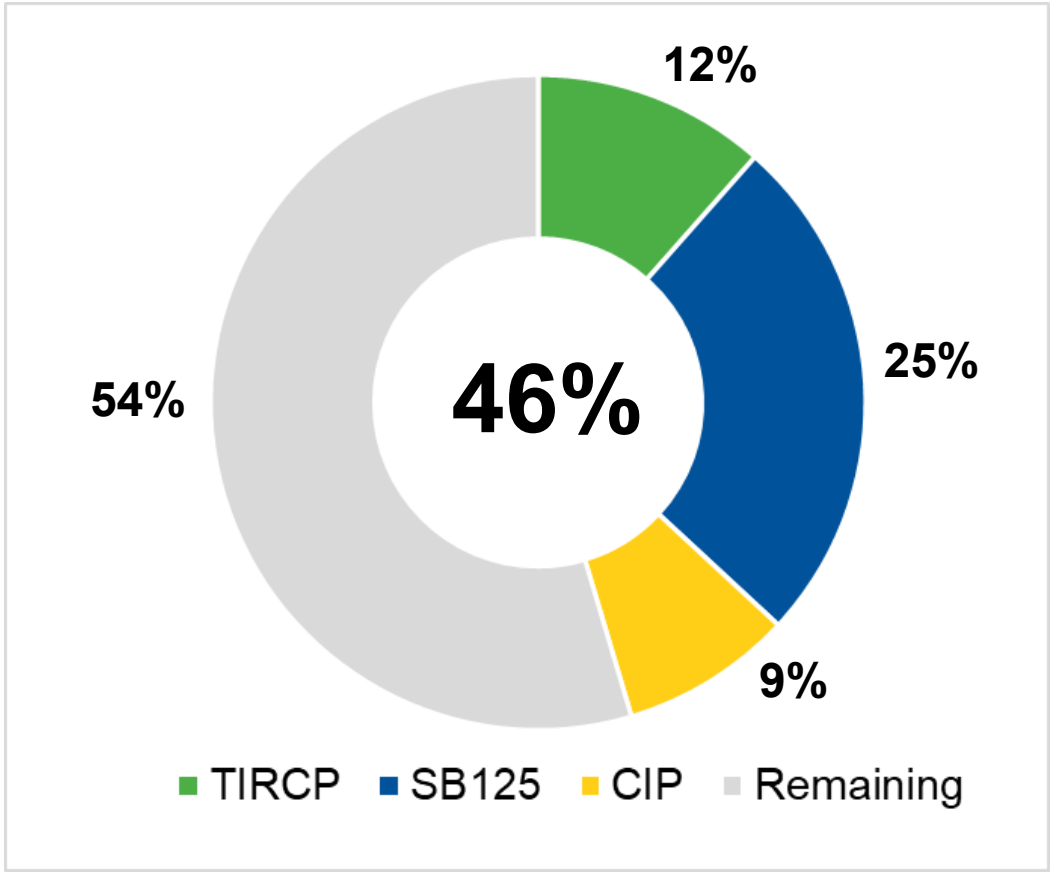
PHASE 2



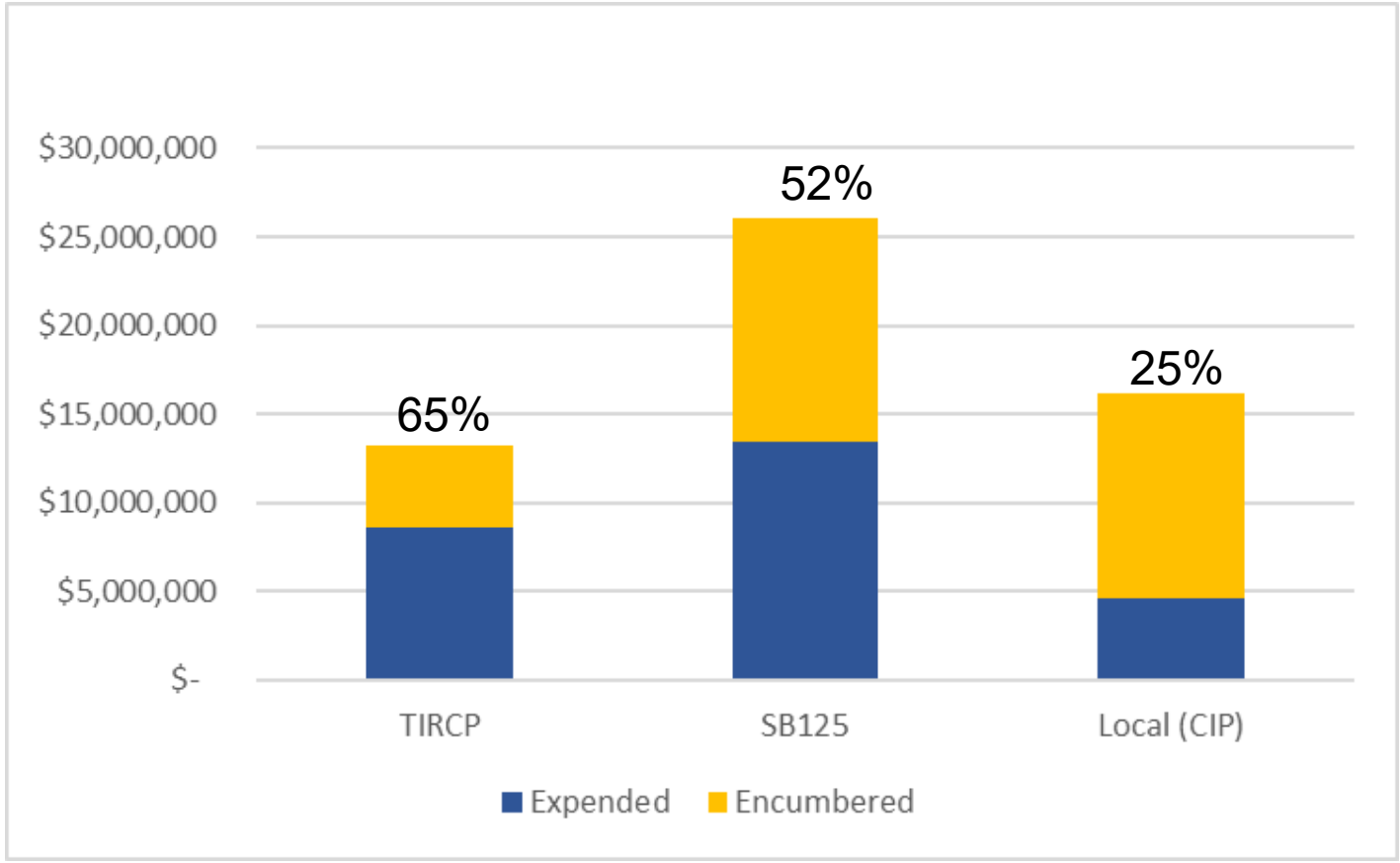
Total $95.9M

Phase 1 Funding Balance

Expended to Date



Allocation by Funding Type

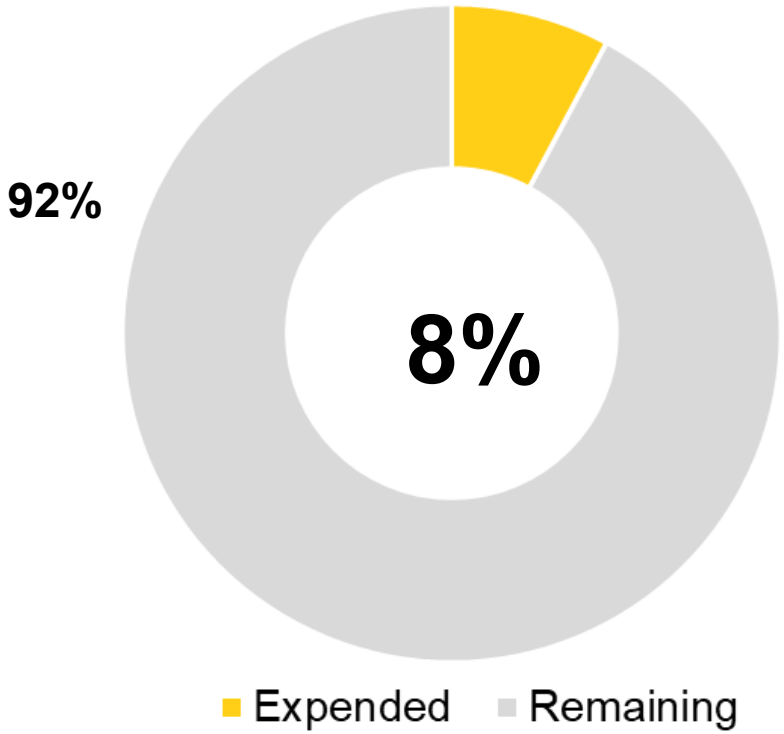


$26.6M expended to date

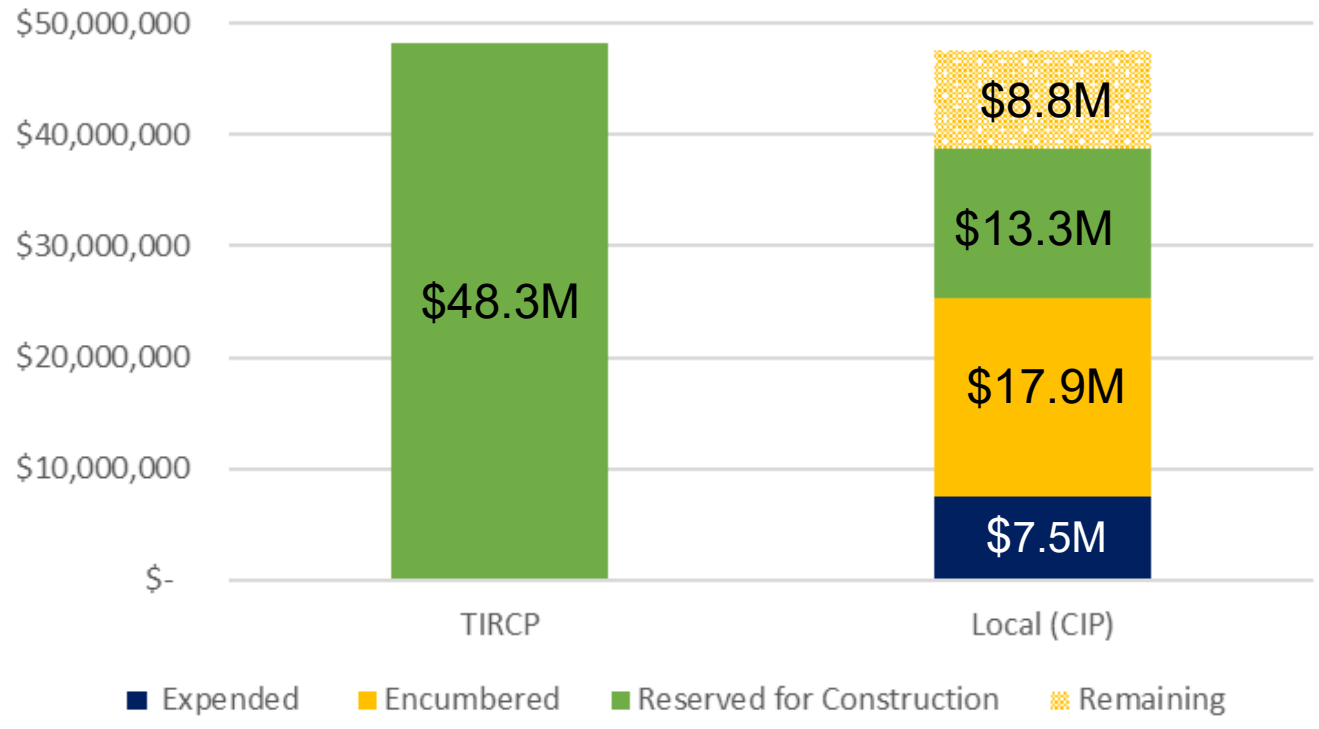
Reporting period through March 2026

Phase 2 Funding Balance

Expended to Date



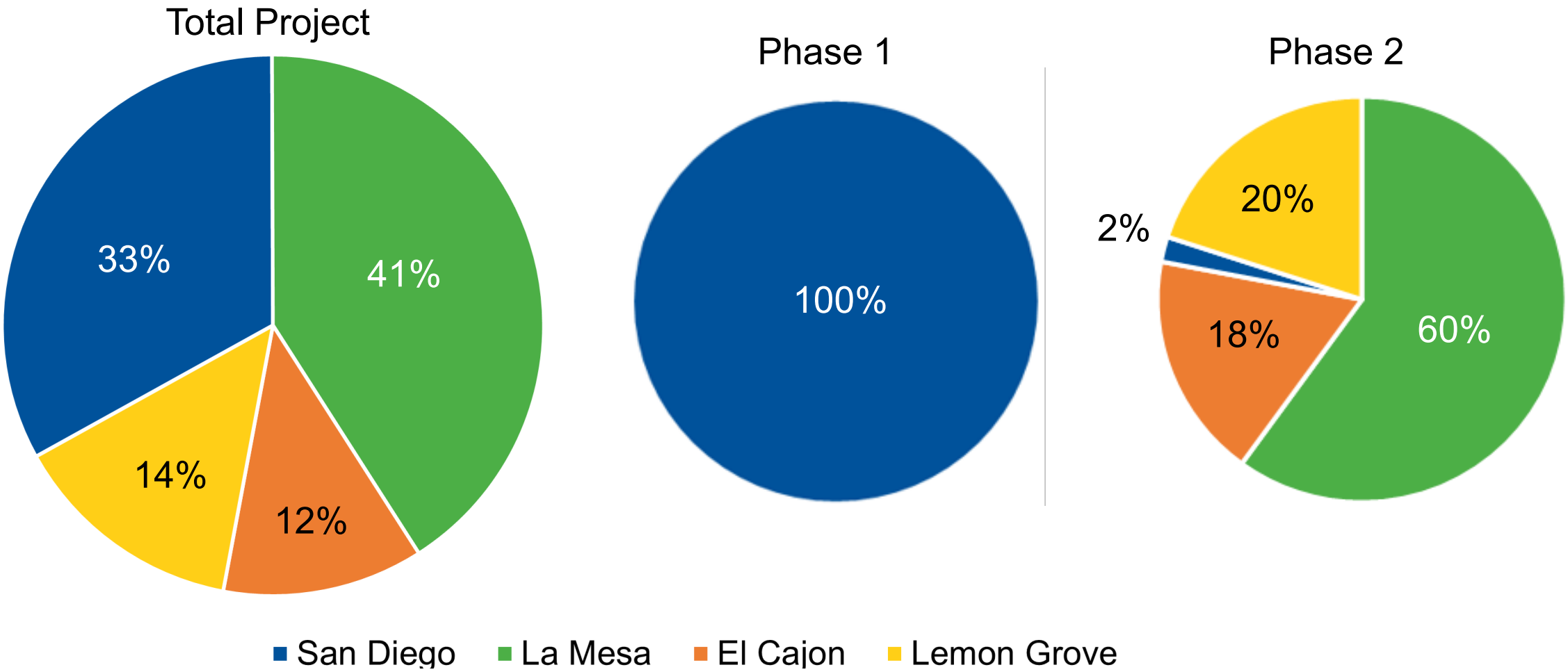
Allocation by Funding Type



$7.5M expended to date

Reporting period through March 2026

Percent of Project within local Cities



Other Orange Line Work

- Taking advantage of weekend closures to perform additional Orange Line work
  - General MTS MOW and Track Maintenance
  - Removal/replacement of siding at 5 locations along Commercial St.
- Grade Crossing Replacements
  - 25th and Commercial **– Complete**
  - Severin **– Complete**
  - Bradley **– Complete**

Completed Crossing Improvements at Severin

Completed Crossing Improvements at Bradley

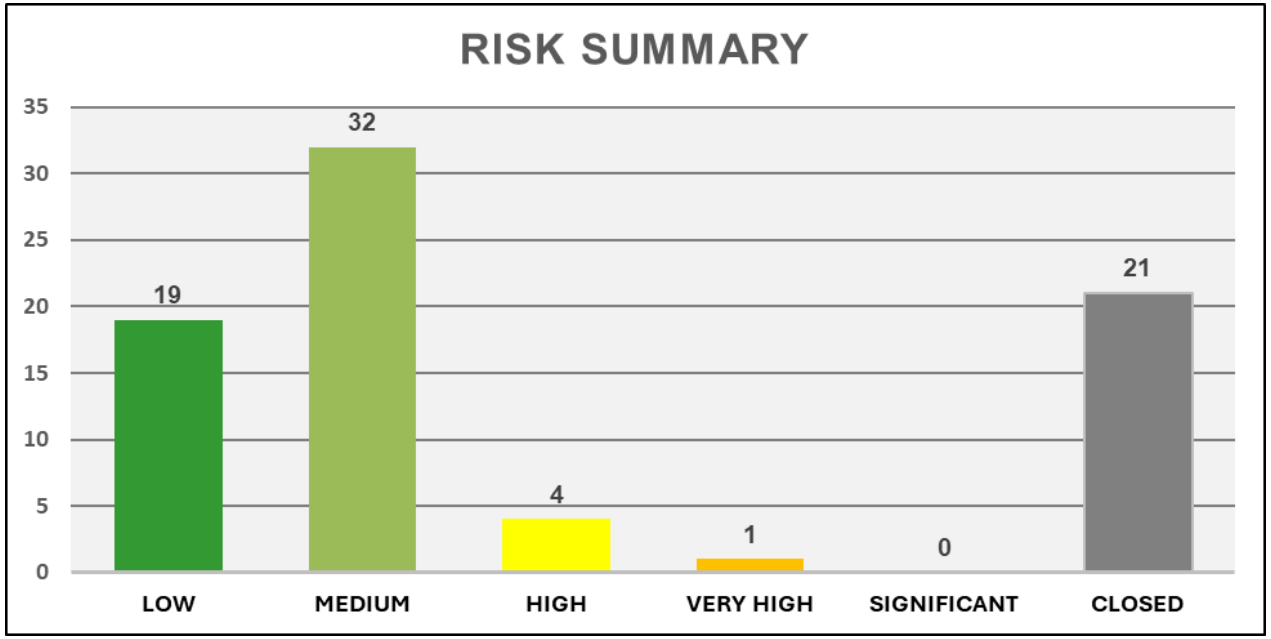
State Agency Coordination

- California Public Utilities Commission (CPUC) regulates rail crossing safety
- Phase 1 Progress:
  - Segment 1 Safety Certification **– Complete**
  - Segment 2 Safety Certification – In progress
    - CPUC field investigation **– Completed on May 7th**
    - Signal Cutover scheduled for May 17th
- Phase 2 Progress:
  - CPUC reviewed and approved improvements to (7) existing grade crossings and (2) stations
  - GO-88 applications in progress

Risk Management

- Risk Register Updated Monthly
  - Last updated 4/8/26
- Risk Changes
  - (2) Risks Added
  - (5) Risks Reduced
  - (3) Risks Increased
  - (4) Risks Retired
- Quarterly Risk Workshops
  - Last Workshop: April 8, 2026
  - Next Workshop: July 8, 2026

Risk Summary					
Impact Scores Legend	**LOW (1)**	**MEDIUM (2)**	**HIGH (3)**	**VERY HIGH (4)**	**SIGNIFICANT (5)**
Probability (P)	< 10%	10% - 50%	50% - 75%	75% - 90%	> 90%
Cost Impact (C)	< $250K	$250K - $1M	$1M - $3M	$3M - $10M	> $10M
Schedule Impact (S)	< 1 month	1 - 3 months	3 - 6 months	6 - 12 months	> 12 months
Impact Score	**< 3**	**3 - 5**	**5 - 10**	**10 - 15**	**> 15**



Top Risks

Risk ID	Risk Description	Risk Mitigation Actions	Impact Score
71	Delays in the approval of the Phase 2 Signal Engineer could impact Phase 2 FAT testing for Segment 1.	• CM team to coordinate and prioritize review and approval of Signal Engineers following Ph2 NTP. • Ph2 will include 2 qualified Signal Engineers	10
70	Delays in the completion of electrical services for Phase 2 could impact project schedule and cost.	• MTS and CM team to monitor electrical service progress • CM team to accelerate design coordination for completion	8
29	Potential sequencing conflicts between the activities of multiple work sites and contractors for Ph1 & Ph2 will impact multiple aspects of the project for both Phase 1 and Phase 2.	• CM team to coordinate with the contractor on sequenced work activities to minimize potential delays. • CM team to coordinate work windows between contractors.	8
46	If the Phase 1 and Phase 2 portions of the Project are awarded to two different prime contractors, then coordination during the construction will become more challenging and the possibility for scheduling problems increases.	• CM team to coordinate with the contractor on sequenced work activities to minimize potential delays. • CM team to coordinate work windows between contractors.	8
67	If Phase 1 and Phase 2 construction take substantially longer than currently estimated, then associated contract management costs will increase beyond current budgets.	• CM and contractors for Phase 1 and 2 to work diligently to maintain project schedule. • CM and contractor to develop recovery plan if schedule slips	6

Next Steps

- Finalize Phase 2 Construction Procurement
- Continue Communication and Outreach
- Funding Management

Questions/Comments?

Metropolitan Transit System

Board of Directors

Agenda

May 21, 2026 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 April 16, 2026 Board of Directors meeting minutes.	Approve
4.	**CEO Report** *Agenda Item will be provided prior to Board Meeting.*	Informational
5.	**Affordable Housing and Sustainable Communities (AHSC) Round 8 Grant Program Award and Project Acceptance – Blue Line Operating and Passenger Shelter Projects** Action would 1) Approve Resolution No. 26-04 authorizing the Chief Executive Officer to accept the Fiscal Year (FY) 2024-2025 AHSC Round 8 Grant via the Strategic Growth Council (SGC) and California Department of Housing and Community Development (HCD) in the amount no less than $12,316,993 to support Blue Line Saturday operations and the installation of passenger shelters; and 2) Authorize the Chief Executive Officer to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing an Indemnification Agreement for the grant funded portion of the project.	Approve
6.	**Affordable Housing and Sustainable Communities (AHSC) Round 9 Grant Program Award and Project Acceptance – Green Line Operating and Passenger Shelter Projects** Action would 1) Approve Resolution No. 26-05 authorizing the Chief Executive Officer to accept the Fiscal Year (FY) 2025-2026 AHSC Round 9 Grant via the	Approve

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Strategic Growth Council (SGC) and California Department of Housing and Community Development (HCD) in the amount no less than $6,714,557 for the purposes of supporting Green Line weekday operations and the installation of passenger shelters; and 2) Authorize the Chief Executive Officer to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing an Indemnification Agreement for the grant funded portion of the project.

7. **Operations Budget Status Report for March 2026** — Informational

8. **Fiscal Year (FY) 2026 Transportation Development Act (TDA) Claim Amendment** — Approve

Action would Directors adopt Resolution Nos. 26-06 and 26-07, approving FY 2026 TDA Article 4.0 and 4.5 claim amendments allocating $134,731,320.00 in TDA revenues for MTS.

9. **Rail Seat Upholstery Repair Services - Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1709.0-26, with Molina Manufacturing (Molina), in the amount of $787,413.86 (inclusive of CA 7.75% sales tax) for five (5) years, effective June 1, 2026, for the provision of Rail Seat Upholstery Repair Services.

10. **SAP S/4HANA Conversion and Migration Services – Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3097.0-25 with Sierra Digital, Inc. (Sierra), to provide SAP S/4HANA conversion and migration professional services in the amount of $2,898,380.00 for a contract period of one (1) year and one (1) month.

11. **Bus Engine, Transmission Overhaul and Cummins Parts - Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to 1) Execute MTS Doc. No. B0791.0-26, with to Cummins Inc. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $6,385,267.04 (inclusive of 7.75% CA sales tax); 2) Execute MTS Doc. No. B0792.0-26 , with EW Truck and Truck Equipment Co., Inc. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $7,572.08 (inclusive of 7.75% CA sales tax); 3) Execute MTS Doc. No. B0793.0-26, with Mohawk Manufacturing & Supply Co. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $1,285,485.43 (inclusive of 7.75% CA sales tax); and 4) Execute MTS Doc. No. B0794.0-26, with Crossline Supply LLC (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $1,142,503.79 (inclusive of 7.75%CA sales tax).

12. **Wireless Voice Communications Network Agreement with San Diego County – Regional Communications System (RCS)** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G3219.0-26, with RCS, for up to three hundred and seventy-five (375) radio

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connections to the RCS network, for a five-year period, on a non-member basis, for up to $1,812,825.00.

13. **Investment Report – Quarter Ending March 31, 2026** — Informational

14. **Revisions to San Diego Metropolitan Transit System (MTS) Board Policy No. 41, "Signature Authority"** — Approve
Action would approve revisions to MTS Board Policy No. 41, "Signature Authority".

15. **El Cajon Bus Maintenance Facility (ECBMF) Battery Storage – Contract Amendment** — Approve
Action would 1) Ratify MTS Doc. No. PWB414.0-25, with Fordyce Construction, Inc. (Fordyce), a Small Business (SB), in the amount of $143,016.00 for the procurement and installation of a pre-manufactured battery storage building at ECBMF; 2) Ratify Amendment No. 1 to MTS Doc. No. PWB414.0-25, with Fordyce, for the addition of explosion-proof electrical fixtures to the battery storage building in the amount of $3,858.92; and 3) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. PWB414.0-25, with Fordyce, for the increased power supply and fire alarm system tie-in of the battery storage building in the amount of $37,969.54.

16. **PRONTO Fare Collection System – Contract Amendment** — Approve
Agenda Item will be provided prior to Board Meeting.

17. **VMware Software Subscription Three-Year Renewal – Contract Award** — Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3210.0-26, with New Tech Solutions, Inc. (New Tech), for a three-year renewal of VMware software subscription services, in the amount of $814,876.80.

18. **Regional Communications System (RCS) Radios Purchase and Installation – Sole Source Contract Award** — Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3198.0-26, with Motorola Solutions, Inc. (Motorola), in the amount of $193,817.97 for a period of three (3) base years.

19. **Increased Authorization for Legal Services Contracts to Pay Projected Expenses through December 31, 2026 – Contract Amendment** — Approve
Action would authorize the Chief Executive Officer (CEO) to execute amendments to eleven (11) legal services contracts increasing the funding authorization by $1,550,000.00 to cover anticipated expenses through December 31, 2026.

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20. **Iris Rapid Transit Center East and Bus Stops Construction Management Services (CM) – Work Order Amendment** — Approve

Action would 1) Ratify Work Order Amendment No. WOA2498-CM19.03 under MTS Doc. No. G2498.0-21, with Kleinfelder Construction Services, Inc. (KCS), in the amount of $114,324.83 for additional construction management services through end of May 2026 for the Iris Rapid Transit Center East and Bus Stops Construction Project; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2498-CM19.04 under MTS Doc. No. G2498.0-21, with KCS, in the amount of $151,351.67 for additional construction management services through end of June 2026 for the Iris Rapid Transit Center East and Bus Stops Construction Project.

DISCUSSION ITEMS

21. **Fiscal Year (FY) 2027 Operating Budget Discussion (Gordon Meyer)**

Agenda Item will be provided prior to Board Meeting.

22. **Public Hearing: Assembly Bill (AB (Assembly Bill) 2561 (McKinnor): Status of Vacancies, Recruitment and Retention (Thuy Nguyen)** — Informational

Agenda Item will be provided prior to Board Meeting.

23. **Annual Safety Performance Review and Approval of Updated Agency Safety Plan (Fabeann Soberg and Jared Garcia)** — Approve

Agenda Item will be provided prior to Board Meeting.

24. **Proposed Revisions to Ordinance No. 2 Relating to Proof of Fare Payment by Passengers, Ordinance No. 5 Relating to the Enforcement Authorities of Designated MTS Employees, and Ordinance No. 13 Relating to Prohibited Conduct and Actions on Transit Vehicles, Transit Facilities, Trolley Stations and Bus Stops.** — Approve

Agenda Item will be provided prior to Board Meeting.

25. **Quarter 3 Performance Monitoring Report** — Informational

Agenda Item will be provided prior to Board Meeting.

OTHER ITEMS

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

27. **Remainder of Public Comments Not on The Agenda**

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

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28. Next Meeting Date

The next Board of Director's meeting is scheduled for June 18, 2026 at 9:00am.

ADJOURNMENT

29. Adjournment

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Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 04

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Chief Executive Officer's (CEO) Report

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING

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 multiple cities in San Diego County.

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 05

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Affordable Housing and Sustainable Communities (AHSC) Round 8 Grant Program Award and Project Acceptance – Blue Line Operating and Passenger Shelter Projects

RECOMMENDATION:

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

1) Approve Resolution No. 26-04 (in substantially the same format as Attachment A) authorizing the Chief Executive Officer to accept the Fiscal Year (FY) 2024-2025 AHSC Round 8 Grant via the Strategic Growth Council (SGC) and California Department of Housing and Community Development (HCD) in the amount no less than $12,316,993 to support Blue Line Saturday operations and the installation of passenger shelters; and

2) Authorize the Chief Executive Officer to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing an Indemnification Agreement for the grant funded portion of the project.

Budget Impact

The total grant funding awarded is $12,316,993 and will support the following projects:

Project	AHSC Grant Funding
Blue Line Saturday Operations	$11,811,993
Installation of Eight (8) Passenger Shelters	$505,000

DISCUSSION:

AHSC is administered by SGC and implemented by HCD. AHSC is part of Cap-and-Invest (formerly "Cap-and-Trade") funding to reduce greenhouse gas emissions, strengthen the economy, and improve public health and the environment particularly in disadvantaged and low-

income communities. The Cap-and-Invest program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments[1] projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, and recycling.

AHSC applications have historically relied on strong partnerships among affordable and mixed-income housing developers, local governments, and public transit providers. These collaborations are critical to meeting AHSC program requirements, particularly those related to greenhouse gas (GHG) reductions and transit ridership metrics that factor into competitive application scoring.

In 2024, MTS collaborated with Casa Familiar and Hitzke Development Corporation, as a non-applicant partner on the AHSC Round 8 Program Grant. The Avanzando San Ysidro project is a multi-family, mixed-use affordable housing development located at 125 Cypress Drive in San Ysidro. The project was awarded a total of $33,711,814 in AHSC Round 8 funding, consisting of a $20,200,000 AHSC Program Loan and a $13,511,814 AHSC Program Grant, supporting the delivery of affordable housing and enhanced transit access in the region.

The Avanzando San Ysidro project is a multi-family, mixed-use affordable housing development that integrates residential units, commercial space, and community facilities to strengthen connectivity and access to essential resources. The development spans two sites located approximately a quarter mile apart near the MTS Beyer Blvd Trolley Station and multiple bus routes.

The project exemplifies sustainable, transit-oriented development through the construction of 101 affordable homes and targeted public infrastructure improvements. Housing will serve

[1] https://www.caclimateinvestments.ca.gov/

households earning 30–60% of Area Median Income (AMI), helping to alleviate housing insecurity among the community's most vulnerable residents.

In addition to housing, the project will support enhanced light rail service, new bus shelters, bicycle infrastructure, pedestrian pathways, and expanded access to social services, youth programs, environmental justice initiatives, economic development, advocacy, and arts and cultural programming. Led by Hitzke Development Corporation in partnership with Casa Familiar, the City of San Diego, and MTS, Avanzando San Ysidro will serve as a model for inclusive, transit-oriented development that promotes health, mobility, accessibility, and long-term community resilience.

To support the required transit ridership and GHG goals of the AHSC program, as part of Casa Familiar's grant application, MTS requested $11,811,993 to support Blue Line Saturday operations and an additional $505,000 for the installation of eight new passenger shelters. Eight of these shelters are the responsibility of MTS, while the construction of a ninth shelter will be the responsibility of the developer.

In August 2024, HCD awarded Casa Familiar full funding in response to the grant application, MTS will receive no less than $12,316,993 to support Blue Line operations and shelter installations. The award will allow MTS to begin a new 7.5 - minute Saturday service frequency on the Blue Line beginning in FY28 and maintaining these service levels through FY33. In addition, the award will fund the installation of eight new passenger shelters, further improving rider comfort and access to transit at the following locations, which may be subject to change but within project area:

San Ysidro Blvd / Averil Road	Camino De La Plaza / Willow Road
San Ysidro Blvd / Averil Road	San Ysidro Bl & Cottonwood Rd
Calle Primera / Sycamore Road	Cottonwood Rd & San Ysidro Bl
Calle Primera / Sycamore Road	San Ysidro Bl & E Park Av

HCD requires that MTS acknowledge receipt of and agreement to abide by the grant terms through a board resolution and compliance with various grant requirements. Because MTS will be solely responsible for complying with the Blue Line Service and eight passenger shelter portions of the grant, staff also anticipates entering into an Indemnification Agreement with the grant recipients to certify that MTS will be responsible for fulfilling these requirements. Therefore, staff recommends that the MTS Board of Directors:

1) Approve Resolution No. 26-04 (in substantially the same format as Attachment A) authorizing the Chief Executive Officer to accept the Fiscal Year (FY) 2024-2025 AHSC Round 8 Grant via the Strategic Growth Council (SGC) and California Department of Housing and Community Development (HCD) in the amount no less than $12,316,993 to support Blue Line Saturday operations and the installation of passenger shelters; and

2) Authorize the Chief Executive Officer to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing an Indemnification Agreement for the grant funded portion of the project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 26-04

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 26-04

Resolution Authorizing the Acceptance of 2024-2025 Affordable Housing and Sustainable Communities (AHSC) Round 8 funding for future Blue Line Operations and Passenger Shelters, as part of the Hitzke Development Corporation and Casa Familiar, Inc.- Avanzando San Ysidro multi-family, mixed-use affordable housing development project located at 125 Cypress Drive, San Ysidro

WHEREAS, the California Department of Housing and Community Development ("Department") and the Strategic Growth Council ("SGC") have issued an Affordable Housing & Sustainable Communities Program ("AHSC" or "AHSC Program") Notice of Funding Availability, dated January 19, 2024 ("AHSC Program NOFA"); and

WHEREAS, Hitzke Development Corporation and Casa Familiar., ("Sponsor"), applied to the Department in response to the NOFA (the "Application") and was determined to be an eligible Applicant; and

WHEREAS, the Department made an award of Program funds (the "Program Award") to Sponsor pursuant to the conditional award letter, dated August 23, 2024; and

WHEREAS, the San Diego Metropolitan Transit System (MTS) was included as a non-applicant partner to the Sponsor Application and through Program Award, MTS will receive $12,316,993 to support Blue Line Saturday operations and installation of passenger shelters;

NOW, THEREFORE, IT IS RESOLVED, that MTS is hereby authorized and directed to act in connection with Sponsor in relation to its Program Award; and

BE IT FURTHER RESOLVED, MTS Chief Executive Officer (CEO) and/or MTS General Counsel is authorized to negotiate, enter into, execute, and deliver one or more STD 213, Standard Agreements, for a sum not to exceed the full amount of the Grant Program Award, and any and all other documents required or deemed necessary or appropriate to secure the Program Award from the department and to participate in the AHSC Program, and all amendments thereto (collectively, the "Program Award Documents"); and

BE IT FURTHER RESOLVED, MTS acknowledges that it shall be subject to the terms and conditions agreed to in the STD 213, Standard Agreement(s), and that the Affordable Housing Sustainable Communities Program of 2024 NOFA and the Application will be incorporated by reference therein and made a part thereof. MTS also acknowledges and agrees that any and all MTS activities, expenditures, information, and timelines represented and described in the Application are enforceable through the STD 213, Standard Agreement(s). MTS also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities for MTS identified in the relevant STD 213, Standard Agreements, including funds for future Blue Line Operations and Passenger Shelter Project; and

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the MTS Board of Directors, does hereby attest and certify that the foregoing is a true, full, and correct copy of a resolution that was duly adopted by the governing body on May 21, 2026, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

PASSED AND ADOPTED, by the Board of Directors this 21st day of May 2026 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

General Counsel
San Diego Metropolitan Transit System

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 06

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Affordable Housing and Sustainable Communities (AHSC) Round 9 Grant Program Award and Project Acceptance – Green Line Operating and Passenger Shelter Projects

RECOMMENDATION:

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

1) Approve Resolution No. 26-05 (in substantially the same format as Attachment A) authorizing the Chief Executive Officer to accept the Fiscal Year (FY) 2025-2026 AHSC Round 9 Grant via the Strategic Growth Council (SGC) and California Department of Housing and Community Development (HCD) in the amount no less than $6,714,557 for the purposes of supporting Green Line weekday operations and the installation of passenger shelters; and

2) Authorize the Chief Executive Officer to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing an Indemnification Agreement for the grant funded portion of the project.

Budget Impact

The total grant funding awarded is $6,714,557 and will support the following projects:

Project	AHSC Grant Funding
Green Line Weekday Operations	$6,474,557
Installation of Four (4) Passenger Shelters	$240,000

DISCUSSION:

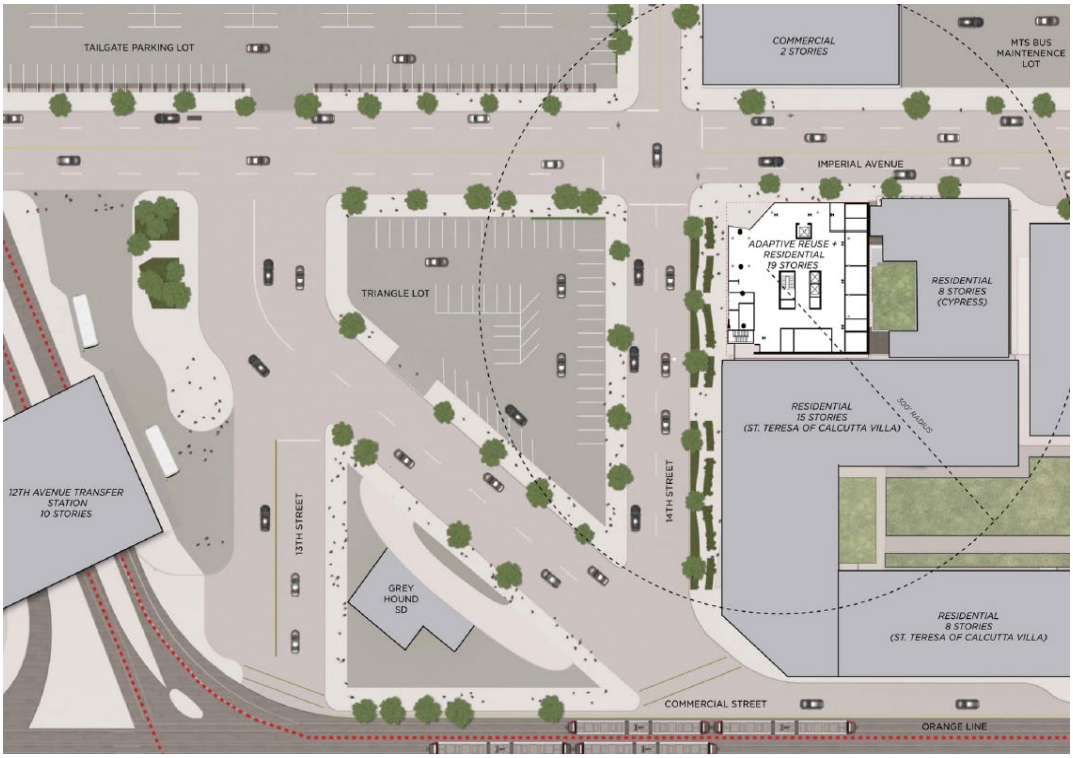
AHSC is administered by the Strategic Growth Council and implemented by California HCD. AHSC is part of Cap-and-Invest (formerly "Cap-and-Trade") funding to reduce greenhouse gas emissions, strengthen the economy, and improve public health and the environment particularly in disadvantaged and low-income communities. The Cap-and-Invest program also creates a

financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments[1] projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, and recycling.

AHSC applications have historically relied on strong partnerships among affordable and mixed-income housing developers, local governments, and public transit providers. These collaborations are critical to meeting AHSC program requirements, particularly those related to greenhouse gas (GHG) reductions and transit ridership metrics that factor into competitive application scoring.

In 2025, MTS collaborated with S.V.D.P. Management, Inc. (SVDP)[2] as a non-applicant partner on the AHSC Round 9 Program Grant. The SVDP project is a transit-oriented development located at 1401 Imperial Avenue in San Diego.[3] The project was awarded a total of $49,797,757 in AHSC Round 9 funding, consisting of a $35,000,000 AHSC Program Loan Award and a $14,797,757 AHSC Program Grant Award, supporting the delivery of affordable housing and enhanced transit access in the region.

The development proposes a 19-story residential building comprising 176 residential units, including 116 studios, 58 one-bedroom units, and two two-bedroom units. Designed to support sustainable, transit-focused living, the project will include an on-site laundry facility and will not provide parking stalls.



[1] https://www.caclimateinvestments.ca.gov/
[2] SVDP does business as Father Joe's Villages.
[3] The property is the subject of a Disposition and Development Agreement between the City of San Diego and SVDP single purpose entity, 1401 Imperial, LP, which was approved by the San Diego City Council on May 20, 2025.

In order to support the required transit ridership and GHG goals of the AHSC program, as part of SVPD's grant application, MTS will receive no less than $6,714,557 to support Green Line weekday operations and installation of four new passenger shelters.

Senate Bill (SB) 125 funding currently provides one-time operating funding for increased Green Line Trolley service frequency for every 15 minutes, replacing the previous 30-minute service during early morning and late evening hours. However, SB 125 operating funding is scheduled to sunset at the end of FY28. To address the anticipated funding gap, MTS's portion of the AHSC grant application included a request for continued operating funding for FY29 through FY33. This funding strategy was designed to sustain enhanced service levels beyond the SB 125 funding period and support long-term transit reliability.

In December 2025, HCD awarded SVDP $49,797,757, including no less than $6,714,557 for MTS Green Line operations and shelters. The award enables MTS to maintain 15-minute weekday service on the Green Line through FY33. Without this funding, Green Line weekday service levels would revert to 30-minute service starting FY 29. In addition, the award will fund the installation of four new passenger shelters, further improving rider comfort and access to transit at the proposed following locations, which may be subject to change but within project area:

- Market Street and 14th Avenue
- Market Street and 22nd Street West
- Market Street and 26th Street West

- Market Street and 26th Street East

HCD requires that MTS acknowledge receipt of and agreement to abide by the grant terms through a board resolution and compliance with various grant requirements. Because MTS will be solely responsible for complying with the Green Line Service and four passenger shelter portions of the grant, staff also anticipates entering into an Indemnification Agreement with the grant recipients to certify that MTS will be responsible for fulfilling these requirements. Therefore, staff recommends that the MTS Board of Directors to:

1) Approve Resolution No. 26-05 (in substantially the same format as Attachment A) authorizing the Chief Executive Officer to accept the Fiscal Year (FY) 2025-2026 Strategic Growth Council Grant Program via the California Department of Housing and Community Development (HCD) ASHC Round 9 Grant in the amount no less than $6,714,557 for Green Line weekday operations and installation of passenger shelters; and

2) Authorize the Chief Executive Officer to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing an Indemnification Agreement for the grant funded portion of the project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 26-05

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 26-05

Resolution Authorizing the Acceptance of 2025-2026 Affordable Housing and Sustainable Communities (AHSC) Round 9 funding for future Green Line Operations and Passenger Shelters, as part of the S.V.D.P Management, Inc. transit-oriented development project located at 1401 Imperial Avenue, San Diego

WHEREAS, the California Department of Housing and Community Development ("Department") and the Strategic Growth Council ("SGC") have issued an Affordable Housing & Sustainable Communities Program ("AHSC" or "AHSC Program") Notice of Funding Availability, dated March 25, 2025 ("AHSC Program NOFA"); and

WHEREAS, S.V.D.P. Management, Inc., a California nonprofit religious corporation ("Sponsor"), applied to the Department in response to the NOFA (the "Application") and was determined to be an eligible Applicant; and

WHEREAS, the Department made an award of Program funds (the "Program Award") to Sponsor pursuant to the conditional award letter, dated December 10, 2025, in the amount of $14,797,757; and

WHEREAS, the San Diego Metropolitan Transit System (MTS) was included as a non-applicant partner to the Sponsor Application and through Program Award, MTS will receive at a minimum of $6,714,557 to support Green Line weekday operations and installation of passenger shelters;

NOW, THEREFORE, IT IS RESOLVED, that MTS is hereby authorized and directed to act in connection with Sponsor in relation to its Program Award; and

BE IT FURTHER RESOLVED, MTS Chief Executive Officer (CEO) and/or MTS General Counsel is authorized to negotiate, enter into, execute, and deliver one or more STD 213, Standard Agreements, for a sum not to exceed the full amount of the Grant Program Award, and any and all other documents required or deemed necessary or appropriate to secure the Program Award from the department and to participate in the AHSC Program, and all amendments thereto (collectively, the "Program Award Documents"); and

BE IT FURTHER RESOLVED, MTS acknowledges that it shall be subject to the terms and conditions agreed to in the STD 213, Standard Agreement(s), and that the Affordable Housing Sustainable Communities Program of 2025 NOFA and the Application will be incorporated by reference therein and made a part thereof. MTS also acknowledges and agrees that any and all MTS activities, expenditures, information, and timelines represented and described in the Application are enforceable through the STD 213, Standard Agreement(s). MTS also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities for MTS identified in the relevant STD 213, Standard Agreements, including funds for future Green Line Operations and Passenger Shelter Project; and

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the MTS Board of Directors, does hereby attest and certify that the foregoing is a true, full, and correct copy of a resolution that was duly adopted by the governing body on May 21, 2026, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

PASSED AND ADOPTED, by the Board of Directors this 21st day of May 2026 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

General Counsel
San Diego Metropolitan Transit System

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/26

Agenda Item No. 07

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Operations Budget Status Report for March 2026

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for March 2026 compared to the Fiscal Year (FY) 2026 amended budget for the San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations, administrations, and other activities results for March 2026. Attachment A-2 details the March 2026 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides March 2026 results for MTS's other activities (For Hire Vehicle Administration (FHVA)/San Diego and Arizona Eastern Railway Company (SD&AE)).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending March 2026, MTS's net-operating income favorable variance totaled $632,000 (0.2%). Operations produced a $184,000 (0.1%) favorable variance and the administrative/other activities areas were favorable by $449,000 (15.0%).

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through March 2026 were $82,606,000 compared to the year-to-date budget of $82,343,000, representing a $264,000 (0.3%) favorable variance. Year-to-date passenger revenue was favorable to budget by $171,000 (0.3%) through March. Passenger revenue is up by $2,684,000 (4.7%) versus the prior year.

Other operating revenue was favorable by $92,000 (0.4%), primarily due to higher than projected energy credit revenue.

Operating Expenses. Year-to-date combined expenses through March 2026 were $344,317,000 compared to the budget of $344,686,000, resulting in a $369,000 (0.1%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled $151,253,000, compared to a budgetary figure of $151,297,000, producing a favorable variance of $44,000.

Outside Services and Purchased Transportation. Outside services in total through March 2026 were $123,162,000, compared to a budget of $123,748,000, resulting in a favorable variance of $586,000 (0.5%). This is primarily due to favorable general outside services and contracted security services within Administration. Repair and maintenance services and general outside services are also favorable within Rail Operations.

Materials and Supplies. Total year-to-date materials and supplies expenses were $15,822,000, compared to a budgetary figure of $15,530,000, resulting in an unfavorable variance of $293,000 (-1.9%). This is primarily due to unfavorable revenue vehicle parts and maintenance supplies within Bus Operations. March was the highest month this year for parts cost since buses nearing retirement have been expensive to maintain.

Energy. Total year-to-date costs were $38,583,000, compared to the budget of $38,593,000, resulting in a favorable variance of $10,000.

Risk Management. Total year-to-date expenses for risk management were $8,235,000 compared to the budget of $8,203,000, resulting in an unfavorable variance totaling $32,000 (-0.4%). This is primarily due to legal costs within Bus and Rail Operations.

General and Administrative. The year-to-date general and administrative costs were $5,460,000 through March 2026, compared to a budget of $5,505,000, resulting in a favorable variance of $45,000 (0.8%).

Vehicle and Facility Leases. The year-to-date vehicle and facilities lease costs were $1,802,000 compared to the budget of $1,810,000, resulting in a favorable variance of $8,000.

YEAR-TO-DATE SUMMARY

The March 2026, year-to-date net-operating income totaled a favorable variance of $632,000 (0.2%). These factors include favorable variances in passenger revenue, other operating revenue, personnel costs, outside services, energy, general and administrative costs, and vehicle/facility leases, partially offset by unfavorable materials and supplies, and risk management.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. March FY26 Operating Budget Results

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MTS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ 59,870	$ 59,699	$ 171	0.3%
Other Revenue	22,736	22,644	92	0.4%
Total Operating Revenue	**$ 82,606**	**$ 82,343**	**$ 264**	**0.3%**
Personnel costs	$ 151,253	$ 151,297	$ 44	0.0%
Outside services	123,162	123,748	586	0.5%
Materials and supplies	15,822	15,530	(293)	-1.9%
Energy	38,583	38,593	10	0.0%
Risk management	8,235	8,203	(32)	-0.4%
General & administrative	5,460	5,505	45	0.8%
Vehicle/facility leases	1,802	1,810	8	0.4%
Administrative Allocation	(0)	(0)	(0)	0.0%
Total Operating Expenses	**$ 344,317**	**$ 344,686**	**$ 369**	**0.1%**
Operating Income (Loss)	**$ (261,711)**	**$ (262,343)**	**$ 632**	**0.2%**
Total Non-Operating Activities	**222**	**222**	**0**	**0.0%**
Income (Loss) before Capital Contributions	**$ (261,489)**	**$ (262,121)**	**$ 632**	**-0.2%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ 59,870	$ 59,699	$ 171	0.3%
Other Revenue	683	677	7	1.0%
Total Operating Revenue	**$ 60,554**	**$ 60,376**	**$ 178**	**0.3%**
Personnel costs	$ 124,212	$ 124,188	$ (23)	0.0%
Outside services	100,406	100,768	361	0.4%
Materials and supplies	15,776	15,477	(299)	-1.9%
Energy	37,751	37,728	(24)	-0.1%
Risk management	7,424	7,393	(31)	-0.4%
General & administrative	995	1,009	14	1.4%
Vehicle/facility leases	1,279	1,286	8	0.6%
Administrative Allocation	31,871	31,871	(0)	0.0%
Total Operating Expenses	**$ 319,714**	**$ 319,719**	**$ 6**	**0.0%**
Operating Income (Loss)	**$ (259,160)**	**$ (259,344)**	**$ 184**	**0.1%**
Total Non-Operating Activities	**222**	**222**	**0**	**0.0%**
Income (Loss) before Capital Contributions	**$ (258,938)**	**$ (259,122)**	**$ 184**	**-0.1%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)
COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ 15,337	$ 15,355	$ (18)	-0.1%
Other Revenue	44	41	3	8.2%
Total Operating Revenue	**$ 15,381**	**$ 15,396**	**$ (14)**	**-0.1%**
Personnel costs	$ 75,663	$ 75,543	$ (119)	-0.2%
Outside services	1,756	1,848	92	5.0%
Materials and supplies	6,324	6,123	(201)	-3.3%
Energy	5,853	6,004	151	2.5%
Risk management	2,914	2,893	(21)	-0.7%
General & administrative	554	566	12	2.1%
Vehicle/facility leases	494	483	(11)	-2.3%
Administrative Allocation	6,159	6,159	(0)	0.0%
Total Operating Expenses	**$ 99,717**	**$ 99,619**	**$ (98)**	**-0.1%**
Operating Income (Loss)	**$ (84,335)**	**$ (84,223)**	**$ (112)**	**-0.1%**
Total Non-Operating Activities	**-**	**-**	**-**	**-**
Income (Loss) before Capital Contributions	**$ (84,335)**	**$ (84,223)**	**$ (112)**	**0.1%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
RAIL (SAN DIEGO TROLLEY INC.)
COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ 24,576	$ 24,321	$ 255	1.0%
Other Revenue	639	636	3	0.5%
Total Operating Revenue	**$ 25,215**	**$ 24,957**	**$ 259**	**1.0%**
Personnel costs	$ 47,828	$ 47,919	$ 91	0.2%
Outside services	11,057	11,244	187	1.7%
Materials and supplies	9,338	9,254	(84)	-0.9%
Energy	24,434	24,035	(400)	-1.7%
Risk management	4,495	4,485	(10)	-0.2%
General & administrative	427	429	2	0.5%
Vehicle/facility leases	495	513	18	3.6%
Administrative Allocation	23,263	23,263	(0)	0.0%
Total Operating Expenses	**$ 121,339**	**$ 121,143**	**$ (195)**	**-0.2%**
Operating Income (Loss)	**$ (96,123)**	**$ (96,187)**	**$ 64**	**0.1%**
Total Non-Operating Activities	**-**	**-**	**-**	**-**
Income (Loss) before Capital Contributions	**$ (96,123)**	**$ (96,187)**	**$ 64**	**-0.1%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - CONTRACTED SERVICES (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ 18,672	$ 18,725	$ (53)	-0.3%
Other Revenue	-	-	-	-
Total Operating Revenue	**$ 18,672**	**$ 18,725**	**$ (53)**	**-0.3%**
Personnel costs	$ 573	$ 578	$ 5	0.8%
Outside services	72,808	72,907	99	0.1%
Materials and supplies	113	99	(14)	-14.6%
Energy	6,484	6,631	148	2.2%
Risk management	-	-	-	-
General & administrative	10	10	0	3.9%
Vehicle/facility leases	33	33	0	0.9%
Administrative Allocation	2,035	2,035	(0)	0.0%
Total Operating Expenses	**$ 82,056**	**$ 82,294**	**$ 238**	**0.3%**
Operating Income (Loss)	**$ (63,384)**	**$ (63,569)**	**$ 185**	**0.3%**
Total Non-Operating Activities	**-**	**-**	**-**	**-**
Income (Loss) before Capital Contributions	**$ (63,384)**	**$ (63,569)**	**$ 185**	**-0.3%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - CONTRACTED SERVICES (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ 1,285	$ 1,298	$ (13)	-1.0%
Other Revenue	-	-	-	-
Total Operating Revenue	**$ 1,285**	**$ 1,298**	**$ (13)**	**-1.0%**
Personnel costs	$ 147	$ 148	$ 0	0.3%
Outside services	14,564	14,547	(17)	-0.1%
Materials and supplies	-	-	-	-
Energy	981	1,057	77	7.3%
Risk management	15	15	-	0.0%
General & administrative	4	3	(1)	-17.2%
Vehicle/facility leases	257	257	0	0.0%
Administrative Allocation	414	414	0	0.0%
Total Operating Expenses	**$ 16,381**	**$ 16,441**	**$ 60**	**0.4%**
Operating Income (Loss)	**$ (15,096)**	**$ (15,143)**	**$ 47**	**0.3%**
Total Non-Operating Activities	**-**	**-**	**-**	**-**
Income (Loss) before Capital Contributions	**$ (15,096)**	**$ (15,143)**	**$ 47**	**-0.3%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS
CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ -	$ -	$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	**$ -**	**$ -**	**$ -**	**-**
Personnel costs	$ -	$ -	$ -	-
Outside services	222	222	(0)	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	**$ 222**	**$ 222**	**$ (0)**	**0.0%**
Operating Income (Loss)	**$ (222)**	**$ (222)**	**$ (0)**	**0.0%**
Total Non-Operating Activities	**222**	**222**	**0**	**0.0%**
Income (Loss) before Capital Contributions	**$ -**	**$ -**	**$ -**	**-**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
ADMINISTRATION
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ -	$ -	$ -	-
Other Revenue	20,918	20,852	66	0.3%
Total Operating Revenue	**$ 20,918**	**$ 20,852**	**$ 66**	**0.3%**
Personnel costs	$ 26,524	$ 26,586	$ 62	0.2%
Outside services	22,261	22,502	241	1.1%
Materials and supplies	47	53	6	11.8%
Energy	828	861	33	3.9%
Risk management	732	731	(1)	-0.2%
General & administrative	4,416	4,446	30	0.7%
Vehicle/facility leases	502	503	1	0.1%
Administrative Allocation	(31,902)	(31,902)	0	0.0%
Total Operating Expenses	**$ 23,407**	**$ 23,780**	**$ 372**	**1.6%**
Operating Income (Loss)	**$ (2,489)**	**$ (2,928)**	**$ 439**	**15.0%**
Total Non-Operating Activities	**-**	**-**	**-**	**-**
Income (Loss) before Capital Contributions	**$ (2,489)**	**$ (2,928)**	**$ 439**	**-15.0%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OTHER ACTIVITIES
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2026
MARCH 31, 2026
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	$ -	$ -	$ -	-
Other Revenue	1,134	1,115	19	1.7%
Total Operating Revenue	**$ 1,134**	**$ 1,115**	**$ 19**	**1.7%**
Personnel costs	$ 518	$ 523	$ 4	0.9%
Outside services	494	478	(16)	-3.4%
Materials and supplies	0	0	0	76.7%
Energy	4	4	1	14.2%
Risk management	79	80	1	1.1%
General & administrative	50	50	1	1.6%
Vehicle/facility leases	21	21	0	0.4%
Administrative Allocation	31	31	(0)	0.0%
Total Operating Expenses	**$ 1,196**	**$ 1,187**	**$ (9)**	**-0.8%**
Operating Income (Loss)	**$ (62)**	**$ (72)**	**$ 10**	**14.0%**
Total Non-Operating Activities	**-**	**-**	**-**	**-**
Income (Loss) before Capital Contributions	**$ (62)**	**$ (72)**	**$ 10**	**-14.0%**

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 08

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Fiscal Year (FY) 2026 Transportation Development Act (TDA) Claim Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt Resolution Nos. 26-06 (in substantially the same format as Attachment A) and 26-07 (in substantially the same format as Attachment B), approving FY 2026 TDA Article 4.0 and 4.5 claim amendments allocating $134,731,320.00 in TDA revenues for MTS.

Budget Impact

The FY 2026 TDA claim amendments would result in the additional approval of $6,763,086, for a total of $134,731,320.00 in TDA funds for MTS to be utilized in the FY 2026 operating and capital budgets. Since this amount was approved by SANDAG in February 2026, it was incorporated into the FY 2026 mid-year operating budget approved by the Board on March 19, 2026 (Agenda Item (AI) 16).

DISCUSSION:

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 (RTPA), is responsible for the allocation of TDA funds to the region's cities, the County, and transit operators. At its February 14, 2025, meeting, the SANDAG Board of Directors approved the San Diego County Auditor's estimate of $195,505,554.00 for the original FY 2026 TDA apportionment for the region.

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 because of Senate Bill (SB) 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 SB 1703 consolidation. The MOU is updated as circumstances change. For FY 2026, $2,800,807.00 in funding will remain with SANDAG for transferred administrative and planning functions.

TDA allocations are authorized under three 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 $127,968,234.00 was allocated to MTS for FY 2026 based on the original apportionment. The amounts were approved by the MTS Board at its September 11, 2025 (AI 22) meeting. This included:

- $120,590,466.00 in TDA Article 4.0 claims
  - $93,160,584.00 of which will fund operating activities,
  - $27,429,882.00 will fund the capital improvement program;
- $6,414,097.00 in Article 4.5 claims to fund the MTS Access Paratransit services; and
- $963,671.00 in Article 8.0 claims to fund the ferry/commuter express services.

FY 2026 cash receipts to date exceeded the initial targets set last February. At their February 27, 2026 meeting, the SANDAG Board approved increasing the FY 2026 regional apportionment to $205,737,566. This resulted in an additional $6,763,086 that MTS could claim for the current fiscal year. This will include:

- $6,329,933.00 in TDA Article 4.0 claims which will fund operating activities,
- $397,398.00 in Article 4.5 claims to fund the MTS Access Paratransit services.
- The Article 8.0 claim remains unchanged.

The new total to be allocated to MTS for FY 2026 would be $134,731,320.00.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution Nos. 26-06 (in substantially the same format as Attachment A) and 26-07 (in substantially the same format as Attachment B), approving FY 2026 TDA Article 4.0 and 4.5 claim amendments allocating $134,731,320.00 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. 26-06
B. Resolution No. 26-07

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 26-06

Resolution Approving Fiscal Year 2026 (FY) Transportation Development Act, Article 4.0 Amendment

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 2026 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);

WHEREAS, MTS Board, on September 11, 2025, approved Resolution Number 25-07 for the TDA Article 4.0 MTS TDA claim of $120,590,466, with $93,160,584 of the 4.0 TDA claim used for operating activities, and the remaining $27,429,882 used to fund capital;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2026 TDA Article 4.0 MTS TDA claim amendment of $6,329,933 which will be used for operating activities, resulting in a revised total claim of $126,920,399.

PASSED AND ADOPTED by the Board of Directors this _____day of _____, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

_____
Chairperson
San Diego Metropolitan Transit System

Filed by:

_____
Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

_____
Office of the General Counsel
San Diego Metropolitan Transit System

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 26-07

Resolution Approving Fiscal Year (FY) 2026 Transportation Development Act, Article 4.5 Amendment

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 2026 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);

WHEREAS, MTS Board, on September 11, 2025, approved Resolution Number 25-08 for the TDA Article 4.5 MTS TDA claim of $6,414,097, used to fund MTS Access Paratransit services;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2026 TDA Article 4.5 MTS TDA claim amendment of $397,398 which will be used to fund the MTS Access Paratransit services, resulting in a revised claim total of $6,811,495.

PASSED AND ADOPTED by the Board of Directors this _____day of _____, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

_____
Chairperson
San Diego Metropolitan Transit System

Filed by:

_____
Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

_____
Office of the General Counsel
San Diego Metropolitan Transit System

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 09

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Rail Seat Upholstery Repair Services - Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1709.0-26 (in substantially the same format as Attachment A), with Molina Manufacturing (Molina), in the amount of $787,413.86 (inclusive of CA 7.75% sales tax) for five (5) years, effective June 1, 2026, for the provision of Rail Seat Upholstery Repair Services.

Budget Impact

The total contract cost of services is estimated to be $787,413.86 (inclusive of CA 7.75% sales tax) (Attachment A). The project will be funded by the San Diego Trolley, Inc. (SDTI) Light Rail Vehicle (LRV) Maintenance Operations Budget account 350016 - 545100. The contract includes estimated as-needed seat repair services based on historical usage data. In the event circumstances result in more seat repairs than forecast, additional funding will be requested pursuant to Board Policy 41 (Signature Authority).

DISCUSSION:

MTS's LRV fleet consists of three (3) different models of LRVs. Each of these models has a unique passenger seating arrangement. The passenger seat cushions require repairs due to normal wear and tear, vandalism, and/or safety concerns. This contract provides services to repair and/or reupholster the seat cushions used on the fleet on an as-needed basis.

MTS Board Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements exceeding $150,000.00.

On January 9, 2026, MTS released a Request for Proposal (RFP) solicitation for the provision of Rail Seat Upholstery Repair Services for a five (5) year period. The contract term date is June 1, 2026, to May 30, 2031.

A total of two (2) proposals were received on February 19, 2026 from Molina and Sedia Inc. (Sedia).

On March 13, 2026, an evaluation committee, consisting of the LRV Project Coordinator, Manager of LRV Maintenance, and an MTS Finance Assistant, convened to evaluate proposals based on the following criteria:

Evaluation Criteria	Total Possible Points
Qualifications of the Firm or Individual	25
Project Schedule	15
Work Plan	30
Cost/Price	30
Total	**100**

The table below represents the initial scores and rankings:

Ranking	Proposer	Initial Cost	Technical Score	Cost Score	Total Score
1	Molina	$730,778.52	58.3	30.0	88.3
2	Sedia	$946,167.22	57.0	23.2	80.2

On March 19, 2026, following the initial evaluation, MTS requested clarification from both proposers on certain aspects of their technical proposals.

On March 23, 2026, MTS received answers to the clarifications requested from both proposers regarding their technical proposals.

On March 27, 2026, the evaluation committee reconvened. After reviewing both proposers' responses to the request for clarifications, the committee deemed Molina to be the highest-ranked proposer and offered the best overall value to MTS. No changes were made to the scores and rankings.

On April 2, 2026, MTS requested a Best and Final offer (BAFO) from Molina. Molina decided to keep their original pricing.

By comparison to MTS's Independent Cost Estimate (ICE) at $626,168.12, and based on a comparison of all proposers, MTS staff determined Molina to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1709.0-26 (in substantially the same format as Attachment A), with Molina, in the amount of $787,413.86 (inclusive of CA 7.75% sales tax) for five (5) years, effective June 1, 2026, for the provision of Rail Seat Upholstery Repair Services.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4588, Julia.Tuer@sdmts.com

Attachments: A. Draft Agreement MTS Doc. No. L1709.0-26
B. Scope of Work
C. Contractors Cost Proposal Form

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. L1709.0-26

RAIL SEAT UPHOLSTERY REAPAIR SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: Molina Manufacturing, LLC

Address: 23126 Mariposa Avenue

Torrance, CA 90502
City State Zip

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

Email: joe@molinamfg.com

Telephone: (310) 539-1883

Authorized person to sign contracts Joe Molina (Name) CEO (Title)

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

The contract term is for up to five (5) years effective June 1, 2026 through May 31, 2031.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $787,413.86 (inclusive of CA 7.75% sales tax) without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MOLINA MANUFACTURING, LLC
By: _____ Sharon Cooney, Chief Executive Officer Approved as to form: By: _____ Karen Landers, General Counsel	By _____ Title: _____

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 multiple cities in San Diego County.

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The San Diego Metropolitan Transit System (MTS) is soliciting bids from a qualified Contractor to provide repair service of damaged seats for MTS Rail division (SDTI) over a five (5) year period.

By submitting a proposal, the Proposer certifies that it has completed all required Submission Forms dated and signed. If a form is not applicable, please state N/A on the form, sign and date.

1.2. OBJECTIVE

Contractor to provide upholstery repair services to damaged Light Rail Vehicle (LRV) revenue service fleet seats. The Contractor shall provide all labor and reupholstery services, some materials (including Velcro loop and installation for SD7 & SD8 cars) and any miscellaneous tools & equipment used for repair. Contractor shall furnish pick-up, and delivery needed to reupholster/repair LRV seat back and bottom cushions for the following train models SD7, SD8, SD9 and SD10 cars. SDTI will provide upholstery fabric and foam padding material. All other materials shall be provided by the Contractor and must comply with NFPA130 Fire safety requirements. Contractor shall provide specification sheets with its proposal of any Contractor-supplied materials. SD7, SD8, SD9 and SD10 seats are plastic shell with foam and vinyl overlay.

Refer to the MTS Cost Form for estimated seat numbers per year with regards to foam replacement.

For Year 1 the volume of repair service will be as follows:

MTS Material No.	PART NUMBER	ITEM DESCRIPTION	QTY
70198622	147230NSNT8N	S70 SEAT BACK	704
N/A	147232NSNT8N	S70 SEAT BOTTOM	704
70198686	KSU-BKU-006924	SD8 SEAT BACK	3900
70202921	SAR104SCD8	SD8 SEAT BOTTOM	3900
70200435	A6X30145695 / 1551280PNVGA	SD9 SEAT BOTTOM 17"	322
70200434	A6X30145694 / 1620650PNVGA	SD9 SEAT BACK 17"	322
70200437	A6X30145697 / 01551320PNVGA	SD9 SEAT BOTTOM 18"	1012
70200436	A6X30145696 / 1620660PNVGA	SD9 SEAT BACK 18"	1012

For Years 2 to 5, foam material will be replaced as needed when vinyl is replaced due to vandalism of the seats.

1.3. SHIPMENT AND MATERIAL STORAGE

MTS will be responsible for providing seating cores, upholstery fabric and foam padding material on a complete car set basis.

MTS will be responsible for packaging the cores and preparing shipment(s) from MTS facility for Contractor to pick up. The Contractor will be responsible for providing all the necessary crates, pallets, and other shipping materials required to package and pick-up the cores.

MTS will be responsible for packaging the upholstery fabric and foam padding material and preparing shipment from MTS' facility. The Contractor will be responsible for providing all the necessary crates, pallets, and other shipping materials required to package and pick-up the upholstery fabric and foam padding material.

Following completion of the reupholstery process, the seat assemblies shall be prepared for shipping by car kit and securely packaged to prevent damage during shipping.

Note: Partial shipments will not be accepted by MTS, unless previously approved by the MTS PM.

Contractor shall deliver the seat assemblies to MTS' facility address identified herein.

Any damage incurred in shipping to MTS is the sole responsibility of the Contractor.

Shipping costs of all materials, equipment, or other shipments during the course of the contract term to and from MTS' facility shall be the responsibility of the Contractor.

LRV dept will provide the contractor with a tally of the different seats going out for repair. And seats will be shrink wrapped to pallets for shipping. Contractor should contact MTS PM if count is different when seats arrive at their shop. Note, seats going out will be ones identified as "need repair" due to graffiti or physical damage to the seating material. Car sets will not be a way to send them out to the contractor. Guaranteed that the majority of the seats going out will be seat bottoms of all 3 fleet types.

With regards to requirements for returning seats: Contractor should provide quantities of each type of seat being returned and reference PO number. For the first year, MTS would like some type of decal or marking that identifies that a seat back or bottom has been repaired by the contractor. This marking or decal can be agreed upon at the start of the contract.

Shipment and pick-up shall be coordinated to minimize disruption at MTS' facility.

1.4. SCHEDULE/SERVICE HOURS

- Service Hours Monday through Friday 7:00 AM to 3:00 PM
- SDTI Project Manager (PM) or designee will arrange with the Contractor to schedule pick up of seats for repair.
- Contractor shall pick up and deliver seats at:
  San Diego Trolley, Inc. (SDTI)
  1341 Commercial Street
  San Diego CA 92113
- All repaired seats shall be returned to SDTI within 10 calendar days from pick up.

1.5. INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work under this Contract shall be performed at the 1341 Commercial Street San Diego, CA 92113. Contractor shall coordinate with the SDTI designated contact, who will be responsible for the inspection and acceptance.

The basis of acceptance shall be in compliance with the requirements set forth in the scope of work. Deliverable items rejected under resulting inspection shall be corrected within 14 days at no additional cost to MTS. Contractor shall prepare records evidencing all inspections made related to this project and the outcome.

1.6. WARRANTY

The Contractor shall warrant that all labor and materials supplied under the contract shall:

a. Conform to the Specifications and other requirements of the Contract.
b. Be free of all patent and latent defects in design, materials, and workmanship.
c. Perform satisfactorily.
d. Be of the quality specified, or of the best grade if no quality specified.

Unless a longer warranty period is identified in the RFP or the Contract, the Contractor warrants all Materials furnished and Work performed by the Contractor to be free of defects and faults for a period of one year from MTS's approval, inspection and acceptance following installation at MTS' facility.

MTS shall not be required to perform unusual or extraordinary maintenance to keep warranties in effect.

Warranty shall include materials and labor necessary to correct defects.

All parts shall be readily available in a reasonable amount of time, not to exceed 30 days.

Contractor shall provide a clear process, including names and contact information, for MTS to submit warranty claims. This process shall be included as part of the Technical proposal.

1.7. PRICING

Proposers shall complete and submit its Cost Proposal for all five years using the Cost Forms provided by MTS as an attachment to this solicitation. The cost proposal must be inclusive of all labor costs associated with the repair services of the LRV fleets seats. All pages of the Cost Forms shall be fully completed, or the proposal may be deemed non-responsive. Pricing shall be firm-fixed price for the entire duration of the contract.

1.8. CONTRACT TERM

The anticipated contract term will be for a period of five (5) years effective on the following dates:

TERM	DATE
YEAR 1	July 1, 2026, to June 30, 2027
YEAR 2	July 1, 2027, to June 30, 2028
YEAR 3	July 1, 2028, to June 30, 2029
YEAR 4	July 1, 2029, to June 30, 2030
YEAR 5	July 1, 2030, to June 30, 2031

1.9. RESPONSIBLITIES

5.9.1. RESPONSIBLITIES OF CONTRACTOR

- Maintain written and verbal communications with MTS relating to the status of the contract, including any anticipated issues or delays.
- Respond promptly and precisely to MTS staff's needs and requests for information within two (2) business days.
- Quality of workmanship and on time delivery shall be a priority for all orders.

5.9.2. RESPONSIBLITIES OF MTS

- Supply/provide upholstery fabric and foam padding material to the Contractor.
- Establish operating requirements for the Contractor, including all upholstery materials for continued services.
- Administer and monitor the contract, ensuring Contractor's compliance with the specifications and the contract terms.
- Process Contractor invoice(s) upon acceptance by MTS for products and/or services delivered.

1.10. INVOICES

Each invoice must include the PO number and should also include the following information:

- LRV Car Type;
- Back/Bottom;
- Quantity shall be the same as what was picked up at location;
- Price for each item, breaking out taxable materials and non-taxable labor rate
- SDTI Stock Code

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.

ADVANCED PAYMENT IS NOT ALLOWABLE

Payment terms shall be Net 30 days from invoice date. If MTS rejects an incorrectly submitted invoice and sends it back for correction, the Net 30 days restart from the corrected invoice date.

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

1.11. PAYMENT TERMS

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

Cash discounts as shown on the bid form shall be accepted at the option of MTS. Otherwise the terms will be Net thirty (30) from acceptance. Payment terms of less than ten (10) days from acceptance will not be considered.

1.12. [NOT APPLICABLE] BUY AMERICA

A. [NOT APPLICABLE] CONSTRUCTION MATERIALS

B. [NOT APPLICABLE] MANUFACTURED PRODUCT

C. [NOT APPLICABLE] ROLLING STOCK

D. [NOT APPLICABLE] IRON OR STEEL

1.13. [NOT APPLICABLE] SAFETY DATA SHEETS (SDS)

1.14. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

1.15. [NOT APPLICABLE] REPLACEMENT PARTS

1.16. DELIVERY AND ACCEPANCE

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to Click to choose address unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery. Contractor shall indicate delivery date on the Cost Pricing Form unless already specified, in which case, shall be made within the time set forth. Delivery is part of the consideration and must be adhered to as specified. Contractor will not be held liable for failure to make delivery because of strikes, construction of property, governmental regulations, acts of God or any other causes beyond his control, provided a written extension of time is obtained from MTS. Upon delivery, MTS will acknowledge receipt of said items or products. Delivery shall not constitute acceptance. Upon inspection and testing (if necessary) by MTS, a determination will be made whether said items or products are in conformance with contract requirements. If found in conformance, MTS shall approve the Contractor’s invoice for payment; thereby constituting acceptance. Payment terms begin from this point. If the delivered items or products are found not in compliance, MTS will immediately notify the Contractor, and furnish all details of deficiencies. Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS) and resubmit for inspection and testing (if necessary).

1.17. EXPEDITING

The goods furnished under this Agreement shall be subject to expediting by MTS. MTS shall be afforded free access to Contractor's shops, factories, or places of business, and those of

Contractor's suppliers, for expediting purposes. As required by MTS, Contractor shall supply schedules, unpriced copies of purchase orders and progress reports for MTS's use in expediting.

Rail Fleet Seat Upholstery Repair Services RFP - Cost Proposal Form

MTS Doc. No. L1709.0-26

Proposer Name:_Molina Manufacturing_____

ITEM	Provide lead time (In calendar days)	MTS Material No.	PART NUMBER	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
1	4-6 Days	70198622	147230NSNT8N	S70 SEAT BACK	704	EA	$ 33.67	$ 23,703.68
2	4-6 Days	N/A	147232NSNT8N	S70 SEAT BOTTOM	704	EA	$ 33.59	$ 23,647.36
3	4-6 Days	70198686	KSU-BKU-006924	SD8 SEAT BACK	3900	EA	$ 33.43	$ 130,377.00
4	4-6 Days	70202921	SAR104SCD8	SD8 SEAT BOTTOM	3900	EA	$ 33.52	$ 130,728.00
5	4-6 Days	70200435	A6X30145695 / 1551280PNVGA	SD9 SEAT BOTTOM 17"	322	EA	$ 27.73	$ 8,929.06
6	4-6 Days	70200434	A6X30145694 / 1620650PNVGA	SD9 SEAT BACK 17"	322	EA	$ 27.73	$ 8,929.06
7	4-6 Days	70200437	A6X30145697 / 01551320PNVGA	SD9 SEAT BOTTOM 18"	1012	EA	$ 27.73	$ 28,062.76
8	4-6 Days	70200436	A6X30145696 / 1620660PNVGA	SD9 SEAT BACK 18"	1012	EA	$ 28.05	$ 28,386.60
							Sub-Total	$ 382,763.52
							TOTAL - YEAR 1 (All Inclusive*):	$ 382,763.52

ITEM	Provide lead time (In calendar days)	MTS Material No.	PART NUMBER	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
1	4-6 Days	70198622	147230NSNT8N	S70 SEAT BACK	30	EA	$ 34.96	$ 1,048.80
2	4-6 Days	N/A	147232NSNT8N	S70 SEAT BOTTOM	90	EA	$ 34.86	$ 3,137.40
3	4-6 Days	70198686	KSU-BKU-006924	SD8 SEAT BACK	260	EA	$ 34.66	$ 9,011.60
4	4-6 Days	70202921	SAR104SCD8	SD8 SEAT BOTTOM	1050	EA	$ 34.77	$ 36,508.50
5	4-6 Days	70200435	A6X30145695 / 1551280PNVGA	SD9 SEAT BOTTOM 17"	140	EA	$ 28.46	$ 3,984.40
6	4-6 Days	70200434	A6X30145694 / 1620650PNVGA	SD9 SEAT BACK 17"	50	EA	$ 28.46	$ 1,423.00
7	4-6 Days	70200437	A6X30145697 / 01551320PNVGA	SD9 SEAT BOTTOM 18"	710	EA	$ 28.46	$ 20,206.60
8	4-6 Days	70200436	A6X30145696 / 1620660PNVGA	SD9 SEAT BACK 18"	150	EA	$ 28.79	$ 4,318.50
							Sub-Total	$ 79,638.80
							TOTAL - YEAR 2 (All Inclusive*):	$ 79,638.80

Rail Fleet Seat Upholstery Repair Services RFP - Cost Proposal Form

MTS Doc. No. L1709.0-26

Proposer Name:_Molina Manufacturing_____

ITEM	Provide lead time (In calendar days)	MTS Material No.	PART NUMBER	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
1	4-6 Days	70198622	147230NSNT8N	S70 SEAT BACK	30	EA	$ 38.39	$ 1,151.70
2	4-6 Days	N/A	147232NSNT8N	S70 SEAT BOTTOM	90	EA	$ 38.26	$ 3,443.40
3	4-6 Days	70198686	KSU-BKU-006924	SD8 SEAT BACK	260	EA	$ 38.04	$ 9,890.40
4	4-6 Days	70202921	SAR104SCD8	SD8 SEAT BOTTOM	1050	EA	$ 28.15	$ 29,557.50
5	4-6 Days	70200435	A6X30145695 / 1551280PNVGA	SD9 SEAT BOTTOM 17"	140	EA	$ 31.22	$ 4,370.80
6	4-6 Days	70200434	A6X30145694 / 1620650PNVGA	SD9 SEAT BACK 17"	50	EA	$ 31.22	$ 1,561.00
7	4-6 Days	70200437	A6X30145697 / 01551320PNVGA	SD9 SEAT BOTTOM 18"	710	EA	$ 31.22	$ 22,166.20
8	4-6 Days	70200436	A6X30145696 / 1620660PNVGA	SD9 SEAT BACK 18"	150	EA	$ 31.56	$ 4,734.00
							Sub-Total	$ 76,875.00
							TOTAL - YEAR 3 (All Inclusive*):	$ 76,875.00

ITEM	Provide lead time (In calendar days)	MTS Material No.	PART NUMBER	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
1	4-6 Days	70198622	147230NSNT8N	S70 SEAT BACK	30	EA	$ 40.98	$ 1,229.40
2	4-6 Days	N/A	147232NSNT8N	S70 SEAT BOTTOM	90	EA	$ 40.81	$ 3,672.90
3	4-6 Days	70198686	KSU-BKU-006924	SD8 SEAT BACK	260	EA	$ 40.50	$ 10,530.00
4	4-6 Days	70202921	SAR104SCD8	SD8 SEAT BOTTOM	1050	EA	$ 40.67	$ 42,703.50
5	4-6 Days	70200435	A6X30145695 / 1551280PNVGA	SD9 SEAT BOTTOM 17"	140	EA	$ 33.01	$ 4,621.40
6	4-6 Days	70200434	A6X30145694 / 1620650PNVGA	SD9 SEAT BACK 17"	50	EA	$ 33.01	$ 1,650.50
7	4-6 Days	70200437	A6X30145697 / 01551320PNVGA	SD9 SEAT BOTTOM 18"	710	EA	$ 33.01	$ 23,437.10
8	4-6 Days	70200436	A6X30145696 / 1620660PNVGA	SD9 SEAT BACK 18"	150	EA	$ 33.37	$ 5,005.50
							Sub-Total	$ 92,850.30
							TOTAL - YEAR 4 (All Inclusive*):	$ 92,850.30

Rail Fleet Seat Upholstery Repair Services RFP - Cost Proposal Form

MTS Doc. No. L1709.0-26

Proposer Name:_Molina Manufacturing_____

ITEM	Provide lead time (In calendar days)	MTS Material No.	PART NUMBER	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE
1	4-6 Days	70198622	147230NSNT8N	S70 SEAT BACK	30	EA	$ 43.76	$ 1,312.80
2	4-6 Days	N/A	147232NSNT8N	S70 SEAT BOTTOM	90	EA	$ 43.55	$ 3,919.50
3	4-6 Days	70198686	KSU-BKU-006924	SD8 SEAT BACK	260	EA	$ 43.16	$ 11,221.60
4	4-6 Days	70202921	SAR104SCD8	SD8 SEAT BOTTOM	1050	EA	$ 43.38	$ 45,549.00
5	4-6 Days	70200435	A6X30145695 / 1551280PNVGA	SD9 SEAT BOTTOM 17"	140	EA	$ 34.85	$ 4,879.00
6	4-6 Days	70200434	A6X30145694 / 1620650PNVGA	SD9 SEAT BACK 17"	50	EA	$ 34.85	$ 1,742.50
7	4-6 Days	70200437	A6X30145697 / 01551320PNVGA	SD9 SEAT BOTTOM 18"	710	EA	$ 34.85	$ 24,743.50
8	4-6 Days	70200436	A6X30145696 / 1620660PNVGA	SD9 SEAT BACK 18"	150	EA	$ 35.22	$ 5,283.00
							Sub-Total	$ 98,650.90
							TOTAL - YEAR 5 (All Inclusive*):	$ 98,650.90

Grand Totals		
Year 1 (7/1/2026-6/30/2027)	$	382,763.52
Year 2 (7/1/2027-6/30/2028)	$	79,638.80
Year 3 (7/1/2028-6/30/2029)	$	76,875.00
Year 4 (7/1/2029-6/30/2030)	$	92,850.30
Year 5 (7/1/2030-6/30/2031)	$	98,650.90
GRAND TOTAL - (YEARS 1-5)	**$**	**730,778.52**
CA 7.75% Sales Tax	**$**	**56,635.34**
Total	**$**	**787,413.86**

BIDDER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

**The above quantities are for proposal evaluation pruposes only and are based on MTS' current usage. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the cost form, and it is dictated by MTS actual requirements and the available funding at the time each order is initiated.*

* Pricing should be all inclusive (miscellanous materials (including Velcro loop and installation - SD7 and SD8), labor, shipping or frieght and taxes if applicable)

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

SAP S/4HANA Conversion and Migration Services – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3097.0-25 (in substantially the same format as Attachment A), with Sierra Digital, Inc. (Sierra), to provide SAP S/4HANA conversion and migration professional services in the amount of $2,898,380.00 for a contract period of one (1) year and one (1) month.

Budget Impact

The total cost of this contract is estimated to be $2,898,380.00 (Attachment C). This project will be funded by the Capital Improvement Project (CIP) – 1007126101 SAP System Upgrade.

DISCUSSION:

In July 2014, the MTS Board of Directors approved a contract award based on a competitive solicitation to SAP for the provision of software, training and support services for their Enterprise Resource Planning (ERP) and Transit Asset Management platform. This solution integrated and centralized several outdated legacy systems that were installed prior to the consolidation of MTS in 2003. Since SAP's implementation in 2015, SAP has been one of the agency's most critical business systems. It is used throughout the organization to provide financial, budgetary, inventory and asset management, customer relationship management, and reporting business functions.

The existing system has served MTS well; however, the software is reaching its end of life and needs to be upgraded. MTS solicited proposals from experienced systems integrators capable of providing professional services to assist with converting/migrating MTS's existing SAP ERP Central Component (ECC) 6.0 Enhancement Package 7 to new target S/4HANA 2025 environment in RISE with SAP S/4HANA Cloud, Private Edition, with Selective Data Transition.

This project will ensure compatibility, security, compliance, system optimization, and business continuity while leveraging the latest SAP technologies. It encompasses the transition of core ECC functionalities while ensuring the seamless operation of integrated SAP systems, such as

SAP Customer Relationship Management, SAP Budgeting and Planning for Public Sector, and BW on HANA, as well as non-SAP third-party applications.

On August 11, 2025, MTS issued a Request for Proposal for SAP S/4HANA Conversion and Migration Services. A total of eleven (11) proposals were received on the due date of October 7, 2025. Two (2) of the eleven (11) proposers, Think AI Consulting Corporation and MOURI Tech, were deemed non-responsive for not submitting the required cost form and subsequently disqualified from consideration.

Proposer Name	Firm Certification	Total
MTS – Independent Cost Estimate (ICE)		$2,918,000.00
Think AI Consulting Corporation*	N/A	$360,800.00
Consultadd Inc.	N/A	$996,800.00
Labyrinth Solutions LLC	N/A	$1,044,967.00
Genius Business Solutions Inc	N/A	$1,088,000.00
V3iT Consulting Inc	N/A	$1,488,357.00
Sage Group Technologies Inc	N/A	$3,497,859.56
MOURI Tech*	N/A	$3,711,050.00
Genesis Consulting	N/A	$4,376,330.71
Accenture LLP	N/A	$4,742,672.00
Sierra Digital Inc	N/A	$5,042,468.06
Phoenix Business Inc	N/A	$5,557,184.28

*Non-Responsive Proposer

All responsive proposals were evaluated by a committee consisting of representatives from Information Technology, Finance, Procurement, Bus Maintenance, and Support Services departments. The proposals were scored based on the following evaluation criteria:

Staffing, Organization, and Management Plan	20%
Work Plan	20%
Ability to Meet Objectives	30%
Cost and Price	30%
	100%

Because the average initial cost of all proposals closely aligned with the ICE, the committee established cost scores through a mathematical evaluation based on each proposal's relative variance from the ICE, ensuring consistency with MTS's scoping expectations. The following table illustrates the initial scores and ranking of each firm:

Proposer Name	Technical Score	Cost Score	Total Score (Maximum 100)	Ranking
Sage Group Technologies Inc	53.57	21.67	75.24	1
Sierra Digital Inc	55.71	18.33	74.04	2
Consultadd Inc	48.00	18.33	66.33	3
Genesis Consulting	52.57	13.33	65.90	4
Accenture LLP	45.43	20.00	65.43	5
Labyrinth Solutions LLC	47.29	16.67	63.96	6
V3iT Consulting Inc	45.36	16.67	62.03	7
Phoenix Business Inc	53.86	5.00	58.86	8
Genius Business Solutions Inc	30.43	21.67	52.10	9

During the evaluation, the committee noted that several proposers did not provide the anticipated response to the other replacement requirements with the firms stating they needed supplemental information to properly price. Due to potential ambiguity in the scope of the additional requirements, the committee did not establish a competitive range at this stage and, consistent with the Federal Transit Administration's Best Procurement Practices (Section 4.3.6, Discussions with Offerors), opened discussions with all proposers. The committee decided to provide all proposers with a clarified scope to ensure a more consistent response result.

MTS provided all responsive proposers with scope clarifications and made a request for revised proposal on January 8, 2026. On the due date of January 27, 2026, all nine (9) proposers provided the requested revised proposal. In the same format as the initial evaluation, the committee re-evaluated the proposals.

The following represents the revised proposal costs, evaluation scores, and rankings:

Proposer Name	Total Contract Cost	Technical Score	Cost Score	Total Score (Maximum 100)	Ranking
Sierra Digital Inc	$3,206,000.00	56.00	30.00	86.00	1
Genesis Consulting	$3,553,091.00	52.57	23.33	75.90	2
Sage Group Technologies Inc	$3,678,104.00	53.86	16.67	70.53	3
V3iT Consulting Inc	$3,486,600.00	43.86	26.67	70.53	3
Consultadd Inc	$2,235,000.00	47.29	20.00	67.29	5
Labyrinth Solutions LLC	$1,743,000.00	47.29	13.33	60.62	6
Phoenix Business Inc	$6,140,500.00	53.86	3.33	57.19	7
Accenture LLP	$4,665,857.00	45.43	6.67	52.10	8
Genius Business Solutions Inc	$1,341,000.00	30.43	10.00	40.43	9

The evaluation committee invited the top four (4) proposers who were within the competitive range for a proposal presentation and interview: Sierra, Genesis Consulting, Sage Group Technologies Inc, and V3iT Consulting Inc. Interviews were held on February 25, 2026, and February 26, 2026, wherein the proposers were asked to discuss their proposed conversion and migration solution and provide clarifications to their proposals to MTS. Following the interviews, the committee followed up with a request for a second revised proposal including additional questions, clarifications, and minor scope clarifications, as well as a general request for cost reduction. All four (4) proposers provided a second revised proposal by the due date of March 13, 2026.

The committee met to discuss the second revised proposals received from the firms. The committee made some adjustments to their scores based on the information learned during the interviews and what was presented in the second revised proposals.

The table below represents the second revised proposal costs, evaluation scores, and rankings:

Proposer Name	Total Contract Cost	Technical Score	Cost Score	Total Score (Maximum 100)	Ranking
Sierra Digital Inc	$3,206,000.00	61.71	30.00	91.71	1
Genesis Consulting	$3,553,091.00	52.57	15.00	67.57	2
V3iT Consulting Inc	$3,486,600.00	41.29	22.50	63.79	3
Sage Group Technologies Inc	$3,635,804.00	51.71	7.50	59.21	4

Based on the results of the evaluation, the committee decided to narrow the competitive range and continue negotiations solely with Sierra. MTS requested a third revised proposal from Sierra with a due date of March 30, 2026. The letter included further questions and clarifications to ensure alignment on scope detail and requested a detailed breakdown of labor costs to help MTS determine the fair and reasonableness of proposed pricing.

Sierra responded by the due date with no change to the technical proposal, answers to the questions, and incorporated a modest price reduction. The evaluation committee reviewed the response and declined to make any changes to the technical scoring.

The table below represents the third revised proposal cost and evaluation score:

Proposer Name	Total Contract Cost	Technical Score	Cost Score	Total Score (Maximum 100)
Sierra Digital Inc	$3,146,000.00	61.71	30.00	91.71

After discussing the information provided, the committee determined that there may be room for additional price negotiation and a request for Best and Final Offer (BAFO) was made. Sierra responded to MTS' request for BAFO by the due date, April 6, 2026, and further reduced their price. The committee was provided with the final offer and declined to make any changes to their technical score based on the BAFO and agreed to proceed with a recommendation of award to the Board of Directors.

The table below represents the final BAFO cost and evaluation score:

Proposer Name	Total Contract Cost	Technical Score	Cost Score	Total Score (Maximum 100)
Sierra Digital Inc	$2,898,380.00	61.71	30.00	91.71

Sierra proposed SAP S/4HANA conversion and migration services that met all the objectives of the scope provided by MTS. This competitively bid procurement with nine (9) responsive proposals established a market rate for MTS scope of work between $1,341,000.00 and $4,665,857.00 after the scoping clarifications in the first request for revised proposal. The average offer being $3,338,794.67. The ICE was based off a weighted expected labor rate for an estimated number of hours. Labor rates and hours estimates were based off publicly available data. When comparing the ICE to the BAFO, the final offer came in lower than the ICE. Based on adequate price competition, comparison to the ICE and analysis of detailed cost information, the final negotiated price of $2,898,380.00 is deemed to be fair and reasonable.

Based on the objectives of this procurement, consideration of the evaluation criteria, and Sierra's technical and cost proposal, the evaluation committee determined that Sierra presented the best overall value to MTS.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G3097.0-25 (in substantially the same format as Attachment A) with Sierra to provide SAP S/4HANA conversion and migration professional services in the amount of $2,898,380.00 for a contract period of one (1) year and one (1) month.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement G3097.0-25
B. Scope of Work
C. Sierra Proposal
D. Cost Proposal Form

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. G3097.0-25

SAP S/4HANA CONVERSION AND MIGRATION SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: Sierra Digital, Inc.

Address: 6001 Savoy Dr, Suite 210

Houston (City) TX (State) 77036 (Zip)

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

Email: senthil.k@sierradigitalinc.com

Telephone: (713) 785-2172

Authorized person to sign contracts: Raghunathan Kumar (Name) Executive Vice President (Title)

The Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification (Exhibit A), Contractors Proposal (Exhibit B), Contractor's Cost/Pricing Form (Exhibit C), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit D), Forms (Exhibit E), and Policy 44C Travel Guidelines for Contractors (Exhibit F).

The contract term is for up to one (1) year and one (1) month effective June 1, 2026 through July 31, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $2,898,380.00 without the express written consent of MTS.

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

DRAFT

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. INTRODUCTION

MTS has been serving the community since 1976, positively impacting the region through its extensive public transit services. MTS was created to provide the policy setting and overall management coordination of the public transportation system in the San Diego metropolitan service area. This service area encompasses approximately 3 million people residing in a 570 square mile area of San Diego County, including the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, Santee, San Diego and the unincorporated area of the County of San Diego. MTS has centralized and consolidated Security, Planning, Human Resources, Finance, Information Technology, Stores, and Purchasing for MTS and all operating entities.

1.2. EXECUTIVE SUMMARY

Contractor will provide System Integration (SI) professional services to assist with converting/migrating MTS's existing SAP Enterprise Resource Planning (ERP) Central Component (ECC) 6.0 Enhancement Package (EHP) 7 to new target S/4HANA 2025 environment in RISE with SAP S/4HANA Cloud, Private Edition, with Selective Data Transition (SDT), hereinafter the 'Project.'

The Project should ensure compatibility, security, compliance, system optimization, and business continuity while leveraging the latest SAP technologies. It encompasses the transition of core ECC functionalities while ensuring the seamless operation of integrated SAP systems, such as SAP Customer Relationship Management (CRM), SAP Budgeting and Planning for Public Sector, and BW on HANA, as well as non-SAP third-party applications.

This document serves as a guideline for Contractor to execute their proposed solution that aligns with MTS's conversion/migration objectives. Contractor's detailed proposal based on this SOW, including their recommended approach, methodology, and timeline is found in Exhibit B. System Readiness Checks and Preparation reports will be provided as outlined in ATT 2 SAP S4 Migration Report List.

1.3. MTS SAP ENVIRONMENT

The MTS landscape architecture includes a production tier and three (3) non-production tiers (QA, DEV, SBX) all residing within on-premises servers. The application environment is running on Windows 2019, SQL Server 2019, BW is running on SUSE Linux.

SAP Modules: MM, FI-CO, PM/EAM, PS, HCM

Other SAP Systems: CRM, BW/4HANA, and SBP

A. ECC 6.0, EHP 7

1. Plant Lifecycle Maintenance / Logistics
    - Enterprise Asset Management
        i. Linear Assets
        ii. Management of Technical Objects

iii. Maintenance Processing
iv. Preventative Maintenance
v. PM Information System

- Materials Management
  i. Materials Management (Warehouse)
  ii. Purchasing

2. Finance
   - Financial Accounting (FI)
   - Controlling (CO)
   - Funds Management (FM)
   - Fixed Asset Management (AM)
   - Cash Management and Banking (CM)
   - Accounts Payable (AP)
   - Accounts Receivable (AP)
   - Grants Management (GM)
   - Project System (PS)
   - SAP Budgeting and Planning (SBP)
3. Human Capital Management (HCM)
   - HCM Mini-Master Data
   - Organizational Structure
   - Job-based Authorizations
4. Solution Manager
5. Workforce Performance Builder

B. SAP Customer Relationship Management (CRM)
   1. CRM Service with Case Management
   2. Custom Advanced Business Application Programming (ABAP) Code for Enhancements
   3. Custom ABAP Code for Integrations, e.g. websites, CISCO phone and other third-party systems

C. SAP Fiori
   1. Punchout Catalogue

D. Interfaces (Major)
   1. ADP Personnel to SAP HCM PA and PD
   2. CRM to CISCO Phone

3. ECC to CRM
4. ESRI – ARC GIS
5. Fleetwatch to SAP
6. HASTUS to SAP PM
7. OrbCAD to SAP PM
8. SDG&E Financials to SAP
9. SAP Financials to J.P. Morgan
10. Website forms to CRM

E. Notable Features

1. Automated Workflow
2. Limited use of tablet computers in the field for inspections and data entry using SAP Work Manager Mobile

1.4. PROJECT OBJECTIVES

The primary objectives of this project are:

- Seamless Migration: Ensure a smooth transition from ECC 6.0 to S/4HANA 2025 with minimal disruption to business operations during and after the migration. Migration approach will include Remediation, Redesign, and Re-platforming activities to ensure future scalability.
- Perform Fit gap Analysis: Evaluate current ECC business processes against S/4HANA's best practices and simplified processes, to include the following, but not limited to identifying gaps in Workflows (WF), Approvals, and Reporting, particularly with Finance, Accounting, and Procurement.
- Areas of Improvements and Optimization: Leverage S/4HANA's simplified architecture and best practices to improve inefficiencies in current business processes, if any. Enable the agency to adopt advanced features to include, but not limited to: Fiori apps, universal journal, embedded analytics, and automation.
- Analytics and Reporting: Utilize embedded analytics, SAP Analytics Cloud (SAC) and SAP Fiori for real-time insights and dashboard creation.
- Integration Continuity: Ensure that all dependent systems and applications continue to function as they do currently, and post-migration.
- Scalability: Future-proof the ERP system for evolving business needs and innovations.
- Cost Efficiency: Minimize overall cost of ownership through optimized solutions.

1.5. SCOPE OF WORK

1.5.1. MIGRATION APPROACH

Contractor will convert MTS's SAP ECC 6.0 Enhancement Package (EHP) 7 to new target S/4HANA 2025 environment in RISE with SAP S/4HANA Cloud, Private Edition (RISE), with Selective Data Transition (SDT). The key activities shall include the following, but not limited to:

- Update System Readiness Check and Preparation: Rerun the System Readiness Check and Preparation for any necessary delta updates. MTS has initially conducted System Readiness Checks and prepared reports, as outlined in ATT 2 SAP S4 Migration Report List.
- Technical Upgrade and Data Migration
- Custom Code Remediation
- Enhancement Development
- Integration Testing and Validation
- Infrastructure Deployment in a Private Cloud
- Post-Migration Support and Optimization (on-site support as requested)

1.5.2. SYSTEM LANDSCAPE ASSESSMENT

- Conduct a review of the current SAP ECC 6.0 environment (MTS Landscape Diagram available, as outline in ATT 2 SAP S4 Migration Report List).
- System Readiness Checks and Preparation reports are available in ATT 2 SAP S4 Migration Report List (i.e. STAR Reports and S/4HANA Sizing Report).
- Identify necessary internal MTS infrastructure upgrades and Hyperscaler requirements
- Ensure Unicode conversion where applicable.

1.5.3. BUSINESS FUNCTION COMPATIBILITY ANALYSIS

- Evaluate active business functions for S/4HANA compatibility. All existing features/functions in the current SAP ECC 6.0 environment shall be upgraded and made compatible for migration to RISE with S/4HANA Cloud, Private Edition.
- Identify business functions marked for deletion and plan necessary adjustments as identified in the System Readiness Check and Preparation reports.
- Ensure proper configuration of compatible functions.

1.5.4. SIMPLIFICATION ITEM ANALYSIS AND ADJUSTMENTS

- Review the Identified relevant simplification items for the transition as identified in the System Readiness Check and Preparation reports.
- Assess business impact and required change(s) for each simplification item.
- Implement necessary adjustments and conduct testing.

1.5.5. CUSTOM CODE ADAPTATION AND REMEDIATION

- Perform custom code impact analysis using ABAP Test Cockpit (ATC) and SAP Code Inspector.
- Modify or replace obsolete transactions, deprecated function modules, and changed table structures as identified in the System Readiness Check and Preparation reports.
- Ensure Workflow, Reports, Interfaces, Conversions, Enhancements, and Forms (WRICEF) objects are compatible with SAP S/4HANA 2025.
- Adapt custom workflows and reports impacted by new finance data structures (ACDOCA, BKPF, BSEG, etc.).
- System Readiness Checks and Preparation reports are available in ATT 2 SAP S4 Migration Report List (Custom Code Check).
- Replace obsolete Remote Function Calls (RFC) calls with Open Data Protocol (OData) Application Programming Interfaces (API) or Business Application Programming Interfaces (BAPI) where required.

1.5.6. SAP HANA SIZING AND DATA VOLUME MANAGEMENT

Conduct SAP HANA Sizing Simulation using SAP Quick Sizer and Sizing Reports, if necessary. (MTS has initially ran System Readiness Checks and Preparation reports, as outline in ATT 2 SAP S4 Migration Report List).

- Assess current database size versus required HANA memory, considering hot, warm, and cold data classifications.
- Identify compression benefits of HANA versus the current database (MSSQL 2019).
- Implement Data Volume Management (DVM) strategies, including archiving historical transaction data in compliance with MTS Policy 57 (ATT 4 Policy 57 Records Retention).
- Evaluate upgrade requirements if memory estimates exceed existing infrastructure capacity.

1.5.7. INTEGRATION-SPECIFIC ACTIVITIES

The project includes integration management for the following, but not limited to, the systems and applications:

- SAP CRM: Customer Relationship Management System
- SAP Budgeting and Planning for Public Sector: Budget and Fund Management application
- Non-SAP Third-Party Applications: Systems interfaced with SAP ECC for logistics, payroll, reporting, etc.

1.5.8. REPLACEMENT MODELS

MTS recognizes that some of the listed systems and applications may be approaching or have reached end-of-life support. As such, Contractor will perform these other SAP

system replacement requirements to ensure continued supportability, security, and compatibility within the new integrated environment.

- SAP Budgeting and Planning (SBP) will utilize **SAP Analytics Cloud (SAC) Planning Professional**
- BW/4HANA will utilize **SAP Datasphere**
- SAP Customer Relationship Management (CRM) will utilize **SAP Service Cloud**

As part of this transition, the following requirements must be performed by Contractor:

- Retention and migration of all relevant data into new replacement solutions. Preservation of existing workflows and functionality, with improvements and modifications needed to align with the new systems.
- Licensing for the new solutions will be procured separately; therefore, proposed costs should reflect **migration services only**.
- System Replacements will take place during different phases of the project and should consider timelines below.
    - SAC – **During S4 HANA Base Migration Requirements**
    - Datasphere – **After S4 HANA Base Migration Requirements Completion**
    - SAP Service Cloud – **After S4 HANA Base Migration Requirements Completion**

1.6. PROJECT PHASES/MILESTONES

1.6.1. COMPREHENSIVE SYSTEM ASSESSMENT AND PLANNING

A. MTS has initially run the full run of SAP Readiness check, Simplification Item check, Clean Core Analysis report, and Sizing reports on ECC 6.0 for S/4 HANA migration as outlined in ATT 2 SAP S4 Migration Report List.

B. Utilize these reports to provide a detailed work plan supporting converting/migrating MTS's existing SAP ECC 6.0 Enhancement Package (EHP) 7 to new target S/4HANA 2025 environment in RISE with SAP S/4HANA Cloud, Private Edition (RISE), with Selective Data Transition (SDT).

C. Where applicable, rerun reports to capture the delta and perform iterative delta runs, as needed.

D. The full run of reports can be directly utilized in the Migration Execution and Data Migrations for the areas of remediation, redesign and re-platforming.

E. Documentation of all SAP systems and third-party applications integrated with ECC 6.0.

F. Conduct workshops with all MM, FI-CO, PM/EAM, PS, HCM end-users to comprehend the current business processes, identify areas of improvements, and recognize their "pain points" to gather requirements to improve business processes. (MTS staff currently has a short-list of enhancements and pain points from the business areas, as outline in ATT 3 S4HANA Conversion MTS Enhancements).

G. Document functional and technical specifications for all configuration and code changes.

H. Analyze integration points such which include the following, but not limited to: Interchange Documents (IDocs), Remote Function Calls (RFC), Application Programming Interfaces (API), Business Application Programming Interfaces (BAPI), Application Link Enabling (ALE), or middleware configurations SAP Process Integration Process Orchestration (PI/PO).

I. Identify compatibility challenges in the new RISE with S/4HANA Cloud, Private Edition environment.

J. Develop a strategy based on the proposed conversion and/or migration approach.

K. Prepare a roadmap with milestones and deliverables.

1.6.2. SYSTEM PREPARATION

A. Install S/4HANA software pre-requisites and cloud infrastructure.

B. Ensure compatibility of custom objects using tools such as the custom code analyzer.

C. Update middleware tools and interfaces for compatibility.

D. Migrate and validate custom developments using SAP tools such as the custom code migration tool.

1.6.3. MIGRATION EXECUTION AND DATA TRANSFORMATION

Contractor will be responsible for testing and validation of all data including, but not limited to, change logs and workflow history.

A. Develop a data migration plan and transformation process for production tier and three.

B. (3) non-production tiers (QA, DEV, SBX).

C. Perform SAP Software Update Manager (SUM) with Data Migration Option (DMO).

D. Validate data accuracy and completeness in S/4HANA and integrated systems (i.e. CRM, SBP, BW).

E. Validate custom development & third-party interfaces; including but not limited to the interfaces outline in section 5.3. MTS SAP ENVIRONMENT; E. Interfaces (Major).

F. Reconcile financial, operational, and reporting data, including all Power BI reports.

1.6.4. INTERFACE UPDATE AND TESTING

Contractor will be responsible for maintaining current interface functionality.

A. Update and validate all integration points, such as Interchange Documents (IDocs), Application Programming Interfaces (API), and Remote Function Calls (RFC).

B. Adapt custom interfaces to align with new S/4HANA data structures.

C. Test data synchronization and transactional workflows across systems.

1.6.5. SYSTEM TESTING AND VALIDATION

A. Perform end-to-end testing of all integrated scenarios, including, but not limited to master data, transactions, and reporting.

B. Perform end-to-end testing on new requirements and enhancements which were developed based on business needs. Perform regression testing to validate existing functionalities were not altered due to the new developments.

C. Validate processes for integrated systems to include the following, but not limited to: CRM, SBP, Solman and BW.

D. Conduct regression testing for all third-party applications.

E. Perform unit testing, integration testing, and user acceptance testing (UAT).

F. Validate all critical business processes and technical configurations.

G. Testing tool(s) and/or application(s) shall be used to create and store test scripts, capture test runs along with test results. Based on the test case and steps, the tool and/or application will be utilized to assign test steps to the appropriate testers. In the case of a failed test result, the same tool and/or application shall be used to assign the defects to the developer. Upon fixing, the test case shall be assigned back to the tester until it has a pass test result. All defects will be logged and tracked in this application until resolution.

H. Contractor shall be responsible for supporting business user(s) during testing, providing solutions for outstanding defects and deliverables.

I. MTS shall provide testing support from the business user's perspective and provide appropriate approval's during System Integration Testing (SIT) and User Acceptance Testing (UAT).

1.6.6. TRAINING AND DOCUMENTATION

Contractor is responsible for developing and implementing an end-user training plan. MTS prefers training to be done on-site via a train-the-trainer approach, with respective documentation provided to MTS staff.

A. Provide training on updated processes and interfaces for business end-users, IT Data Operations and MTS SAP functional team.

B. Deliver documentation for new configurations, integration points, and interface processes.

C. Deliver updated user manuals, functional and technical documentation, including but not limited to SAP workflows, architecture, interfaces, Fiori applications, Advanced Business Application Programming (ABAP) technical objects, etc.

1.6.7. CUTOVER AND GO-LIVE

A. Execute an approved cutover plan detailing the transition to RISE with S/4HANA Cloud, Private Edition without disrupting integrated systems.

B. Ensure system readiness for all dependences before go-live.

C. Any communications with third party systems, if applicable, also to be checked and verified before go-live.

D. Conduct go-live activities, monitor performance, and resolve issues.

1.6.8. POST-GO-LIVE SUPPORT

A. Provide Hypercare support for eight (8) weeks after go-live with on-site support.
B. Provide incident resolution, performance monitoring, and technical support to resolve performance or integration issues.

1.6.9. PAYMENT MILESTONES

Contractor may request payment for work in accordance with the approved milestone payment schedule upon acceptance of identified deliverables.

Wave 1 Payment Milestones			
Milestone No.	**Phase**	**Estimated Duration**	**Payment Percentage**
1	Project Kickoff	2 weeks	5%
2	Assessment and Planning	8 weeks	15%
3	System Preparation	12 weeks	20%
3.1	System Preparation (50% Completed)		10%
3.2	System Preparation (100% Completed)		10%
4	Migration Execution	14 weeks	20%
4.1	Migration Execution (50% Completed)		10%
4.2	Migration Execution (100% Completed)		10%
5	Testing	8 weeks	15%
6	Cutover and Go-Live	4 weeks	15%
7	Post Go-Live Support	8 weeks	10%
	TOTAL	56 weeks	100%

Wave 2 Payment Milestones			
Milestone No.	**Phase**	**Estimated Duration**	**Payment Percentage**
1	Project Kickoff	1 week	5%
2	Assessment and Planning	3 weeks	15%

3	System Preparation	3 weeks	20%
4	Migration Execution	10 weeks	20%
4.1	Migration Execution (50% Completed)		10%
4.2	Migration Execution (100% Completed)		10%
5	Testing	5 weeks	20%
6	Cutover and Go-Live	2 weeks	20%
	TOTAL	24 weeks	100%

1.7. DELIVERABLES

Phase/Milestone	Deliverables
Assessment	Final and Iterative Delta reports including the following, but are not limited to Readiness Check, Simplification Item Check, Custom Code Remediation, Clean Core Analysis, Sizing, Integration Landscape Analysis, Migration Strategy, and Roadmap
System Preparation	Installed and configured RISE with S/4HANA Cloud, Private Edition Compatibility Analysis Report
Data Migration	Data Migration Plan/Cut-Over Strategy Data collection templates Reconciled and validated data across all integrated systems; including the production tier and three (3) non-production tiers (QA, DEV, SBX) Data Migration tools & conversions
Testing	Test Plans, Test Cases/Scripts, and Test Results for unit, integration, and UAT
Training	End-User training sessions with schedules and Content Training Training manuals and reference documents Training completion report
Go-Live	Go-Live checklist Integrated Cutover Plan and Execution
Post Go-Live	Hypercare Support Plan Final Project Closure Report

1.8. PROJECT APPROACH AND RACI MATRIX

The project will follow the SAP Activate Methodology, ensuring a structured and agile migration approach.

1.8.1. GOVERNANCE AND EXECUTION MODEL

The project will be managed through a structured governance model, including:

A. Executive Steering Committee – Oversees strategic direction and approvals

B. Project Management Office (PMO) – Manages day-to-day project execution

C. Business Process Owners – Ensure business alignment and operational success

D. Technical Leads – Handle system conversion and custom code remediation

1.8.2. PROJECT MANAGEMENT

The project shall be managed per Project Plan developed and maintained by the Contractor, using the SAP Activate Methodology. A seasoned Project Manager with a proven track record of success with several successful RISE with SAP S/4HANA Cloud, Private Edition conversions/migrations shall be designated by the SI. This person will be the primary contact for all project activities. MTS will also designate a Project Manager who will act as the primary contact.

1.8.3. DETAILED WORK PLAN AND PROJECT CHARTER

A detailed Work Plan and Project Charter shall be produced, in conjunction with a final and detailed Project Schedule including, but not limited to, timeline, tasks, key milestones and deliverables.

1.8.4. ONGOING PROJECT COORDINATION

Throughout the project, the SI shall hold ongoing project coordination meetings and/or conference calls with MTS' Project Manager and key stakeholders. The coordination meetings shall act as an ongoing communication and project coordination tool to gauge the progress of the work and identify potential issues before they become potential risks; tracked and maintained by the Project Management Office (PMO) via Risk Register.

1.8.5. STATUS REPORTS

The Status Reports will provide a status update on the progress of the Project indicating the following:

A. Project tasks completed during the current reporting period. Identify tasks that have fallen behind schedule, the reason and mitigation measures;

B. Project tasks planned for the next reporting period;

C. Updated Project Schedule;

D. Project Budget Status;

E. Identify and summarize all risks and problems identified that may affect the Project via Risk Register

F. Identify the action and person(s) responsible for mitigating the risk and resolving the problem(s)

1.8.6. PROJECT APPROACH

Following project initiation, during which time a validation that all pre-requisites are completed, the project will be executed in five (5) cycles:

Cycle	Landscape	ECC to S/4HANA SDT Conversion	Migration to S/4HANA Private Cloud
1	Sandbox	X	X
2	Development	X	X
3	Quality Assurance / Systems Integration Testing (SIT) 1	X	X
4	Quality Assurance / Systems Integration Testing (SIT) 2 & User Acceptance Testing (UAT)	X	X
5	Production (Cutover)	X	X

Following Cycle 5, the project will move into post go-live Hypercare support.

1.8.7. RACI MATRIX (RESPONSIBLE, ACCOUNTABLE, CONSULTED, INFORMED)

Task	MTS	Vendor
Project Planning	C	R, A
System Readiness Assessment	C	R, A
Technical Migration Execution	I	R, A
Data Validation & Reconciliation	R	C, A
Testing (SIT, UAT)	C	R, A
Cutover & Go-Live	C	R, A
Post-Go-Live Support	R	C, A

1.9. KEY ASSUMPTIONS

A. MTS will provide access to the ECC 6.0 environment, available documentation, and internal resources.

B. All integrated systems and applications will be accessible for testing and validation.

C. Candidates will coordinate with third-party system owners to address interface updates or issues.

D. Any scope changes will follow a formal change request process.

E. Business process freezes will be enforced during critical migration phases.

1.10. CONTRACTOR RESPONSIBILITIES

Responsibilities include the following, but not limited to:

A. Conducting all project phases within the approved timeline and budget.

B. Ensuring data integrity, system compatibility, and compliance with SAP standards.

C. Support for any additional SAP or Third-Party related licensing pertaining to the conversion/upgrade activities.

D. Provide a Project Manager full-time at 100% to manage project from start to finish.

E. Provide detailed reporting and progress updates to stakeholders.

F. Provide post-go-live support as specified in the deliverables.

1.11. MTS RESPONSIBILITIES

Responsibilities include the following, but not limited to:

A. Provide timely access to SAP systems, documentation, and business stakeholders

B. Participate in User Acceptance Testing (UAT) and provide signoffs to confirm milestones

C. Coordinate with third-party vendors as required for system integrations

D. Required licensing shall be procured for RISE with SAP S/4HANA Cloud, Private Edition

1.12. ESTIMATED TIMELINE

Phase	Duration	Start Date	End Date
Project Kickoff	2 weeks	6/1/2026	6/15/2026
Assessment and Planning	8 weeks	6/15/2026	8/10/2026
System Preparation	12 weeks	8/10/2026	11/2/2026
Migration Execution	14 weeks	11/2/2026	2/8/2027
Testing	8 weeks	2/8/2027	4/5/2027
Cutover and Go-Live	4 weeks	4/5/2027	5/3/2027
Post Go-Live Support	8 weeks	5/3/2027	6/28/2027
TOTAL	56 weeks	6/1/2026	6/28/2027

1.13. ACCEPTANCE CRITERIA

The acceptance of all deliverables will reside with MTS's Project Manager. The Project Manager will convene a team of advisors/stakeholders in order to ensure the completeness of each milestone of the project and that the scope of work has been met. Once a project milestone is completed and the Contractor provides their report/presentation for review and approval, the Project Manager will either sign off on the approval for the next milestone to begin, or reply to the Contractor, in writing, advising what tasks must still be accomplished.

In the event that a delay by MTS prevents timely review, acceptance, or progression to the next milestone, a partial payment may still be issued for the completed work associated with the delayed milestone.

A. Successful migration of ECC 6.0 to S/4HANA 2025 without critical issues and/or major outages. Critical issues could include the following but not limited to MTS staff entering or clearing invoices, creating Purchase Requisitions (PR) or Purchase Orders (PO), and Workflow Approvals not triggering.

B. Integrated systems (i.e. CRM, SAP Budgeting, BW on HANA) and third-party applications are fully functional post-migration.

C. Validation of data synchronization between S/4HANA and integrated systems.

D. No critical disruptions are reported during Go-Live and Hypercare – i.e. MTS staff are unable to receive Work Orders (WO) on mobile devices.

E. Completion of S/4HANA User Acceptance Testing (UAT) with stakeholder acceptance/sign-off.

F. User Acceptance Testing (UAT) for all integration scenarios are successfully completed and approved.

G. Go-Live with operational stability confirmed during Hypercare.

Once all project tasks have been completed, the project will enter the handoff/closure stage. During this stage of the project, the Contractor will provide their project closure report and project task checklist to MTS's Project Manager. The acceptance of this documentation by MTS's Project Manager will acknowledge acceptance of all project deliverables and that the selected firm vendor has met all assigned tasks.

1.13.1. DECOMMISSIONING REQUIREMENT

The migration to SAP S4 HANA cannot be considered complete until all legacy application servers and data servers associated with the prior SAP environment have been properly shut down and decommissioned. This includes ensuring that all workloads, configurations, and data have been fully migrated, validated, and tested in the new S4 HANA environment, with no dependencies remaining on the old infrastructure.

As part of project close-out, any tasks, steps, or deliverables necessary to achieve full decommissioning must be identified, documented, and addressed. Any missed activities must be called out and incorporated into the final transition plan.

Only after the legacy servers have been securely decommissioned and formally signed off will the SAP S4 HANA upgrade be considered fully implemented and complete.

1.14. BUSINESS HOURS AND AVAILABLITY

Contractor's key personnel shall be available during MTS regular business hours and planned after hours periods dictated by mutually agreed upon project plans, if required. MTS' regular business hours are Monday through Friday, 8am-5pm Pacific Time, except for MTS holidays.

MTS Holidays (Subject to change)

a) New Year's Day
b) Martin Luther King Day
c) President's Day
d) Cesar Chavez Day
e) Memorial Day
f) Independence Day
g) Labor Day
h) Veterans Day
i) Thanksgiving Day
j) Christmas Day

1.15. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

1.16. [NOT APPLICABLE] PAYMENT PROCESSING SECURITY AND PCI DSS COMPLIANCE

1.17. [NOT APPLICABLE] HEWLETT PACKARD ENTERPRISE (HPE) MINIMUM REQUIREMENTS

1.18. [NOT APPLICABLE] CISCO MINIMUM REQUIREMENTS

1.19. CONTRACTOR'S INFORMATION SECURITY RESPONSIBILITIES

MTS has established the following responsibilities to ensure the security of vendor operations in accordance with MTS policies, standards, and SOPs. The following procedures outline the expectations for Contractor and any subcontractors:

A. Contractor Lists: Contractor and any subcontractors must provide an up-to-date list of all staff working on the contract. This list should be promptly updated and submitted to MTS whenever there are staff changes.

B. Incident Reporting: Contractor and subcontractors agree to promptly report any security incidents or breaches involving their systems or access to the MTS network. Detailed incident response procedures should be provided, and cooperation in investigations, including the provision of necessary logs and evidence, is expected.

C. Change Management: Contractor and subcontracted personnel must adhere to all applicable MTS change control processes and procedures.

D. Patch Management: Contractor and subcontractors agree to promptly apply security patches and updates to their systems and software used to perform services in this contract.

E. Data Protection and Privacy: The vendor must protect MTS data in accordance with applicable laws and regulations, including those related to data privacy. Appropriate safeguards should be implemented to ensure the confidentiality, integrity, and availability of MTS data.

F. Remote Access and Forms: Remote access must be uniquely identifiable, and password management should comply with MTS password standards' reserves the right to determine the applicable virtual private network and encryption technologies used to access their systems and network. Remote access forms must be updated and submitted yearly or upon request by MTS. Contractor will be required to sign a Memorandum of Understanding (MOU) (see attached draft MOU – ATT 5 Memorandum of Understanding).

G. Contractor Termination: Upon departure of a contractor from MTS for any reason, Contractor or subcontractors must ensure that all sensitive information is collected and returned to MTS or destroyed within the timeframe specified in the original contract terms.

H. Auditing and Compliance: Contractor or subcontractor are required to comply with all applicable MTS security Policies, Standards and SOP's. Contractor and subcontractor must comply with MTS when conducting an audit or risk assessment based on contractual obligations and applicable security policy's, standard and SOP's set by MTS.

I. Disclosure and Sub-Contractor Security: If the vendor engages subcontractors or third-party service providers, they must ensure that these entities adhere to the same vendor information security obligations outlined in this contract. The vendor is responsible for the security practices of their subcontractors and should perform due diligence in selecting and monitoring them.

J. Training and Awareness: Contractor and subcontractors agree to provide security awareness training to individuals who have access to the MTS network or systems. The training should cover topics such as security policies, data handling, and incident response procedures. If training cannot be provided by Contractor or subcontracted staff then MTS provided training must be competed on initial access and yearly refresher training.

1.20. [NOT APPLICABLE] BUY AMERICA

5.20.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

5.20.2. [NOT APPLICABLE] MANUFACTURED PRODUCT

5.20.3. [NOT APPLICABLE] ROLLING STOCK

5.20.4. [NOT APPLICABLE] IRON OR STEEL

1.21. [NOT APPLICABLE] SAFETY DATA SHEETS (SDS)

1.22. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

1.23. [NOT APPLICABLE] REPLACEMENT PARTS

1.24. [NOT APPLICABLE] DELIVERY AND ACCEPTANCE

1.25. [NOT APPLICABLE] EXPEDITING

1.26. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK

1 QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

1.1. Firm Profile

Sierra Digital, Inc. ("Sierra") is a trusted IT consulting and services firm specializing in enterprise application modernization, cloud transformation, and staff augmentation. Founded in 2002 and headquartered in Houston, Texas, Sierra has grown into a nationwide provider of technology solutions, serving both public and private sector clients.

Our mission is to deliver innovative, reliable, and cost-effective IT services that enable organizations to modernize operations, improve efficiency, and achieve business transformation goals. Over the past two decades, Sierra has successfully completed projects in ERP implementation, SAP system migration, data management, analytics, and IT project management, consistently earning a reputation for quality, accountability, and customer satisfaction.

As a **Certified SAP Partner**, Sierra brings proven authority and recognition within the SAP ecosystem. Our partnership underscores not only our consultants' technical expertise but also our ability to deliver validated, SAP-aligned methodologies and tools. This ensures that clients such as MTS benefit from solutions that are fully in step with SAP's best practices and roadmap.

Sierra's differentiators include:

- **Deep SAP Expertise**: With over 15 years of ERP implementation and support experience, Sierra has successfully guided organizations through complex SAP ECC-to-S/4HANA conversions, leveraging both on-premises and cloud environments such as RISE with SAP private cloud. Our consultants hold multiple SAP certifications and bring deep knowledge across key functional areas — Finance and Controlling (FI/CO), Materials Management (MM), Plant Maintenance/Enterprise Asset Management (PM/EAM), Project Systems (PS), and Human Capital Management (HCM). These capabilities are further supported by advanced expertise in SAP Business Technology Platform (BTP), Clean Core strategies, and data migration methodologies. This comprehensive skillset ensures Sierra can deliver technically sound, scalable, and future-ready ERP solutions aligned with SAP's roadmap.
- **Public-Sector Track Record**: Sierra has extensive experience supporting municipalities, utilities, and state/county governments with IT modernization initiatives. Our engagements with clients such as the City of Dallas, City of Houston, Harris County (TX), Sacramento Municipal Utility District (CA), Arapahoe County (CO), and Fairfax County (VA) demonstrate our ability to navigate the unique compliance, security, and reporting requirements of government entities while delivering reliable results. This public-sector ERP focus, combined with our SAP partner standing, makes Sierra a trusted choice for agencies undertaking large-scale S/4HANA transformations.
- **Certified Diverse Enterprise:** Sierra is proud to be recognized as a Disadvantaged Business Enterprise (DBE) by the California Department of Transportation (CUCP, Certification No. 35360) and as both a Minority- and Women-Owned Business Enterprise (M/WBE) in New York State. These certifications reflect Sierra's commitment to diversity, equity, and inclusion, while also enabling our public-sector clients to meet their supplier diversity objectives without compromising on quality or expertise.

- **National Delivery Capability**: With more than 350 employees across the US and India, Sierra combines local presence with national reach. We are equipped to scale quickly to meet staffing and project needs, while maintaining strong project governance, quality assurance, and consistent accountability. Our distributed model allows Sierra to support clients coast-to-coast with both onsite and remote resources, ensuring flexibility and continuity of service delivery.
- **Commitment to Partnership**: We at Sierra view every client relationship as a long-term partnership. We emphasize collaboration, open and transparent communication, and a results-driven approach that aligns project outcomes with client objectives. This philosophy has earned Sierra repeat business and long-standing engagements with government and commercial clients alike, underscoring our reputation for reliability, responsiveness, and client satisfaction.

1.1.1. Services Offered Relevant to Each Project Phase

For this engagement, Sierra offers the following services mapped to the required phases of MTS's SAP S/4HANA Conversion and Migration:

Assessment and Roadmap	Conduct readiness assessments, system landscape analysis, and delta reports to determine migration scope and strategy.
System Preparation	Perform compatibility checks, custom code remediation planning, and establish the Clean Core framework.
Migration Execution	Execute the conversion process, validate migrated data, and develop a detailed cut-over plan.
Testing	Design and execute comprehensive test plans, including integration, regression, and user acceptance testing.
Training	Develop training materials and deliver instructor-led and virtual sessions to business and technical users.
Go-Live and Cutover	Manage cutover activities, execute go-live checklists, and ensure a controlled transition.
Post-Go-Live Support (Hypercare)	Provide stabilization, issue resolution, and transition-to-support documentation to ensure long-term success.

1.1.2. Year Founded, Form of Organization, Office Locations, Number of Employees

Year Founded	2002
Form of Organization	Corporation, incorporated in the State of Texas
Headquarters	6001 Savoy Drive, Suite 210, Houston, Texas 77036
Other U.S. Offices	None
Number of Employees	Over 350 professionals across consulting, solution architecture, project management, and support functions

1.1.3. Years of Experience per Service Area

SAP ERP Implementations and Upgrades	15+ years
SAP S/4HANA Conversions and Support	8+ years

Public Sector SAP Implementations	18+ years
Business Intelligence, Data Management and Analytics	12+ years
Cloud Migration and Transformation (RISE with SAP, Azure, AWS)	7+ years
IT Project and Program Management	15+ years

1.2. Financial Condition

1.2.1. Summary of Financial Condition

Sierra is in strong financial condition, with a stable revenue base and consistent growth since its founding in 2002. The company maintains sound financial practices, positive cash flow, and sufficient working capital to successfully perform on contracts of the size and scope outlined in this RFP. Sierra's financial stability is further demonstrated by its ability to scale resources rapidly to meet client needs while continuing to invest in staff development, technology, and infrastructure.

Our financial records and a duly completed Financial Questionnaire are provided in **Section 6.1, Appendix A**.

1.2.2. Disclosure of Bankruptcy, Litigation, Mergers, or Closures

Sierra affirms that it has never filed for bankruptcy, never been involved in litigation that would adversely affect its ability to perform under a government contract, and has not undergone any mergers, acquisitions, or closures. Our company remains privately held, financially stable, and fully capable of meeting all contractual obligations.

1.3. Public-Sector Experience

1.3.1. Minimum 3 Years in RISE with SAP S/4HANA Private Cloud for Public Sector

Sierra is actively managing **5 strategic public sector SAP projects**, focused on operational growth, digital transformation, and regulatory compliance. These initiatives span full-scale SAP S/4HANA implementations, RISE Private Cloud migrations, SAP BTP integrations, operational efficiency improvements, enterprise data management, and AI strategy development. Collectively, these projects demonstrate Sierra's comprehensive experience in delivering cloud-based ERP solutions, modernizing technical infrastructure, and driving measurable business outcomes across the public sector.

Sierra's Experience in RISE with SAP S/4HANA Private Cloud for the Public Sector

Sierra has **over three years of proven experience delivering RISE with SAP S/4HANA Private Cloud solutions for public sector clients**, spanning full lifecycle implementation, migration, optimization, and managed services. Our experience demonstrates technical depth, functional expertise, and a strong track record in supporting government ERP transformation initiatives.

Key Public Sector Engagements:

1. **New York State Division of Housing and Community Renewal (NYHCR)** – 2020 to Present
    - Leading a S4/HANA RISE Lift & Shift migration from their existing SAP S/4HANA system to RISE with SAP S/4HANA Private Cloud Edition (PCE) on AWS.
    - Delivered optimization of analytics (BW/BO to SAC), budgeting and treasury processes, application operations, Fiori enhancements, high availability, disaster recovery, and ongoing SAP HANA management.
    - Implemented critical modules including Accounting, Treasury, Cash Management, Loans Management, HR, and Procurement, leveraging Clean Core, ABAP Cloud, and BTP extension methodologies.
2. **Commonwealth of Pennsylvania (CoPA)** – Active Project
    - Executing ECC to S/4HANA Greenfield migration, integrating 150 bi-directional interfaces through SAP BTP and developing ~1,000 custom objects.
    - Deliverables follow Clean Core and Cloud ABAP best practices, including Explore and Realize phases, functional/technical design, testing, deployment, and hypercare.
3. **Energy Transfer LP** – 2023–2024
    - Led ECC to S/4HANA transformation, including post-conversion preparation for RISE migration.
    - Conducted Fit-Gap Analysis, testing, training, hypercare support, automation of finance processes, and performance optimization.
    - Achieved measurable outcomes: 70% reduction in manual activities, 10x faster reporting, and real-time enterprise visibility.
4. **NextDecade Project – SAP S/4HANA Core Modules and RISE Migration** – Ongoing
    - Remediation of Finance, General Ledger, Supply Chain, and GRC on S/4HANA 1909 on Azure.
    - Conducted BTP assessments, Clean Core code remediation, and RISE readiness evaluations.
    - Delivered structured program management over six months including Discovery, Planning, Execution, and Deployment phases with stakeholder interviews, GAP analysis, blueprinting, functional and technical documentation, test scripts, and hypercare support.
    - Prepared the environment for future modules (QM, PS, eWM) while ensuring all processes aligned with Clean Core, Cloud ABAP, and RISE best practices.

Comprehensive RISE and S/4HANA Expertise:

- Sierra has executed **12 active public sector SAP S/4HANA RISE and BTP projects**, including ERP migrations, cloud initiatives, operational efficiency programs, and enterprise data management initiatives.
- Teams leverage structured delivery methodologies, hybrid onshore/offshore models, and SAP-approved accelerators to ensure predictable, high-quality outcomes.
- Our functional and technical expertise spans Finance, SCM, GRC, HCM, Treasury, Procurement, Fiori, ABAP Cloud, and SAP BTP integrations.

1.3.2. Minimum 6 Years in S/4HANA support

Sierra has **over 6 years** of extensive experience in SAP S/4HANA support, implementation, migration, and transformation, serving a broad spectrum of public sector and commercial clients. Our team has

consistently delivered end-to-end S/4HANA services - including functional support, technical administration, upgrades, migrations, and process optimization.

Key **S/4HANA, SAC Planning & SAP DataSphere** engagements include:

- **New York State Housing and Community Renewal (NYSHCR) (2020–Present):** S/4HANA managed services, Lift & Shift migration to RISE Private Cloud, finance, treasury, HR, procurement optimization, SAC reporting, Fiori development, and high-availability setup.
- **NextDecade (2025- Present):** Core module remediation and S/4 RISE migration, including Finance, SCM, GRC stabilization, BTP assessment, and Clean Core execution.
- **Commonwealth of Pennsylvania (2025- Present):** Greenfield S/4HANA implementation, ~1,000 custom objects, 150 bi-directional interfaces via SAP BTP, functional specification, development, testing, and integration.
- **City of Houston (2018–Present):** Full-spectrum S/4HANA and SAP ERP functional, technical, and support services across FI, CO, HCM, MM, SD, PS, and Fiori.
- **Port of San Diego (2021–Present) & Brevard County (2025–Present):** Comprehensive S/4HANA/ERP support services including SAP BTP, Clean Core, DataSphere & configuration, reporting, integration, and process improvements.
- **Energy Transfer (2023–2024):** ECC to S/4HANA transformation, finance process automation, reporting and analytics optimization, project tracking automation, and hypercare support for 12,000+ users.

1.3.3. Experience with FI/CO, MM/WM, PM, PS, HCM

Our team combines deep functional expertise in FI/CO, MM/WM, PM, PS, and HCM with proven S/4HANA conversion experience. We understand the unique requirements of public sector organizations and bring best practices to ensure a successful migration that improves efficiency, reporting accuracy, and compliance.

Public Sector Alignment

We have successfully delivered SAP solutions for public sector, state agencies, and utilities, focusing on compliance, transparency, and audit readiness. Our approach emphasizes:

- Minimal disruption during conversion.
- Close alignment with public sector budgeting, grants, and workforce rules.
- Strong experience in data migration, testing, and stakeholder training.

Module	Experience & Expertise	Public Sector Value Delivered
FI/CO (Finance & Controlling)	• General Ledger, AP/AR, Asset Accounting, Cost Center Accounting. • Experience in New Asset Accounting, Parallel Ledgers, Fund Accounting. • Conversion activities for period-end closing optimization.	• Transparency in financial reporting. • Alignment with public sector budgeting & fund structures. • Compliance with audit/regulatory standards.

MM/WM (Materials & Warehouse Mgmt.)	• Full procurement lifecycle (PR, PO, GR, IV). • Warehouse Management to S/4 Embedded EWM migration. • Strong experience in framework contracts & compliance-driven sourcing.	• Streamlined procurement process. • Real-time inventory visibility. • Cost control & compliance with public sector purchasing rules.
PM (Plant Maintenance)	• Preventive & corrective maintenance, work order processing. • Integration with GIS & mobile work management tools. • Asset lifecycle management & notification scheduling.	• Improved asset reliability. • Cost efficiency in maintenance planning. • Better service delivery for public infrastructure.
PS (Project Systems)	• Capital project budgeting & WBS structures. • Integrated cost planning with FI/CO & MM. • Support for grants & funded project tracking.	• Effective control over capital & infrastructure projects. • Grant management aligned with compliance. • Transparency in project cost reporting.
HCM (Human Capital Mgmt.)	• Personnel Administration, Org. Management, Payroll, Time Management. • Support for labor union rules & costing. • Transition support for SAP SuccessFactors integration.	• Workforce compliance & reporting. • Accurate labor costing. • Smooth shift to modern HR cloud solutions.

1.3.4. Experience with BTP, Clean Core, Data Cleansing

Sierra is an official SAP BTP partner and is recognized as one of the top 10 partners globally for SAP BTP. Sierra is also a member of the SAP BTP Advisory Board and has been actively working with clients on BTP since 2022. To date, Sierra has conducted over 60 assessments across BTP, Clean Core, and Datasphere, helping clients optimize their SAP landscapes and realize business value.

Sierra's current active Datasphere projects are underway with **San Diego Metropolitan Transit System** and **Port of San Diego** clients, further demonstrating our hands-on experience and capability in delivering SAP BTP and Datasphere solutions.

Sierra, in partnership with SAP (SAP's BTP & AI Innovation Station), brings proven experience in enabling Business Technology Platform (BTP) adoption, Clean Core strategy, and enterprise data cleansing/readiness for public sector and regulated industry clients.

Our approach combines SAP BTP innovation, Clean Core discipline, and proactive Data Cleansing to ensure that S/4HANA conversions are low-risk, upgrade-safe, and future-ready. This methodology has been proven with public sector and regulated industry clients, enabling them to achieve compliance, transparency, and efficiency in their SAP landscapes.

Capability	Experience & Expertise	Public Sector Value Delivered
SAP Business Technology Platform (BTP)	• Built side-by-side extensions, APIs, and integrations using BTP services (Cloud Foundry, Integration Suite, Datasphere). • Used BTP to separate innovation from the SAP core, reducing technical debt and upgrade risk. • Delivered real-time reporting, workflow automation, and compliance-driven extensions.	• Ensures SAP core remains upgrade-safe. • Lowers long-term TCO. • Provides agility to meet evolving policy and compliance requirements.
Clean Core Strategy	• InFocus Clean Core Readiness Assessment to classify and score custom objects (WRICEF/Z-code). • Developed a remediation pathway: retire, remediate, or move objects to BTP. • Established governance and check-gates to prevent future custom code sprawl.	• Reduces risk in upgrades and conversions. • Delivers a sustainable, SAP-standard aligned environment. • Enhances compliance, transparency, and system maintainability.
Data Cleansing & Readiness	• InFocus Data Assessment identifies redundant/unused data, inconsistencies, and cleansing needs. • BTP-based tools for metadata/structure scanning of SAP BW & ECC environments. • Expertise in ETL, SSIS, and SAP Data Migration Cockpit to move only high-quality data to S/4HANA.	• Improves data accuracy for budgeting, reporting, and compliance. • Reduces errors and downtime during migration. • Provides clean, auditable data foundation for S/4HANA.

This combined expertise in BTP, Clean Core, and Data Cleansing ensures a smoother S/4HANA journey, with lower risk, cleaner data, minimal disruption, and long-term maintainability, all of which are critical for public sector organizations.

1.4. Government Agency Projects

Sierra has extensive experience serving the public sector, with a proven ability to deliver complex ERP modernization, SAP S/4HANA migration, and IT staff augmentation services for government agencies across the US. Our engagements with municipalities, utilities, and county/state agencies demonstrate Sierra's ability to operate within the unique requirements of public-sector organizations, including compliance with procurement regulations, security mandates, and budget accountability.

We understand that government agencies require not only technical expertise, but also transparency, clear communication, and a commitment to long-term value. Sierra has consistently demonstrated these qualities by supporting public-sector clients through successful system upgrades, large-scale data management initiatives, cloud migration strategies, and ongoing ERP support.

The following examples highlight Sierra's track record of delivering successful results to government and quasi-government entities that are directly relevant to the scope of services required by MTS.

1.4.1. List of Similar Projects for Transit/Municipalities/Other Government Agencies

Sierra has successfully partnered with multiple public-sector organizations, including municipalities, utilities, and state agencies, to deliver ERP modernization and SAP S/4HANA-related projects. Representative engagements include:

1. New York State Homes & Community Renewal (NYSHCR)
Sierra has been working for the agency since 2020 as an Application Maintenance System (AMS) prime vendor and supporting all their SAP System landscape. Since 2025, **Sierra has been engaged with SAP in upgrading their ECC to S/4 HANA RISE PCE edition.**
2. City of Houston, Texas
Sierra has supported the City of Houston through multiple IT staff augmentation and consulting engagements, providing skilled resources across SAP and enterprise application domains. Our team has assisted with SAP functional and technical support, ERP enhancements, and modernization planning to align with the City's long-term IT strategy. By delivering qualified professionals across FI/CO, MM, HCM, and integration areas, Sierra helped strengthen Houston's internal capabilities while ensuring continuity of critical city services. **Sierra did SAP Analytics Cloud (SAC) Professional Edition Budgeting/Planning Project for Houston Police department (HPD) in 2020/21 and successfully completed**.
3. Port of San Diego (POSD)
Sierra supported the POSD through IT staff augmentation and SAP consulting services. Our team provided skilled SAP resources to assist with ECC to S/4HANA migration planning, gap analysis, and execution strategies. By augmenting the Port 's internal IT team, Sierra helped establish a structured roadmap for conversion, ensuring minimal disruption to municipal operations. **Sierra has undertaken transformation of SAP BW to SAP Datasphere in January 2025 and the project is in progress where 80% of the objects are successfully migrated to Datasphere.**
4. Harris County, Texas
Sierra delivered IT staff augmentation and SAP functional/technical consulting services across critical ERP modules, including FI/CO, MM, and HCM. Our consultants provided both operational support and

system enhancements, enabling the County to streamline financials, improve supply chain processes, and strengthen workforce management. The engagement demonstrated Sierra's ability to provide qualified resources quickly for a large government entity with diverse needs.
5. Sacramento Municipal Utility District (SMUD), California
For SMUD, Sierra supplied SAP consulting resources and ERP transformation advisory services using exclusively U.S.-based personnel, in compliance with SMUD's requirements. Our work included data management, migration planning, and integration support to enable SMUD's transition toward modernized ERP platforms. This project underscored Sierra's ability to deliver compliant, high-quality SAP expertise for a major California public utility.

1.5. Subcontractor Information

Sierra will not be utilizing any subcontractors for this engagement. All work described in this proposal will be performed directly by our in-house team, ensuring direct accountability, consistent quality, and continuity of delivery across all project phases.

As no subcontractors are being proposed, an appendix for subcontractor supporting documents is not applicable.

1.6. References

Our firm has delivered major ERP transformation projects for a range of public-sector and regulated clients, with a focus on SAP S/4HANA implementations, RISE with SAP Private Cloud migrations, and long-term ERP support services.

At the **New York State Division of Housing and Community Renewal (NYHCR)**, Sierra has been managing a RISE with SAP S/4HANA Private Cloud Edition migration since 2020. The program includes optimizing financial and treasury processes, streamlining procurement, implementing SAP Fiori enhancements, and modernizing reporting through SAP Analytics Cloud. The effort also introduced high availability and disaster recovery, while applying Clean Core and BTP extension methodologies to modules such as Accounting, Treasury, HR, and Loans Management.

The **Commonwealth of Pennsylvania (CoPA),** on the other hand, engaged Sierra to lead a Greenfield migration from ECC to S/4HANA. This project requires the integration of 150 bi-directional interfaces through SAP BTP and the development of nearly 1,000 custom objects. Sierra is managing all phases - Explore, Realize, Testing, Deployment, and Hypercare - while ensuring that Cloud ABAP and Clean Core practices are embedded throughout the solution design.

Sierra Digital is currently engaged with the **San Diego Unified Port District** to deliver **SAP Datasphere configuration, migration, and deployment services** as part of the Maritime PortConnect Grant initiative. The engagement includes migration of legacy SAP BW content to SAP Datasphere, integration with SAP S/4HANA, Tidalis port management systems, and outbound data sharing with State of California entities. The scope emphasizes secure data modeling, analytics enablement, and governance, supported by

structured program management across preparation, design, realization, deployment, and hypercare phases, ensuring minimal operational disruption and long-term scalability for the district's analytics landscape.

For **Energy Transfer LP**, we delivered an ECC-to-S/4HANA conversion in 2023–2024. The scope covered automation of financial processes, reporting optimization, performance improvements, and post-conversion readiness for RISE migration. Activities included fit-gap analysis, testing, training, and hypercare support. The engagement produced significant operational efficiencies, including a 70% reduction in manual tasks and faster enterprise reporting.

Sierra is also currently working with **NextDecade** on S/4HANA remediation and RISE migration preparation. The project involves Finance, Supply Chain, and GRC modules, with a focus on Clean Core code remediation and SAP BTP assessments. The engagement also includes structured program management with discovery, planning, execution, and deployment phases, along with gap analysis, blueprinting, documentation, and hypercare.

Lastly, since 2018, Sierra has provided ongoing S/4HANA and ERP support to the **City of Houston**. This includes functional, technical, and managed services across FI, CO, HCM, MM, SD, PS, and Fiori. The engagement demonstrates Sierra's ability to sustain ERP operations for a large municipal government while meeting security, compliance, and performance expectations.

For the **"Status of Current and Past Contracts" Form,** kindly turn to **Section 7.7** of this proposal.

2 PROPOSED STAFFING, ORGANIZATION, AND MANAGEMENT PLAN

2.1. Key Personnel Qualifications

2.1.1 Key Personnel

S.N.	Project Title	Key Personnel Name
1.	SAP Program / Project Manager	Rajan Marathe
2.	Engagement Manager	Mohan Raj
3.	SAP Architect	Venkatesan Thodduchandraiyer
4.	SAP Datasphere Architect/Lead	Scott Gabelhart
5.	SAP BI Architect	Soorya Sudhakar
6.	SAP Technical Architect	Vikas Chinta
7.	SAP Functional Architect	Pradeep Prabakaran
8.	SAP BI BW Datasphere Solution Architect	Kaviarasan Thangarasu
9.	SAP BI BW Datasphere Developer	Ananda Kumar
10	SAP Integration Lead	Amanullah Heerapur Mohammed
11	SAP FICO Solution Architect	Maria Celiz Cooke
12	BA / Project Co-Ordinator	Santhapriya Easwaran
13	SAP Basis Lead	Annaji Rao Vadlamani
14	SAP Basis Consultant	Madhusudhan Kasala
15	SAP Basis Consultant	Saharoon Musathick
16	SAP MDG Consultant	Satish Murugesan
17	SAP Fiori Consultant	Bharathi Murugesan
18	SAP Fiori	Nikhil Kumar Bhalewar
19	SAP ABAP Consultant	Rima Vinayak Deshpande
20	SAP HCM /Success Factors Lead	Ashokkumar Eradasari Kamalakannan
21	SAP Data Migration Consultant	Krishnarao Kondiyan
22	SAP ABAP Lead	Dineshkumarveeraji Chandrasekar
23	SAP Testing	Gopu Nagarajan

2.1.2 Key Personnel Education, Certification & Relevant Experience

Name	Education	Certifications	Relevant Experience
Rajan Marathe	Master of Engineering (Environmental Engineering), McGill University, Montreal, Canada. 1996	SAP BI Trained from SAP Academy	Overall 30+ Years Worked with Global customers in their Transformation Projects Relevant: 20+ Years
Mohan Raj	MBA – Project Management	Certified SAP Level 1 Sales Professional.	Overall: 16 Years Relevant: 8 Years

	MBA – Human Resource Management, MCA – Software Programming	SBA (8A) Certified | SAP Presales Consultant – Business All-in-One Technical Training: R Programming, Java Programming	
Venkatesan Thodduchandraiyer	Master of Commerce (Business Administration) with Specialization in Taxation. Intermediate in ICWAI Institute of Cost and Works Accountants of India, Calcutta, India	SAP HANA Implementation in 2016 SAP Certified SRM E-Procurement Solution Consultant (SRM 3.0 in 2005 and SRM 7.0 in 2011) PMP – Project Management Institute - 2004 IBM Certified Net.Commerce Solution provider IBM Certified Specialist WebSphere Commerce Suite v5.1 implementation Advanced Diploma in Software Export Technology – ASSET, India	Overall: 25Years Relevant: 16 Years
Scott Gabelhart	Northeastern University Northeastern University Bachelor of Business Administration - BBA, Accounting and CS/MIS	SAP Datasphere Architect/Lead	Overall :30 Years Relevant = 10 Years
Soorya Sudhakar	Pursuing PhD. Research interest includes Social media Analytics, Text Analytics, Network Analytics Master of Business Administration	SAP Certified Application Associate	Overall: 18 Years Relevant: 9 Years
Venkata Rama Vikas Chinta	BTech (Mechanical Engineering), National	SAP Certified Application Associate	Overall: 17 Years Relevant: 12 Years

	Institute of Technology, Silchar, Assam		
Pradeep Prabakaran	Masters Certificate, Project Management University of Washington, USA.	(SAP Certified Application Associate - SAP S/4HANA Cloud – Finance Implementation 2024, SAP Cloud Application Lifecycle Management 2025, PMP certified, Six-Sigma Green Belt certified by Motorola)	Overall: 15 Years Relevant: 8 Years
Kaviarasan Thangarasu	Post Graduate Diploma in Computer Application & MBA in Financial Management	SAP Analytics Cloud SAP Datasphere SAP HANA Certified Associate. SAP Certified Reporting BW/4 HANA . SAP BPC	Overall: 13 Years Relevant: 11 Years
Amanullah Heerapur Mohammed	Bachelor of Technology (B.Tech) in Computer Science & Engineering (CSE): Passed out in year 2005 from G. Pulla Reddy Engineering College, Kurnool, Andhra Pradesh, India.	SAP PI P300 Certified Consultant Sun Certified Java Programmer (SCJP) International Standard Test Qualification Board (ISTQB) Certified Tester Boomi Integration Professional 2021 Boomi API Professional 2021 Boomi Associate EDI for X12	Overall: 18+ Years Relevant: 11 Years
Maria Celiz Cooke	Bachelor of Science, Business Administration, University of the East, Manila, Philippines Certified Public Accountant (Manila, Philippines)	Certified Public Accountant, significant functional experience as a senior auditor for petroleum, manufacturing, and non-profit organizations, and as Comptroller for a medical health center.	Overall: 40 Years Relevant: 28 Years
Santhapriya Easwaran	College of Engineering, Guindy, Anna University	PMP (PMI), Six Sigma Green Belt, and CSM (Scrum Alliance)	Overall: 20 Years Relevant: 12 Years

	Bachelor of engineering - printing technology (Four-year Bachelors degree): 2006 to 2010		
Annaji Rao Vadlamani	MS in Computer Science and Engineering.	AWS Certified Solutions Architect – Associate Microsoft Azure Architect Technologies GCP Certified Solutions Architect – Associate SAP Certified Technology Associate - SAP HANA 2.0 (SPS04) SAP Certified Technology Associate - SAP Solution Manager Mandatory and Managed System Configuration (7.2 SPS8) SAP Certified Technology Specialist - SAP S/4HANA Conversion and SAP System Upgrade 2019 SAP Certified Technology Associate - OS DB Migration for SAP NetWeaver 7.4 C_TADM51_75 SAP Certified Technology Associate – System Administration (Oracle DB) with SAP NetWeaver 7.5 ITIL Certification from DEL/EMC| SAP HEC GXP Certification for Pharma customers ACT100 SAP Activate Methodology/ ACT200 Agile Project Delivery Certified in P_BTPA Solution Architect - SAP BTP	Overall: 20+ Years Relevant: 12 Years

Madhusudhan Kasala	Master's in Business management from Cambridge college.	SAP HANA Certified.	Overall: 15 Years Relevant: 12 Years
Satish Murugesan	Master's in Business management from Cambridge college	SAP MDG on SAP ERP SAP MDG on 8.0 and 9.2 on S/4HANA (1709,1909)	Overall: 18 Years Relevant: 15 Years
Bharathi Murugesan	B.E- Computer Science Engineering from Jeppiaar Engineering College, Chennai.	SAP Certified SAP UI5/FIORI Consultant	Overall: 10 Years Relevant: 8 Years
Rima Vinayak Deshpande	Bellevue University, USA — Masters in Computer Information Systems	SAP Certified Technical Associate	Overall: 15 Years Relevant: 12+ Years
Ashokkumar Eradasari Kamalakannan	M.B.A (Human Resource) Loyola College, Chennai.	SAP Success Factors Employee Central & EC payroll Certified Consultant with 70% ISTQB certified in Foundation level with 81% Undergone PMP training & completed course. Being TCS Auditor have perform audit on TCS Internal project.	Overall: 18+ Years Relevant: 12+ Years
Krishnarao Kondiyan	B.E. in Computer Science from Bharathiar University	SAP Certified Application Associate	Overall: 19 Years Relevant: 12+ Years
Dineshkumarveeraji Chandrasekar	Master of Computer Applications, Vysya College, Periyar University, Salem, India	SAP Certified Application Associate - SAP S/4HANA Cloud - Public Edition Implementation with SAP Activate	Overall: 22 Years Relevant: 18+ Years
Gopu Alakrishna Nagarajan	B.E. (Bachelor of Engineering)	PMP Certification	Overall: 10 Years Relevant: 8+ Years

2.1.3 Support Consultants

S.N.	Project Title	Consultant Name
1.	Sr. SAP CRM Configurator	Maria Christina Ramirez
2.	SAP CRM Configurator	Rao Medikonda
3.	SAP CRM Configurator	Prathyusha Kotha Konda
4.	Sr SAP Service & Asset Manager Configurator	Emmanuel Affatati
5.	SAP Service & Asset Manager Configurator	Manuel Ramirez
6.	SAP Budgeting and Planning Consultant	Ram Korampalli
7.	SAP Datasphere Configurator	Lakshminarayana Gollamuri
8.	SAP Datasphere Configurator	Rajesh Kasam
9.	SAP Integration Suite Developer	Ragul Mohan
10	SAP Functional Consultant for SD Module	Kawar Awan
11	SAP Functional Consultant for Asset Management	Venkatesan Munusamy
12	SAP Data Archiving Consultant	Dominic Charles
13	SAP Consultant for Finance Controlling	Sri Devan Iyyavu
14	SAP Reporting Consultant	Sahithi Tiruvayipati
15	SAP Reporting Consultant	Sneha Jualapally
16	SAP ABAP	Suma Karan

2.2. Resumes

For the resumes, kindly turn to **Section 6.2, Appendix B** of this proposal.

2.3. Personnel Assignment/Roles per Project Phase

Project Phase	Resources / Positions Involved
Assessment & Planning	Project Manager, Business Analysts, Functional Consultants, Architect, Reporting Analyst,
System Preparation	SAP BASIS, SAP Technical (Module) Consultants, SAP ABAP Consultants
Migration Execution	SAP BASIS, SAP Technical Consultants (FI/CO, MM, EAM), SAP Fiori and ABAP Consultants
Testing	SAP Technical Consultants, SDMTS Business Users for UAT, and Testing Resources
Cut-over and Go-Live	SAP BASIS, SAP Security, SAP Technical Consultants, SAP ABAP and Fiori Consultants

2.4. Organizational Chart

Please turn to **Section 6.3, Appendix C** for Sierra's Project Governance and Reporting Structure.

2.5. Key Personnel Availability

2.5.1. Commitment To Full Contract Term

Sierra affirms that all proposed key personnel are committed to serving for the full duration of the contract. Each person identified in this proposal has confirmed availability and has been briefed on the scope, schedule, and responsibilities associated with this engagement. Sierra recognizes the importance of continuity in leadership and technical expertise for the success of this project and is fully committed to maintaining stable staffing throughout the contract term.

2.5.2. No Replacements Without MTS Approval

Sierra further confirms that no key personnel will be replaced without prior written approval from MTS. In the unlikely event that a replacement becomes necessary due to circumstances beyond our control (e.g., health or personal reasons), Sierra will provide MTS with advance notice and propose equally qualified candidates whose education, certifications, and experience meet or exceed those of the originally proposed personnel. This ensures that the project will continue without disruption and that MTS retains full oversight of any staffing changes.

2.6. Staffing Processes

2.6.1. Recruitment, Training, Drug/Alcohol Policy

Our firm employs a comprehensive staffing framework designed to ensure that MTS is supported by a team of highly qualified, vetted, and reliable professionals. This proactive approach encompasses a disciplined recruitment and selection process, a deep commitment to ongoing professional development, proven retention strategies, and unwavering compliance standards to guarantee the stability and expertise of our project team.

Recruitment and Selection
We maintain a dynamic network of seasoned ERP and SAP professionals with deep expertise across functional, technical, and project management domains. Our recruitment strategy leverages a diverse range of channels, including professional networks, trusted referrals, and specialized technology user groups, to consistently access top-tier talent. Every candidate undergoes a meticulous, multi-step vetting process that includes structured behavioral and technical interviews, comprehensive skills assessments, and professional reference checks. For all client-facing roles, our evaluation goes beyond technical capability to assess communication skills, cultural alignment, and problem-solving abilities. Ultimately, all proposed team members must successfully pass background checks and employment eligibility verification before being engaged, providing MTS with the confidence that they are working with a trustworthy and vetted team.

Training and Professional Development

Our commitment to excellence extends well beyond hiring. We cultivate a culture of continuous learning and professional growth, ensuring our consultants remain at the forefront of the latest SAP technologies, methodologies, and industry best practices. Our professional development programs are multifaceted, including formal coursework through the SAP Academy, certifications in core modules (e.g., SAP S/4HANA, FI/CO, MM, BTP), and internal workshops led by our most experienced senior consultants. We actively encourage and sponsor our staff in pursuing relevant professional certifications, such as PMP and Agile credentials, to further strengthen their capabilities. This ongoing investment in our team's expertise means our consultants bring not only a deep technical understanding but also fresh, real-world insights to every client engagement.

Retention and Workforce Stability

We recognize that staffing continuity is critical to the success of any large-scale migration project. As such, we have implemented a robust retention strategy that prioritizes the long-term engagement of our personnel.

Our approach includes competitive compensation packages, performance-based incentives, and clear career advancement opportunities. We cultivate a company culture that emphasizes employee recognition, mentorship, and work-life balance, which contributes to high morale and long-term satisfaction. This focus on our people yields a remarkable annual retention rate for project consultants that exceeds 90%. By maintaining strong employee engagement and minimal turnover, we ensure MTS will benefit from consistent staffing, uninterrupted knowledge transfer, and minimal project disruption throughout the engagement.

Drug- and Alcohol-Free Workplace Policy

Sierra is firmly committed to maintaining a safe, professional, and compliant work environment. We enforce a strict Drug- and Alcohol-Free Workplace Policy that applies to all of our employees and any subcontractors we may engage. This policy includes pre-employment drug screening for all candidates, with additional testing administered as required by law or specific client policies. Personnel are expressly prohibited from using, possessing, or being under the influence of controlled substances while on duty or on client premises. Violations of this policy are met with immediate and decisive disciplinary action. This rigorous policy underscores our dedication to providing MTS with a team that is not only skilled but also reliable and accountable in every aspect of their work.

The cohesive and skilled team we are prepared to deploy for the MTS SAP S/4HANA project is a direct result of our company's disciplined recruitment, continuous professional development, and robust retention strategies. We are confident that these professional experts will not only deliver a successful outcome but will also serve as a trustworthy and reliable partner throughout the engagement, backed by our strong compliance culture.

A detailed description of Sierra's staffing processes, including recruitment workflow diagrams, sample training plans, retention practices, and compliance policies (including the Drug- and Alcohol-Free Workplace Policy), is provided in **Section 6.4, Appendix D.**

2.7. RACI Matrix

We acknowledge and appreciate the RACI model provided in the RFP, as it clearly defines ownership, accountability, and collaboration between MTS and the Vendor. We fully accept the proposed RACI distribution and are committed to executing our responsibilities as outlined.

Where we are designated as Responsible (R) and Accountable (A), we will take full ownership of deliverables, leveraging proven SAP S/4HANA methodologies and best practices to ensure success. Where we are assigned as Consulted (C), we will work closely with MTS to provide expert guidance and tools, ensuring that MTS teams are fully supported. Where we are marked as Informed (I), we will maintain transparent communication and provide timely updates so that MTS leadership has complete visibility of progress.

Task	MTS	Vendor
Project Planning	C	R, A
System Readiness Assessment	C	R, A
Technical Migration Execution	I	R, A
Data Validation & Reconciliation	R	C, A
Testing (SIT, UAT)	C	R, A
Cutover & Go-Live	C	R, A
Post-Go-Live Support	R	C, A

Proposed RACI Response

Task	MTS Role	Vendor Role	Response / Approach
Project Planning	C	R, A	Vendor will take full responsibility for project planning, including work breakdown structure, resourcing, and scheduling. MTS will be consulted to ensure alignment with internal priorities and dependencies.
System Readiness Assessment	C	R, A	Vendor will own and execute system/infrastructure readiness checks, environment validation, and risk identification. MTS will be consulted to provide access, configuration details, and confirm readiness inputs.
Technical Migration Execution	I	R, A	Vendor will be fully responsible and accountable for executing the migration using SAP best practices and tools. MTS will be kept informed of execution progress, milestones, and risks.
Data Validation & Reconciliation	R	C, A	MTS will lead validation of migrated data with business users. Vendor will provide reconciliation tools, templates, and guidance, while remaining accountable for data integrity.
Testing (SIT, UAT)	C	R, A	Vendor will develop test plans, manage test execution, and drive defect resolution. MTS will be consulted and provide business resources for UAT execution and final sign-off.

Cutover & Go-Live	C	R, A	Vendor will plan and execute cutover and go-live activities, ensuring minimal downtime. MTS will be consulted on timing, communication, and business readiness checkpoints.
Post-Go-Live Support	R	C, A	MTS will own long-term operational support. Vendor will remain accountable during hypercare, provide defect resolution, performance tuning, and knowledge transfer to ensure seamless handover.

2.8. Program Governance and Management Approach for SAP S/4 HANA RISE Transformation

Sierra will establish a program governance and management function that operates under the overall Program PMO while providing the leadership discipline, transparency, and accountability required for a successful SAP S/4 transformation. This function will define clear roles, responsibilities, and escalation paths to enable effective decision-making. A core program leadership team will oversee day-to-day management, supported by domain leaders to ensure business alignment and cross-program enablers for areas such as change management, testing, data governance, and risk/compliance.

Our delivery approach builds on the SAP Activate methodology, complemented by our deep program management expertise. Activate provides a structured, phase-based framework, while our experience adds the ability to flex between waterfall and agile approaches depending on client requirements and the type of deliverables. We recommend a hybrid model that combines the strengths of both: waterfall methods provide structure, control, and milestone discipline where sequencing is critical, while agile methods bring collaboration, responsiveness, and adaptability where flexibility creates value. This hybrid approach maximizes the effectiveness of governance, strengthens milestone management, fosters collaboration between teams, and ensures responsiveness in identifying and delivering requirements throughout the transformation.

Our program leadership has deep experience guiding organizations through adoption of Scrum, SAFe, and Kanban agile methodologies at the program level, enabling us to flex delivery practices to client needs while maintaining alignment with overall governance.

We bring the ability to administer a wide range of project management and DevOps tools based on the needs of the client. Our experience spans platforms such as MS Project, Jira, Azure DevOps, Monday.com, and SharePoint, ensuring flexibility and seamless integration into existing environments.

Clear communication and transparent reporting are central to our governance model. We will establish structured reporting cycles with dashboards, status updates, and milestone reviews aligned to Program PMO standards. Escalation processes and dedicated forums for risk, issue, and change management will ensure timely awareness and resolution. Our reporting framework will provide stakeholders with visibility into scope, schedule, budget, risks, and benefits realization, enabling both executive oversight and effective day-to-day delivery management.

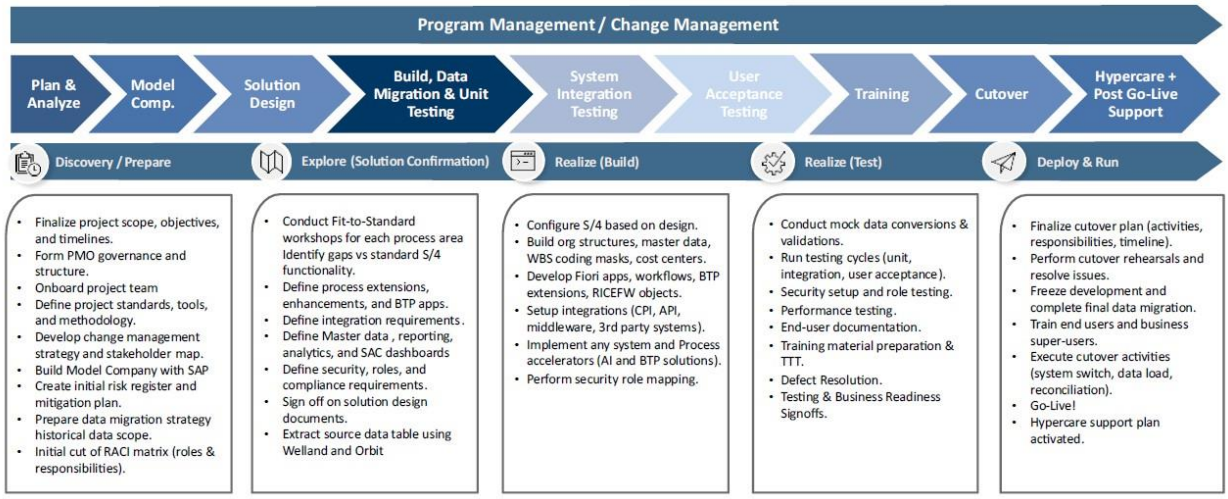
In summary, our program governance and management function combines the discipline of SAP Activate, the flexibility of a hybrid delivery model, and the depth of our program management expertise. With

experience in both waterfall and agile approaches, including Scrum, SAFe, and Kanban, and supported by proven tool flexibility, we provide an overall approach that is structured yet adaptable—ensuring transparency, accountability, and responsiveness throughout the S/4HANA transformation.

Summary of Program Approach

S4 – Transformation Program Approach

Sierra's delivery approach accelerates value realization by combining strong solution governance, collaboration and business engagement, ensuring an effective transition to the support organization**.**



Top Layer – Executive Oversight (Client PMO + Sierra Program Governance)

- Program Steering Committee (Executive Sponsors, Client PMO, Sierra Leadership)
  ↳ Provides overall direction, funding, and strategic decisions.

Layer 2 – Program Governance & Management (Sierra Digital Core Leadership)

- **Program Director / Engagement Lead** (Overall accountability)
- **Program Manager / Delivery Lead** (Day-to-day coordination)
- **Governance & Reporting Office** (Scope, schedule, budget, risk, and KPI dashboards)

Layer 3 – Domain Leadership & Enablers

- **Functional Leads:** Finance, Supply Chain, HR, Customer, Analytics
- **Technical Leads:** Integration, Basis, Security, Data Migration
- **Cross-Program Enablers:**
  - Change Management
  - Testing Management
  - Data Governance
  - Risk & Compliance
  - PMO Coordination

Layer 4 – Delivery Framework

- **SAP Activate Phases:** Discover → Prepare → Explore → Realize → Deploy → Run
- **Hybrid Methodology:**
  - *Waterfall:* Planning, Architecture, Design, and Cutover
  - *Agile:* Build, Test, User Feedback, Continuous Improvement
- Tools: MS Project, Jira, Azure DevOps, Monday.com, SharePoint

Base Layer – Communication & Transparency

- Structured reporting cycles (weekly dashboards, monthly steering updates)
- Escalation matrix (issues → risks → steering review)
- Continuous feedback loops between delivery teams and governance layers

Maintenance and Support Plans

Our maintenance and support model is built on a hybrid delivery framework that balances responsiveness, cost-efficiency, and deep expertise. We maintain a core onshore team based in the U.S. that includes technical leads, product analysts, QA specialists, and help desk coordinators who provide direct client engagement, rapid issue resolution, and business process alignment. This team is complemented by a highly skilled offshore delivery center, which supports round-the-clock operations and scalability across technical development, testing, and data services. Our consultants and SAP specialists are strategically distributed across both locations to ensure seamless collaboration and coverage across time zones. The offshore team is tightly integrated into our agile delivery model, using shared tools, communication protocols, and governance structures to maintain quality and accountability. This blended staffing approach allows us to deliver high-touch support while optimizing cost and resource availability for long-term SAP S/4HANA sustainment.

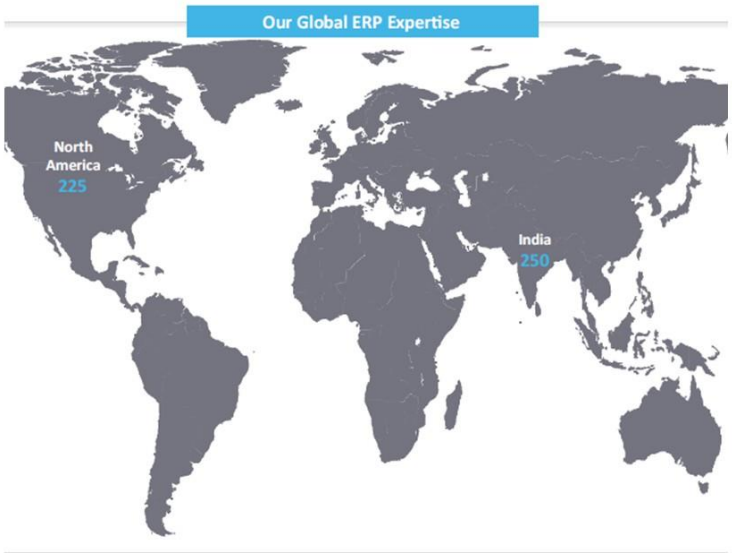
Industry Experience and Practice Overview:

Onshore presence in North America for close alignment with MTS leadership, backed by offshore/nearshore teams for cost efficiency, 24/ support, and redundancy.

Total Practice Resources			
Experience	0-3 years	4-9 years	> 8 years
# of resources	115	164	196

Functional Resources			
Experience	0-3 years	4-7 years	> 8 years
# of resources	36	67	94

Technical Resources			
Experience	0-3 years	4-7 years	> 8 years
# of resources	79	97	102



2.9 Security Compliance

2.8.1. Background Checks for All Personnel

Sierra affirms that all personnel assigned to MTS projects will undergo comprehensive background checks prior to engagement. This process includes:

- Federal, state, and county-level criminal background verification.
- Employment history and professional reference checks.
- Identity and employment eligibility verification (Form I-9 compliance).
- Pre-employment drug and alcohol screening, in alignment with Sierra's Drug- and Alcohol-Free Workplace Policy.

Sierra will not assign any personnel to MTS until these checks are successfully completed, thereby ensuring that only fully vetted, qualified, and compliant individuals support MTS initiatives.

2.8.2. Adherence to MTS IT Security Policies

Our firm recognizes the importance of protecting MTS's information systems and sensitive data. Accordingly, all Sierra personnel will adhere strictly to MTS's IT security policies and standards, as outlined in the RFP (p.42). This includes, but is not limited to:

- Compliance with MTS access control policies, including secure login procedures and multifactor authentication, where required.
- Use of MTS-approved devices, systems, and communication methods.
- Prohibition of unauthorized software installations, removable media usage, or data transfers.
- Adherence to incident reporting procedures in the event of suspected or actual security breaches.
- Completion of any mandatory security awareness training required by MTS.

Sierra further enforces internal security measures aligned with industry best practices (NIST Cybersecurity Framework, ISO 27001) to complement MTS's IT security protocols.

3 WORK PLAN

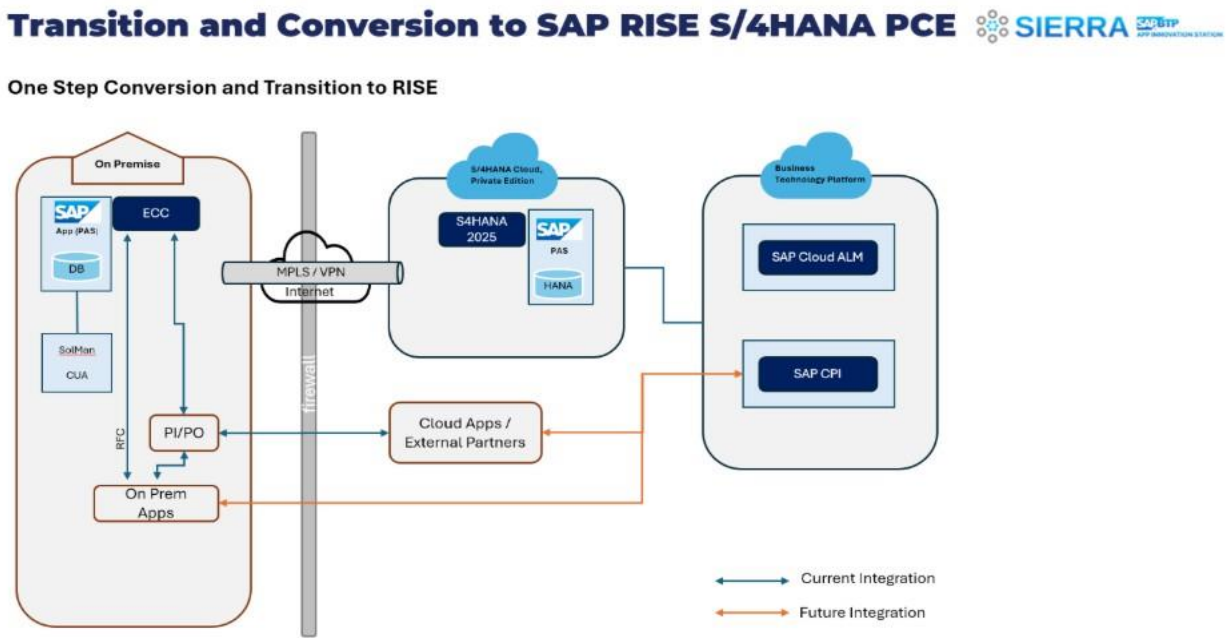
3.1. Narrative of Understanding

3.1.1. Demonstrated Grasp of MTS Needs

The scope of this proposal is to transform Source: On-Premises SAP ECC 6.0 application to target: RISE with SAP S/4HANA Cloud Private Edition (PCE)' Version 2023 or latest on SDTMS selected Azure hyper scalar, hereinafter called SAP S/4HANA or SAP S/4HANA PCE or target system.

Besides the SAP ECC 6.0, there are other systems as SAP CRM, SAP SBP and SAP BW which we have grouped them into "Peripheral Systems" which need to be transformed into their newly available versions of the software. At present, most or all these systems are on-prem and when we transform them, we will be utilizing their cloud-based versions as available from SAP.

Sierra understands that SDTMS SAP ERP landscape Architecture consists of 1+3 systems (Sandbox and Development, Quality and Production in transport paths).



The current SAP ERP application is ECC 6.0 EHP 7 running on Windows 2019 server with MS SQL Server 2019.

1. SAP ERP System and Process Details:

A. SAP ECC 6.0 EHP 7
SAP Modules:
MTS business processes in use are MM, FI-CO, PM/EAM, PS, HCM

1. Plant Lifecycle Maintenance / Logistics
    a. Enterprise Asset Management
        i. Linear Assets
        ii. Management of Technical Objects
        iii. Maintenance Processing
        iv. Preventative Maintenance
        v. PM Information System
        vi. Materials Management Materials Management (Warehouse)
        vii. Purchasing
2. Finance Financial Accounting (FI)
    a. Controlling (CO)
    b. Funds Management (FM)
    c. Fixed Asset Management (AM)
    d. Cash Management and Banking (CM)
    e. Accounts Payable (AP)
    f. Accounts Receivable (AP)
    g. Grants Management (GM)
    h. Project System (PS)
    i. SAP Budgeting and Planning (SBP)
3. Human Capital Management (HCM) HCM Mini-Master Data
    a. Organizational Structure
    b. Job-based Authorizations
4. Solution Manager
5. Workforce Performance Builder

B. SAP Mobility Platform SAP Agentry/Work Manager Mobile
    1. Adobe Document Services
    2. Content Server

C. SAP Customer Relationship Management (CRM)
    1. CRM Service with Case Management
    2. Custom Advanced Business Application Programming (ABAP) Code for Enhancements
    3. Custom ABAP Code for Integrations, e.g. websites, CISCO phone and other third- party systems

D. SAP Fiori
    1. Punchout Catalogue

E. Notable Features
    1. Automated Workflow
    2. Limited use of tablet computers in the field for inspections and data entry using SAP Work Manager Mobile

2. System Interface Integration

The systems and interfaces below are integrated with SAP ECC system and form part of scope to establish connections to target S/4HANA system via SAP Integration Suite on SAP BTP.

Execute Test scenarios related to these system integrations:

1. ADP Personnel to SAP HCM PA and PD
2. CRM to CISCO Phone
3. ECC to CRM
4. ESRI – ARC GIS
5. Fleetwatch to SAP
6. HASTUS to SAP PM
7. OrbCAD to SAP PM
8. SDG&E Financials to SAP
9. SAP Financials to J.P. Morgan
10. Website forms to CRM
11. BW/4HANA
12. SBP

We understand that the above applications use technologies like Interchange Documents (IDocs), Remote Function Calls (RFC), Application Programming Interfaces (API), Business Application Programming Interfaces (BAPI), Application Link Enabling (ALE), or middleware configurations SAP Process Integration Process Orchestration (PI/PO).

We understand that some of the above systems would be reaching end-of-life support. As such Sierra would help SDTMS to evaluate alternative solutions like migration to SAP BTP CPI etc. Actual migration of such applications is not part of this scope.

Other important information relevant for SAP ECC 6.0 to SAP S/4HANA PCE from RFP documents and our observations are given below:

The following details were gathered from the 'ATT 2 SAP S4 Migration Report List'.

3. Add-On Compatibility

- There is no incompatible add-on that cannot be uninstalled in the current SAP ECC system. Hence there is no impact on transition to RISE.
- There is incompatible add-on that can be uninstalled from the current system. This will be reviewed in the Discovery/Prepare phase.

4. Business Functions

- There are no active business functions in the current SAP ECC system.
- Hence there is no impact on transition to RISE.

5. Simplification Items

- There are 97 simplification items that are relevant to business processes in operation in SAP ECC system. These will be reviewed in the Prepare workshops.
- There are 294 Simplification activities to be performed in the prepare or realize phase. These are part of the scope items to be performed for smooth transition to SAP S/4HANA PCE.

6. Compatibility Packages

- SAP's compatibility packages offer customers a limited usage right to run certain classic SAP ERP solutions on SAP S/4HANA, provided that customers have licensed the applicable solutions, as set forth in their license agreements.
- There are up to 16 simplification items that are relevant for compatibility packages. These would be reviewed in Realization Phase.

7. Custom Code Adaption and Remediation

- There is no custom code analysis report available in Readiness Check. Hence, Custom code analysis would be performed in the Prepare Phase. Required setting up of Custom Code Assessment application for custom code analysis would be performed in Prepare and Realize phases.

- However, Sierra has performed 'Clean Core conversion Assessment' for SDTMS in the month of March 2025. Custom code assessment was part of the Clean Core Conversion assessment that Sierra has performed. Based on our custom code assessment, SDTMS is low customized environment.

SAP ECC system is Low Complex and Low Customized system

Conversion	Greenfield	
Standard or Low complex Processes	Lower Addons, Lower Business Functions	
Low number of Customization	Custom code objects <	1000
Quality / Low Volume of Master Data	Customer Vendors	1786 4171
Historical Data	Depends on Business policy	

8. SAP S/4HANA Sizing

The current SAP ECC Database:

Indicator	Values
Type of Database	MSSQL
Used Disk Size	355 GB
Number of tables Analyzed	97,778

Estimated target system Database:

Indicator	Values
Estimated memory requirement	127 GB
Estimated Disk size	157 GB

9. Data Volume Management

- Data Volume Management refers to potential Archiving opportunity on top few tables to optimize HANA Database size.

- Sierra team would work with MTS during Prepare phase to identify potential high-volume tables having low impact on financial reporting and achieve the data.

- Sierra would follow archive using 'backup and purge' method. Which means, take backup of the data in required format and purge the data from original tables. Sierra would not be using SAP Achieving functionality for this purpose.

10. BW System

- The current BW System is BW 7.5 on HANA and has a number of reports and is fed data from SAP. The System will be transformed to SAP Datasphere.

3.2. Comprehensive Plan

3.2.1. Detailed Steps to Meet All Requirements

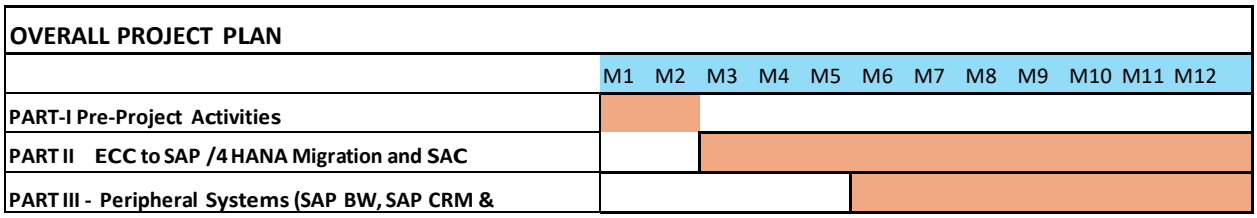
Solution Approach

The Transformation Project will be divided into three parts due to the nature of work and the different components involved. These three parts represent the logical flow of the overall landscape transformation:

- **Part I: PRE-PROJECT ACTIVITIES: This includes** which includes Assessment, system analysis, readiness checks, and pre-conversion activities.
- **Part II: S/4 HANA Conversion: This includes the transformation of SAP ECC to SAP S/4 HANA** covering technical migration, remediation, and functional testing
- **Part III – PERIPHERAL SYSTEM Transformations: All the different Peripheral Systems (SAP CRM, SAP SBP, SAP BW, SAP Integration Suite will be transformed in this part.**

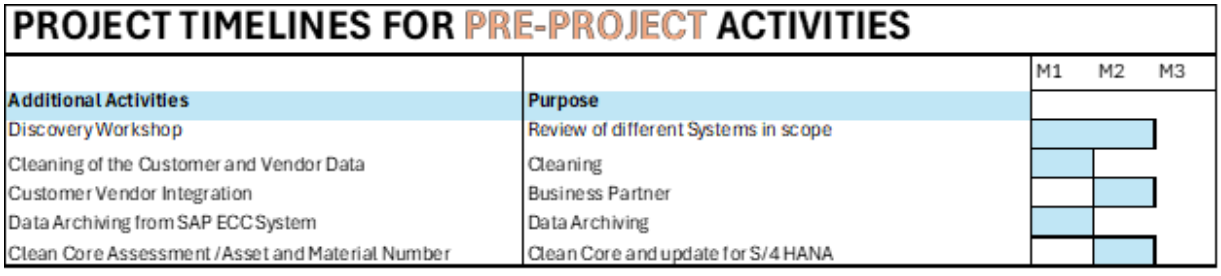
The diagram below shows the three Project Parts with their overlapping schedule

Figure 1.1



PART I: PRE-Project Activities

Part I will consist of Pre-Projects which are to be executed before the start of the Transformation journey to enable the smooth transition to S/4 HANA.

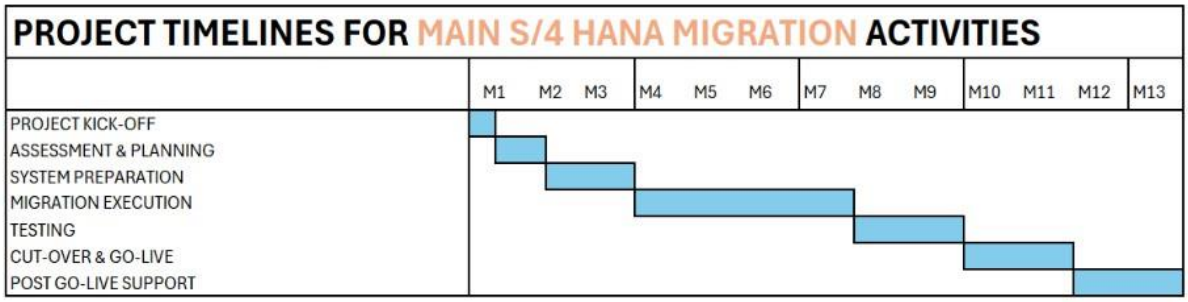


The Discovery Workshops (also called Assessment / Planning) will encompass an understanding of the current SAP ECC system and Peripheral systems (CRM/BW/SBP/ Integration) that need to be replaced.

The Discovery (Assessment/Planning) workshops will provide details on the peripheral systems and the specific requirements related to them.

PART II: ECC to S/4 HANA Migration

Part II will consist of the ECC to S/4 HANA Transformation and is outlined below.



Also, all the Enhancements which are required as part of ATT3 will be developed in the Migration Execution phase. A summary of the Enhancements is shown below: Enhancements given in part of ATT3 are priced separately.

Object Name	Total Number/s
Workflow	4
Reports	2
Automation	2
New Functionality	29
Process Improvement	19
Security Role	1

The steps for the S/4 HANA Migration are detailed below:

Migration Approach

The RFP mentions two approaches for SAP ECC transition to S/4HANA PCE:

1. In page 29, it is mentioned as *Selective Data Transition (SDT)*; and
2. In page 35, it is mentioned as *SAP Software Update Manager (SUM) with Data Migration Option (DMO)* hereinafter called as SUM/DMO.

Selective Data Transition – The SDT approach would be suitable where there is need for any of the below requirements:

1. Redesign the SAP Organization structure or
2. Carve out one or multiple regions for phased implementation or
3. Replicate a portion of historical data

Into new target system.

This RFP does not provide much detail on need for the SDT approach.

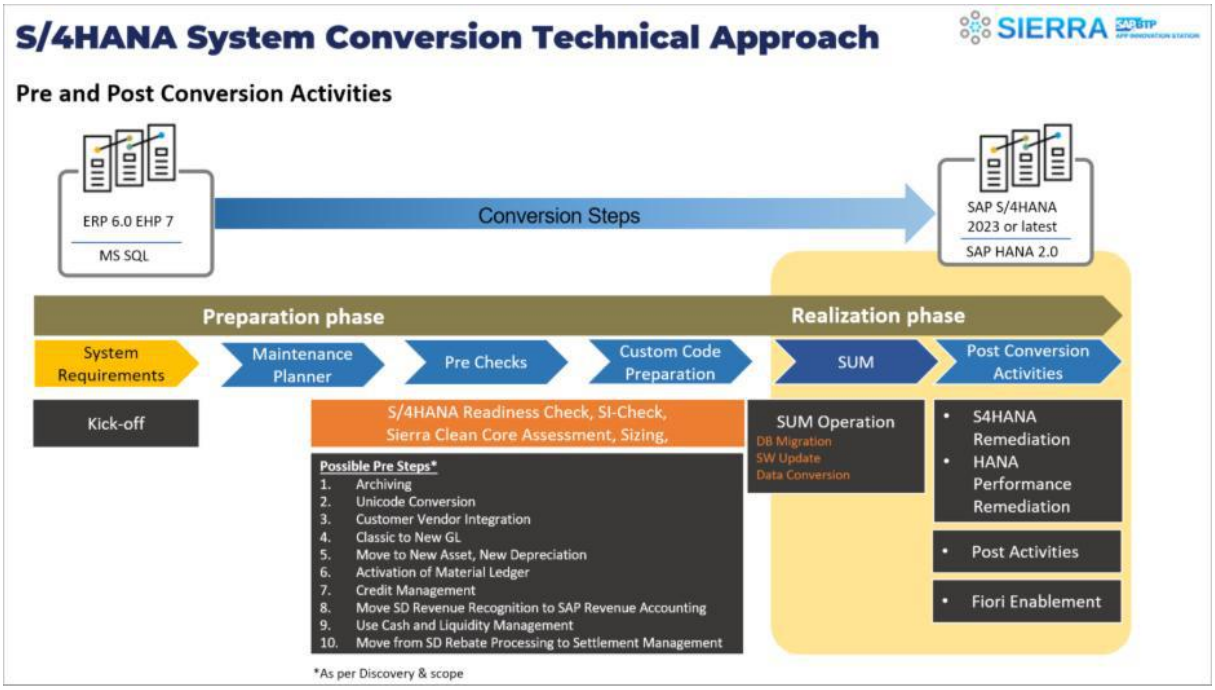
Hence, based on our understanding of the RFP and SDTMS SAP ECC transition requirements, we propose 'SAP Software Update Manager (SUM) with Data Migration Option (DMO)' as the Solution Approach to transition SAP ECC to S/4HANA PCE.

SDTMS Requirements Summary

We understand that MTS is looking for the following requirements:

1. Retain complete Historical transactions in the target system
2. Retain current SAP organizations structure like Controlling Area, company code, Plant, Purchase Organization etc. in the target system.
3. Retain master data like Customer and Vendor in the target system but these would be migrated to Business Partner with respective customer / Vendor roles to meet S/4HANA data model.
4. Master data quality is robust. Hence there is no need for data cleaning.
5. Retain custom enhancements but shall be remediated to meet S/4HANA data models and Simplification items.

Based on the above core requirements, Sierra proposes **"SAP Software Update Manager (SUM) with Data Migration Option (DMO)"** approach, as all the above requirements would be met with this migration approach.



The above diagram shows a typical SAP ECC transition to SAP S/4HANA PCE cycle. Below are the phases in a conversion cycle.

1. **Maintenance Planner**
   A tool used for planning and executing software changes, including the critical preparation phase for an S/4HANA transition.

It performs system conversion readiness checks, verifies add-on and business function compatibility, identifies potential SAP Notes to address compatibility issues, and generates the necessary stack configuration file (stack XML) for the Software Update Manager (SUM) to perform the actual conversion.

Sierra would run maintenance planner in Prepare and Realize phases (Sandbox and Development system) to obtain latest report to plan and execute Migration steps.

2. Pre Checks

Usual pre checks performed before a SAP ECC to S/4HANA PCE conversions are as below:

Sl.	Pre Check	In Scope	Description
1	Archiving	Yes	Back up and purge top 20 tables
2	Unicode Conversion	No	SAP ECC is already in Unicode
3	Customer Vendor Integration	Yes	Validate and carry out Customer Vendor Integration
4	Classic to New GL Conversion	No	SDTMS is already in New GL
5	New Asset Accounting conversion	No	Assuming SDTMS has no requirement for New Asset Accounting
6	Activation of Material Ledger	Yes	Activate Material Ledger
7	Credit Management	No	Assuming SDTMS is not utilizing this function.
8	SD Revenue Recognition move to SAP Revenue Accounting	No	Assuming SDTMS is not utilizing this function
9	Use Cash and Liquidity Management	No	Assuming SDTMS is not utilizing this function
10	Move SD Rebate processing to Settlement Management	No	Assuming SDTMS is not utilizing this function

If SDTMS requires any of the above functions that is indicated as not in scope can be included in the scope following Change Request Process.

These pre checks would be performed in Assessment/Planning phase

3. Custom Code Preparation for Remediation

Rerun custom code analysis SAP ATC Check,
The custom code would be adjusted prior and post SUM/DMO operation, for below reasons:

a. To be compatible with the changes due to Simplification Item and Fiori usage. (Mandatory, in scope).
b. To be compatible with the changes to the Data model as SAP S/4HANA core has simplified data model for real time reporting. (Mandatory, in scope)
c. To avail of performance benefits of SAP HANA in memory computing. (Mandatory, in scope)

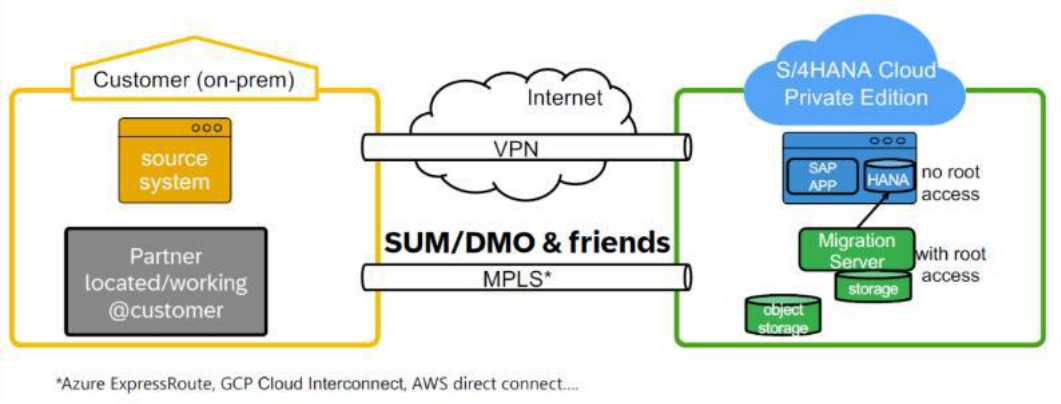
d. To leverage the benefits of Cloud Computing due to introduction of Cloud ABAP and Cloud services in SAP S/4 HANA PCE. (Optional, not in scope. This can be performed post Go Live as System Optimization project)

The effort of mandatory and in scope custom code remediations would be performed during Pre/Post SUM/DMO operation.

4. Re-platforming Enhancements

When a standard transaction is retired the enhancements in the standard transaction would be re-platformed in the new Fiori application. We estimate 10 such transactions to be re-platformed.

5. SUM/DMO Operation



Prerequisite step to start SUM operation is to establish VPN / MPLS connection between SAP RISE platform and on-premises datacenter.

There are two methods to perform transition to S/4HANA PCE using SUM/DMO option.

a. DMO with system move - downtime not optimized
b. DMOVE2S4 - Downtime optimized

On completion of discovery phase, Sierra will propose optimum migration option. The effort and cost provided in this proposal remain same, irrespective of which transition method is selected by SDTMS.

Transition to RISE and Sierra's Experience:

Sierra has worked on multiple implementations of RISE with SAP S/4HANA PCE. We have experience in performing below activities in partner role.

Sierra would work with SDTMS and SAP ECS in setting up the VPN/MPLS connection between SAP RISE platform and on-premises datacenter.

Sierra would also help SDTMS with onboarding to SAP RISE platform.

Sierra recommends using Data Migration server option in SAP RISE Platform so the root access would be provided by SAP ECS to install PAS (Primary Application Server) and migrate SAP ECC to S/4HANA using SUM/DMO option.

PART III: PERIPHERAL SYSTEMS TRANSFORMATION

Part III will consist of different smaller sub-projects which will encompass the transformation of peripheral systems. All different Peripheral systems, including integration, are listed below along with their high-level timelines.

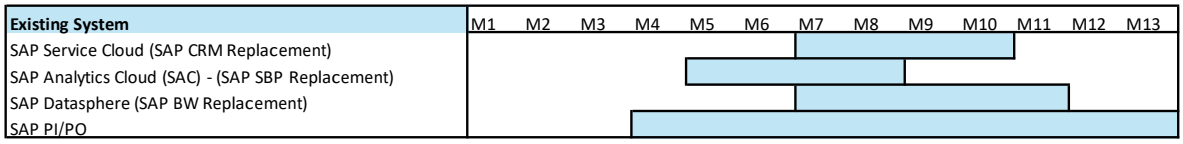
EXISTING SYSTEM	PROPOSED SYSTEM
SAP Customer Relationship Management	SAP Service Cloud
SAP SBP	SAP Analytics Cloud
(Professional) SAP BW	SAP Datasphere

Peripheral Systems also forms a major portion of the Project and will have a separate Project Manager and associated SMEs for the systems conducting the "Discovery Workshop" and the moving to the respective Systems.

Part II and Part III will have an overlap and as the S/4 HANA Systems get ready the required peripheral systems and related integration will be made ready.

Project Timelines for Peripheral Systems Replacement

The timelines which are tentative will be finalized after the Discovery workshop in Part I

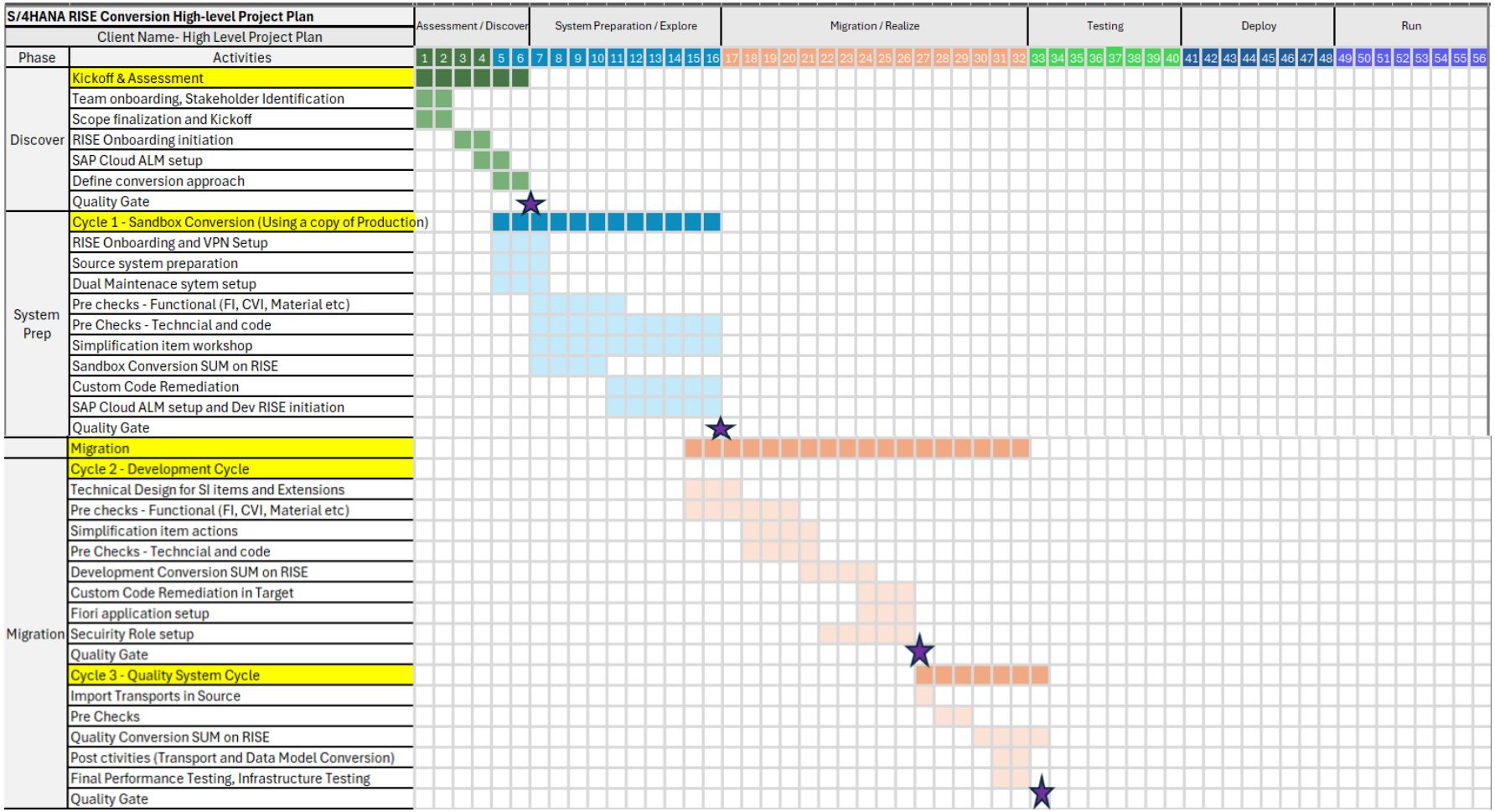


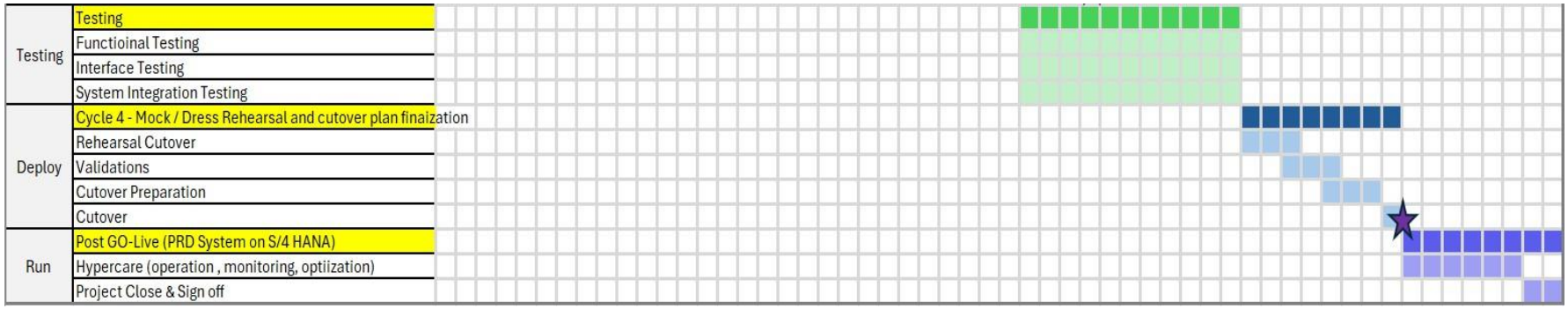
The Peripheral Systems Development Projects which are shown above will follow SAP's Activate Methodology to carry out these Projects.
The Activate Methodology will encompass the following steps / processes:

- Discover
- Prepare
- Explore
- Realize,
- Deploy, and
- Run

3.3. Project Phases

The Project Plan below shows the high-level breakdown of different phases of the ECC to S/4 HANA Migration Project.




Testing
Testing
Functioinal Testing
Interface Testing
System Integration Testing
Deploy
Cycle 4 - Mock / Dress Rehearsal and cutover plan finalization
Rehearsal Cutover
Validations
Cutover Preparation
Cutover
Run
Post GO-Live (PRD System on S/4 HANA)
Hypercare (operation , monitoring, optiization)
Project Close & Sign off

3.3.1. Assessment: Delta Reports, Migration Strategy/Roadmap

Kickoff

- Initiate the project,
- Identify stakeholders, stakeholder expectations, Business Processes
- Discuss and finalize Project deliverable scope.
- prepare project plans, schedules, Assign Roles to team
- Onboard the project team and obtain required system access
- Project kickoff

Assessment/Discovery Phase

System Landscape Review:

Sierra would conduct series of workshops to study the SAP ECC and the peripheral systems:

- Sierra will be doing a study of the Peripheral systems (CRM/SBP/SAP BW/ SAP PI/PO) to understand the functionality and requirements for the new systems to be configured.
- Discuss with MTS IT, SAP Technical team to identify implementation standards, naming conventions, adaptation of clean core concepts.
- Review systems integrated, interfaces, interface technologies, migration impact, plan to migrate to SAP BTP environment and Initiate Integration and Interface list preparation.
- Prepare high level technical architecture Design.
- Conduct RISE Onboarding procedures: The purpose of this task is to review all the onboarding documentation for the RISE with SAP S/4HANA Cloud Private Edition. Once the SAP Cloud ERP Private contract is signed by MTS, SAP will send emails with all necessary information and the next steps required to start the onboarding and provisioning process.
- Request and Provision SAP Cloud ALM application (SAP CALM). Setup implementation features of SAP CALM. Sierra recommends using SAP Cloud ALM for project implementation task assignment and project tracking. If MTS has a different tool/approach, Sierra follows that practice.
- Initiate initial SAP BTP access to the project team.
- Review and update Project Plan and schedules
- Execute maintenance Planner, SAP Readiness Check. From a functional perspective, the SAP Readiness Check result provides meaningful information to determine the activities that can be carried out in advance.
- Review the Data Migration requirements of Peripheral Systems.

The Simplification Items along with the Compatibility Scope Analysis, Financial Data Quality and Customer Vendor Integration Analysis, are the main inputs for a functional review of MTS system.

Conduct workshop to assist in consuming the functional findings of an SAP Readiness Check for SAP S/4HANA analysis in preparation for System Conversion.

- Define Conversion Approach, Conversion Cycles, Understand the projects in roadmap, project dependencies and define the dual maintenance architecture.

- Data Volume Assessment
    - Assess current database size versus required HANA memory, considering hot, warm, and cold data classifications.
    - Identify compression benefits of HANA versus the current database (MSSQL 2019).
    - Implement Data Volume Management (DVM) strategies, including archiving historical transaction data in compliance with MTS Policy 57 (ATT 4 Policy 57 Records Retention).
    - Evaluate upgrade requirements if memory estimates exceed existing infrastructure capacity.

Deliverables:

Kickoff:

1. Kickoff meeting conducted

Assessment

1. Document MTS implementation standards
2. Integration and Interface List
3. AS-IS and To-Be Architecture diagram
4. RISE onboarding initiated
5. SAP CALM provisioned and Implementation project created
6. SAP BTP Access to project team created
7. Project Plan updated
8. Maintenance Planner, Readiness Check executed in Sandbox
9. ATC Check for Custom Code executed in Sandbox
10. Data Volume management report and action item.
11. Document functional findings and decision taken for items listed in Readiness Check
12. Conversion approach, dual maintenance landscape finalized. Architecture diagram updated.
13. Summary of the Peripheral Systems their Requirements/Integrations

3.3.2. System Prep: Compatibility Analysis Report

A. System Preparation:

1. **RISE On Boarding**
   Sierra's team will work with MTS and SAP ECS to complete onboarding process. Once RISE onboarding is completed, SAP ECS will provide RISE Sandbox environment.

2. **MPLS/VPN Connection with RISE**
   Sierra's team will work with SAP ECS and MTS to establish MPLS / VPN connection between RISE Sandbox environment and MTS datacenter.

   As needed, Setup Cloud Connector, Single Sign on (SAML) trust configuration in SAP BTP, Destinations etc. in SAP BTP.

3. **RISE Migration Server Access**

Once VPN is established between RISE environments and MTS datacenter, Sierra team will gain root access to Migration server on RISE.

4. **Source System Preparation**
   The pre-conversion checks will be performed both by the technical and functional teams in Sandbox. This will include some pre-conversion configuration, cleaning up the data inconsistencies, and identification of Custom code that must be mandatorily adapted to S/4HANA. Parallelly the ABAP and technical teams remediate the code to adapt it to S/4HANA in Sandbox.

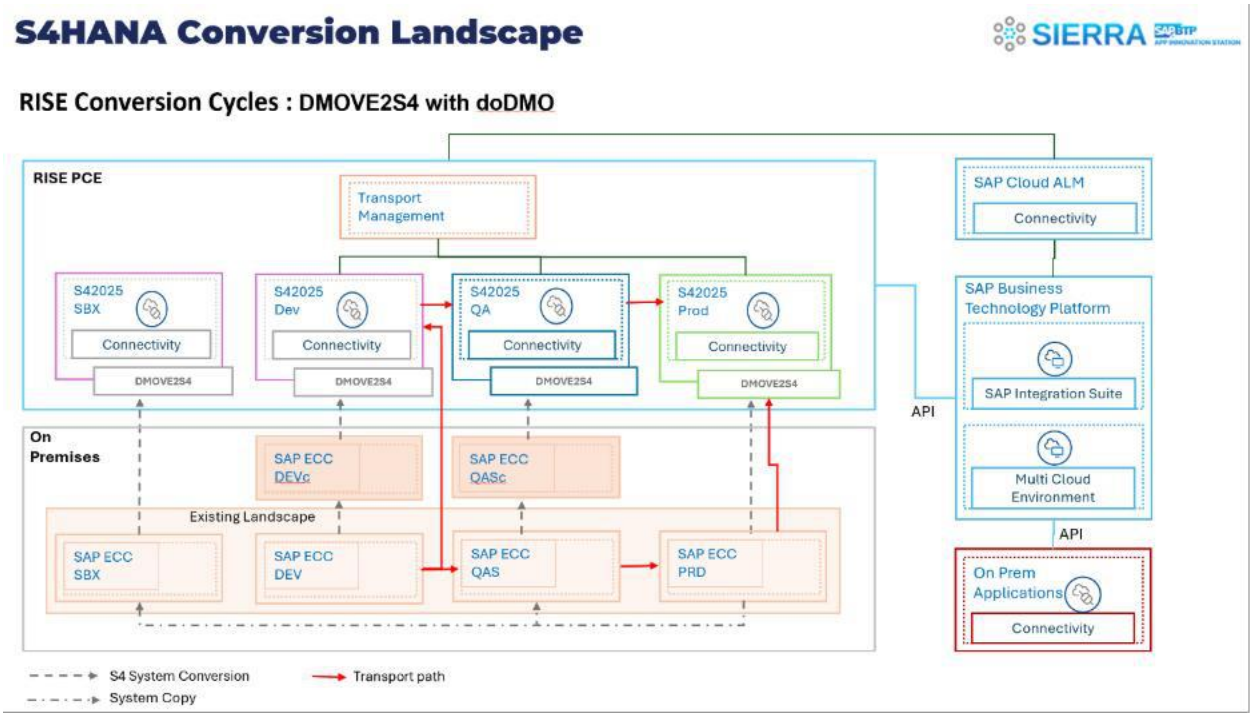
   - **Step 1:** The recent copy of the production database is copied to the existing SBX instance.
   - **Step 2:** By using SUM/DMO Sandbox instance will be Transitioned and converted to S/4HANA 2025 in the RISE Cloud.

5. **Decision on Dual Maintenance Landscape**
   Sierra proposes dual system landscape to support current production ERP application and to carry out any development in the current landscape.

   Dual system (n+1) systems would help Conversion project to continue without interruption and be focused on the conversion issues and steps.

   In rare cases, depending on customers policy like CHARM, we can plan a custom design for dual landscape.

   Sierra will conduct discussions with MTS IT and Application owners and come up with a dual system landscape design.



System Copy

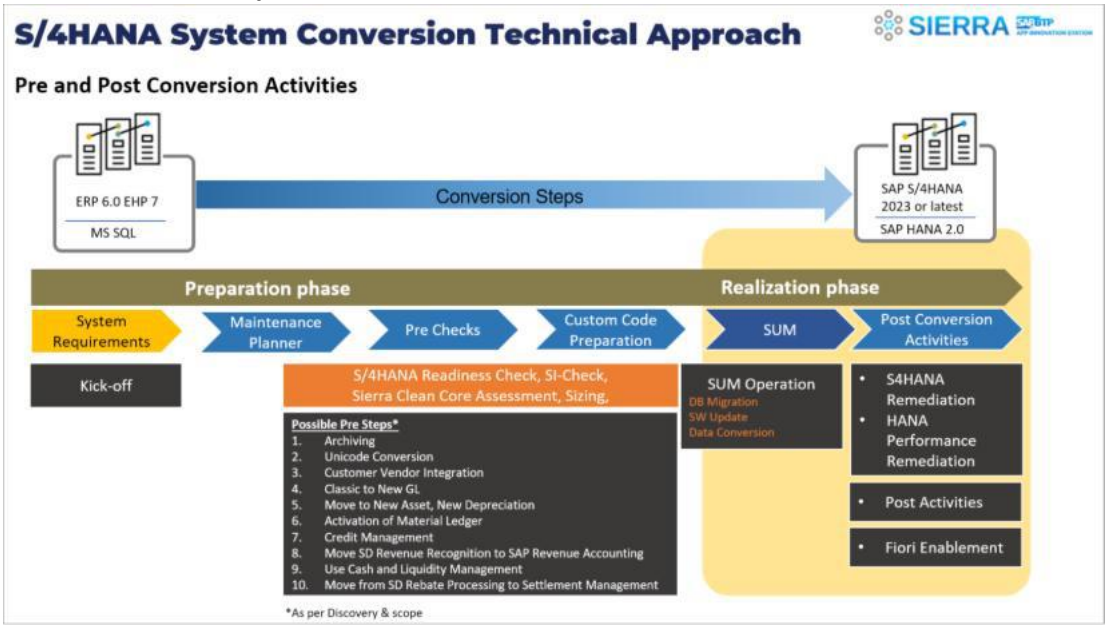
Sierra recommends performing below system copies and preparing Dual maintenance landscape

1. Sierra recommends system copy from Production to Sandbox before conversion.

2. Development copied to Dev n+1 for dual maintenance landscape. Break fix and emergency fixes would happen in this system and transported to QA n+1.

3. QA n+1 is built from Production system copy. This will be dual maintenance landscape for testing. Transport would be routed to Production from this system.

B. Pre Conversion Steps:



The above diagram shows a typical SAP ECC transition to SAP S/4HANA PCE cycle. Below are the phases in a conversion cycle specific to MTS.

1. **Pre Checks**
   Usual pre-checks performed before a SAP ECC to S/4HANA PCE conversions are as below: Based on the information available Sierra has identified below, which of the pre check and pre projects would be in scope and would be carried out in Migration Phase.

Sl.	Pre Check	In Scope	Description
1	Archiving	Yes	Back up and purge top 20 tables
2	Unicode Conversion	No	SAP ECC is already in Unicode
3	Customer Vendor Integration	Yes	Validate and carry out Customer Vendor Integration
4	Classic to New GL Conversion	No	MTS is already in New GL
5	New Asset Accounting conversion	No	Assuming MTS has no requirement for New Asset Accounting
6	Activation of Material Ledger	Yes	Activate Material Ledger
7	Credit Management	No	Assuming MTS is not utilizing this function.
8	SD Revenue Recognition move to SAP Revenue Accounting	No	Assuming MTS is not utilizing this function
9	Use Cash and Liquidity Management	No	Assuming MTS is not utilizing this function
10	Move SD Rebate processing to Settlement Management	No	Assuming MTS is not utilizing this function

If MTS requires any of the above functions that is indicated as not in scope can be included in the scope following "Post-Award Project Scope Change Management" Process as outlined in this proposal.

Sierra will review these S/4HANA conversion pre requirements with business users. Items that are identified as pre-requisites for conversion will be updated in "Conversion Pre Projects" excel sheet.

Certain mandatory dependencies would be carried out as pre projects so SAP ECC to s/4HANA transition will be smoothly carried out.

2. **Custom Code Preparation for Remediation**

Rerun custom code analysis SAP ATC Check,
The custom code would be adjusted prior and post SUM/DMO operation, for below reasons:

a. To be compatible with the changes due to Simplification Item and Fiori usage. (Mandatory, in scope).
b. To be compatible with the changes to the Data model as SAP S/4HANA core has simplified data model for real time reporting. (Mandatory, in scope)
c. Adapt custom workflows and reports impacted by new finance data structures (ACDOCA replacement for BKPF, BSEG etc.)
d. To avail of performance benefits of SAP HANA in memory computing. (Mandatory, in scope)
e. To leverage the benefits of Cloud Computing due to introduction of Cloud ABAP and Cloud services in SAP S/4 HANA PCE. (Optional, not in scope. This can be performed post Go Live as System Optimization project)

The effort of mandatory and in scope custom code remediations would be performed during Pre/Post SUM/DMO operation.

- Identify PFCG Authorization roles related to current business processes and map to s/4Hana Fiori Apps. Log the authorization in "S/4HANA Authorization Role List" document.
- Re-platforming enhancements

When a standard transaction is retired the enhancements in the standard transaction would be re-platformed in the new Fiori application. This will be logged in **Process Gap – Extension Document**. We estimate 10 such transactions to be re-platformed.

3. **Data Volume Management**
Sierra will work with MTS Application Administrator to Identify compression benefits of HANA versus the current database. The potential size reduction would be calculated.

C. Conversion Steps

1. **Maintenance Planner**
   A tool used for planning and executing software changes, including the critical preparation phase for an S/4HANA transition.

   It performs system conversion readiness checks, verifies add-on and business function compatibility, identifies potential SAP Notes to address compatibility issues, and generates the necessary stack configuration file (stack XML) for the Software Update Manager (SUM) to perform the actual conversion.

   Sierra would run maintenance planner in Prepare and Realize phases (Sandbox and Development system) to obtain latest report to plan and execute Migration steps.

   Simplification Item Check Workshop

   Conduct workshops with all MM, FI-CO, PM/EAM, PS, HCM process end-users to comprehend the current process relevant simplification items listed in Readiness Check that have an impact on S/4HANA conversion.

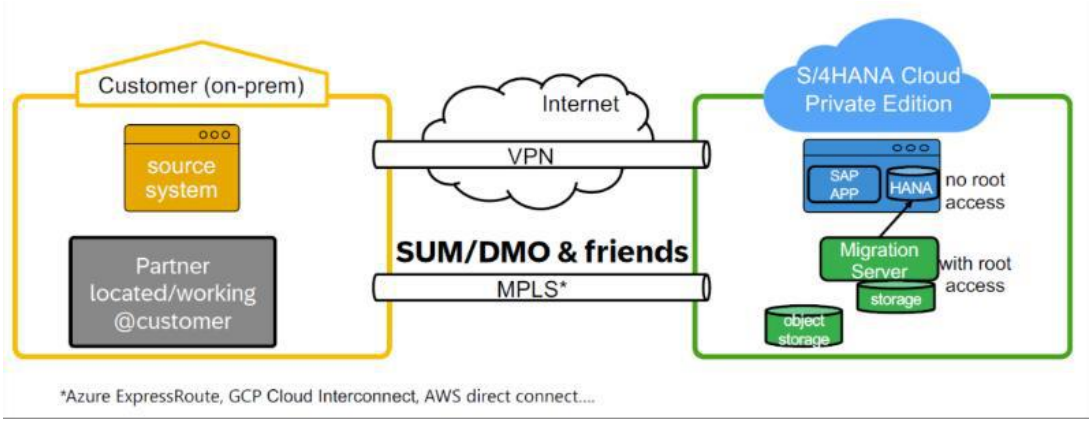
   The below details are gathered from the 'ATT 2 SAP S4 Migration Report List'.
   Simplification Items (SI) that are in scope for review in workshop with 10% variations in the count when the readiness check is run in this phase.

   - There are 97 simplification items that are relevant to business processes in operation in SAP ECC system. This will be reviewed in this workshop.
   - There are 294 Simplification activities to be performed in the preparation and realize phase. These are part of the scope items to be performed for smooth transition to SAP S/4HANA PCE.

   In each business process workshop, perform the following activities:

   - Analyze actions recommended for each simplification item in readiness check. For Conversion dependent SI items, act like apply OSS note, code fix etc.
   - Log in "Simplification Item Action Log" document to reimplement in Development.
   - Validate the functional difference and document in Business Process Document for Training Plan purpose.
   - Identify if any Process Gap and log them in Process Gap - Extension Document for Extension Development. Prioritize the extensions as High, Medium and Low. These extensions would be clubbed with part of ATT3 Enhancements**. If the gap identified is not part of ATT3, they will be considered as change to this SOW and follow POST-AWARD / Project Scope Change Management** as outlined in this proposal.
   - Carry out recommendations provided in readiness check.

2. **SUM/DMO Operation**



*Prerequisite step to start SUM/DMO operation is to establish VPN / MPLS connection between SAP RISE platform and on-premises datacenter.

There are two methods to perform transition to S/4HANA PCE using SUM/DMO option.

- DMO with system move - downtime not optimized
- DMOVE2S4 – Downtime optimized

The effort and cost provided in this proposal remain same, irrespective of which transition method is selected by MTS.

Execute SUM/DMO Operation Steps:

a. Backup current system
b. Start SUM/DMO
c. Apply all OSS notes relevant to the system components
d. Post Conversion steps
e. Fiori launchpad Configuration
f. System check
g. System handover to application users

D. Post Conversion Steps

1. **SAP Cloud ALM setup**
   Sierra will obtain access to SAP Cloud ALM and set up SAP Cloud ALM instance. Create Implementation project and import SAP S/4HANA private cloud Edition Project Plan. Setup systems, users.

   Sierra will train key MTS users to use SAP Cloud ALM.

   This is optional. If MTS has alternate tools for Project Management and document repository, Sierra will follow MTS' recommendations.

E. Others

a. Update SAP Cloud ALM with project Tasks

b. Initiate Development RISE provisioning.
c. Perform system copy to create dual maintenance n+1 landscape

Deliverables

System Preparation

1. RISE onboarding initiated (This depends on SAP ECS timeline)
2. MPLS / VPN connection established between RISE and MTS Datacenter (This depends on MTS network and SAP ECS team availability).
3. Configure as needed, Cloud connector, SAML Single sign on Trust set up in SAP BTP.
4. Gain RISE Sandbox Migration server root access (This depends on SAP ECS timeline)
5. Dual system landscape approach decided

Pre Conversion

1. Pre conversion functional validations carried out (Pre Checks). Mandatory conversion dependencies carried out.
2. Custom code analyzed using ATC or Custom code analysis Fiori app from BTP. Migration. Mandatory code remediations are carried out to start SUM/DMO.
3. Customer / Vendor Integration pre conversion steps carried out.
4. Data volume strategy completed.

Conversion

1. Execute Maintenance Planner, Readiness Check
2. Conduct Simplification Item check workshop and update Simplification Item Action Log document.
3. Execute SUM/DMO conversion for Sandbox environment
4. Configure required Fiori apps in launchpad
5. Successful conversion of Sandbox and application users can access PR, PO and Invoice transaction via Fiori Launchpad.

Post Conversion

1. Set up SAP Cloud ALM – implementation project
2. Updated Business Process document per module
3. Process Gap – Extension Document
4. S/4HANA Authorization Role List - document

Others

1. Update SAP Cloud ALM project with Gap Tasks
2. Provisioning of Development RISE S/4HANA system initiated
3. Dual Maintenance n+1 systems provisioned, and transport path configured.

3.3.3. Migration: Validated data, Cut-Over Plan

3.3.3.1. Development System Migration

Phase Prerequisites:

1. Sandbox is transitioned and Conversion to S/4HANA completed.

2. Development RISE migration sever is provisioned and root access to migration server is provided to Sierra team
3. Dual Maintenance landscape if operational

Phase Inputs:

1. Conversion Pre Projects excel
2. Simplification Item Action Log document
3. Business Process Document per module
4. Process Gap – Extension Document
5. S/4HANA Authorization Role List document.

The below steps are carried out in Development environment – SAP ECC on premise and SAP RISE Development tenant.

A. Development Migration

1. Sierra will Prepare Technical Design all extensions identified in "Process Gap - Extension Document".
2. Conduct workshops to review business processes with MM, FI-CO, PM/EAM, PS, HCM end users and review "Conversion pre project" items listed in "Conversion Pre Projects" excel
3. Implement Data Volume Management (DVM) strategies, including archiving historical transaction data in compliance with MTS Policy 57 (ATT 4 Policy 57 Records Retention).

B. Pre Conversion Steps

1. Pre Checks

Carry out below listed pre perquisite conversion Pre-Projects in Development system.

Sl.	Pre Check	In Scope	Description
1	Archiving	Yes	Back up and purge top 20 tables
2	Customer Vendor Integration	Yes	Validate and carry out Customer Vendor Integration Pre conversion steps
3	Activation of Material Ledger	Yes	Activate Material Ledger

Also carry out prerequisite conversion Pre-Projects listed in "Conversion Pre Projects" excel.

Some of the other checks carried out in this phase are:

- General Finance Pre-check related error
- General Finance Pre-check (Other than Asset Accounting)
- Checking Prerequisites for New Assets Accounting
- Compare local ledgers, global ledgers, and ledgers with varying fiscal year variants and charts of accounts to each other.
- Check List of Stock Values: total quantity and value of the stock of one or more materials at plant and storage location level.

- Compares the totals of the values from the material master's with the balances of the assigned stock accounts.
- Check consistency of the document views (BSIS, BSAS, BSID, BSAD, BSIK, and BSAK) with the line items in table BSEG.
- Check Tables BSIS, BSIK, BSID, BSIM, BSAS BSAK BSAD, FAGLFLEXA, FAGLFLEXT and TFC_COMPARE_VZ
- Run report CVI_UPGRADE_CHECK_RESOLVE to check consistency of customizing settings and to identify missing customizing entries. Correct the missing entries.
- Run BP pre-check report PRECHECK_UPGRADATION_REPORT to verify the results.

2. Custom Code Preparation for Remediation

Rerun custom code analysis SAP ATC Check,
The custom code would be adjusted prior and post SUM/DMO operation, for below reasons:

a. To be compatible with the changes due to Simplification Item and Fiori usage. (Mandatory, in scope).
b. To be compatible with the changes to the Data model as SAP S/4HANA core has simplified data model for real time reporting. (Mandatory, in scope)
c. Adapt custom workflows and reports impacted by new finance data structures (ACDOCA replacement for BKPF, BSEG etc.)
d. To avail of performance benefits of SAP HANA in memory computing. (Mandatory, in scope)
e. To leverage the benefits of Cloud Computing due to introduction of Cloud ABAP and Cloud services in SAP S/4 HANA PCE. (Optional, not in scope. This can be performed post Go Live as System Optimization project)

All the custom code remediations items identified would be performed post conversion. Capture all configuration fixes and code fixes in **Transport Request**.

SAP provided tools like ATC Check, Custom Code Analysis Fiori Application would be used to perform automatic and semi-automatic fixes. Items that don't have an automatic fix, would be fixed manually.

Since we estimated the custom development code objects like SE38 programs, BADI etc are less than 300, we are not proposing 3rd party remediation tools.

3. Data Volume Management

Sierra will work with MTS Application Administrator to Identify compression benefits of HANA versus the current database. The potential size reduction would be calculated.

C. Conversion Steps

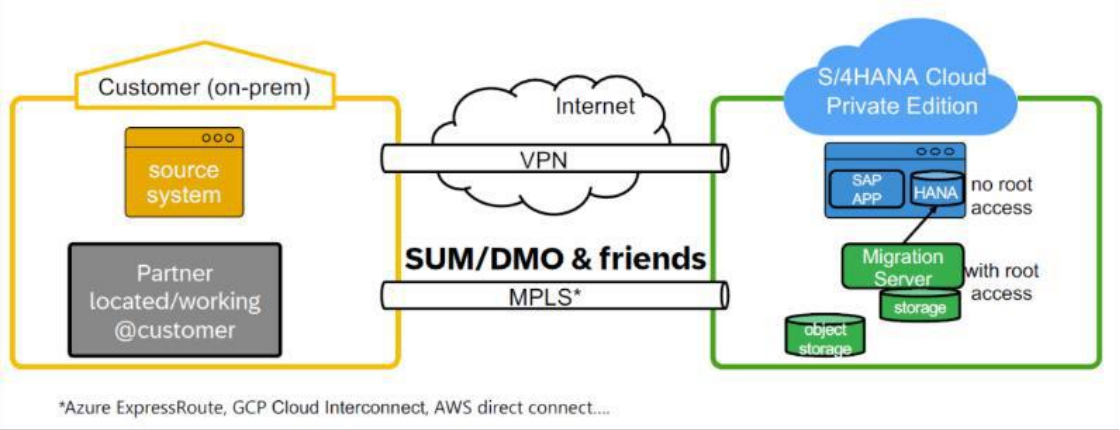
1. Maintenance Planner

A tool used for planning and executing software changes, including the critical preparation phase for an S/4HANA transition.

It performs system conversion readiness checks, verifies add-on and business function compatibility, identifies potential SAP Notes to address compatibility issues, and generates the necessary stack configuration file (stack XML) for the Software Update Manager (SUM) to perform the actual conversion.

Sierra would run maintenance planner in Prepare and Realize phases (Sandbox and Development system) to obtain latest report to plan and execute Migration steps.

2. SUM/DMO Operation



*Prerequisite step to start SUM/DMO operation is to establish VPN / MPLS connection between SAP RISE platform and on-premises datacenter.

There are two methods to perform transition to S/4HANA PCE using SUM/DMO option.

a. DMO with system move - downtime not optimized
b. DMOVE2S4 – Downtime optimized

The effort and cost provided in this proposal remain same, irrespective of which transition method is selected by MTS.

Execute SUM/DMO Operation Steps:

a. Backup current system
b. Start SUM/DMO
c. Apply all OSS notes relevant to the system components in SAP ECC. Capture in Transport Request.
d. Post Conversion steps – SPAU / SPDD
e. Fiori launchpad Configuration
f. System check
g. System handover to application users

D. Post Conversion

Carry out Customer Vendor Integration and migration of Customers and Vendors to Business Partners.

1. Post migration activities

This sub phase comprises of the steps which are described in detail below:

a. Pre-Data migration activities
   i. Settings in GL (Update Ledger configuration, verify Accounting Principles and verify valuation areas.
   ii. Configure New Asset Accounting (Update Chart of Depreciation)
   iii. Configure controlling (Account based CO-PA and Operating concern settings)
b. Data Migration
   i. Migration of cost elements
   ii. Migration of Line items
   iii. Migration of Balances
   iv. Reconciliation of migrated data
   v. Finishing migration
c. Activities post migration
   i. Testing
   ii. Post migration activities. E.g.: Migrate house banks
   iii. Other technical steps (Creating back up tables)

2. Clean Core Extension Development in RISE platform
   a. Implement OSS notes and code fixes for all items listed in Simplification Item Action Log document.
   b. Develop all the process gap items identified in Simplification Item check workshop and listed in **Process Gap - Extension Document and part of ATT 3 items, if the cost and effort is approved by MTS. The cost and effort for this is provided as PART II of this proposal.**
   c. Replace obsolete Remote Function Calls (RFC) calls with Open Data Protocol (OData) Application Programming Interfaces (API) or Business Application Programming Interfaces (BAPI) where required.

3. ECC Security Roles mapped to S/4HANA Fiori applications
   a. Validate the authorization in "S/4HANA Authorization Role List" document.
   b. Perform required adjustments to back-end and front-end PFCG Roles

E. Others

Carry out below additional tasks:

a. Update SAP Cloud ALM task status
b. Initiate Quality RISE provisioning.

Deliverables for Migration/Realize Phase

Development Migration

1. Technical Design Documents for Extensions
2. Workshop results for "Conversion Pre Project"
3. Data Archiving (backup/purge) completed

Pre Conversion

1. Items in "Conversion Pre Projects" completed

Conversion

1. Pre conversion custom code adjustments completed
2. Execute Maintenance Planner, Readiness Check
3. Execute SUM/DMO conversion and hand over RISE S/4HANA system to application users.
4. Configure required Fiori apps in launchpad
5. Successful conversion of Development and application users can access PR, PO and Invoice transactions via Fiori Launchpad.

Post Conversion

1. All high and medium priority extensions listed in "Process Gap – Extension Document" is completed.
2. PFCG Roles adjusted for Fiori applications.
3. Updated Functional Specification signed off
4. Updated Technical Specifications signed off
5. Module wise Process Flow diagrams signed off

3.3.3.2. Quality System Migration

Phase Prerequisites:

1. Development is transitioned and Conversion to S/4HANA completed.
2. Quality RISE migration sever is provisioned and root access to migration server is provided to Sierra team.
3. Dual Maintenance landscape if operational

Phase Inputs:

1. Conversion Pre Projects excel
2. Process Gap – Extension Document

The below steps are carried out in Quality environment – SAP ECC on premise and SAP RISE Quality tenant.

A. Development Import

1. Import Development and Configuration TR into Quality SAP ECC.

B. Pre Conversion Steps

1. **Pre Checks**
   Carry out required pre-perquisite conversion Pre-Projects in Quality system, that are not transported.

2. **Custom Code Preparation for Remediation**
   Import development and workbench TR. Validate TR.

C. Conversion Steps

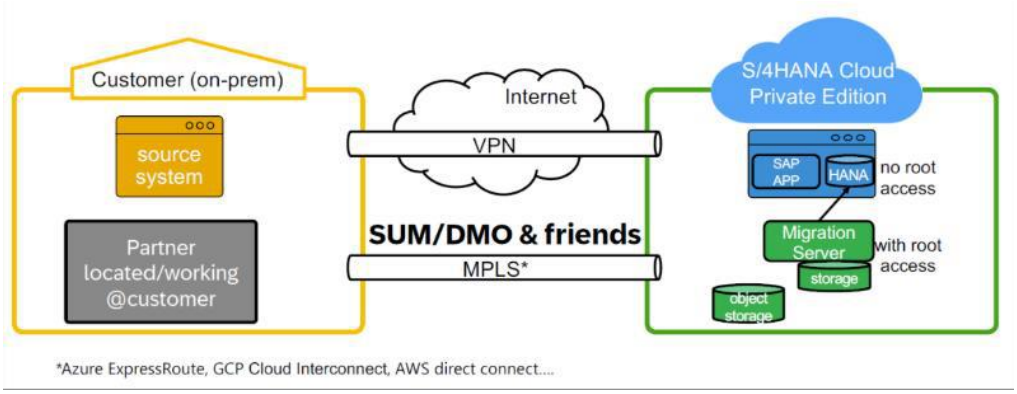
1. Maintenance Planner

A tool used for planning and executing software changes, including the critical preparation phase for an S/4HANA transition.

It performs system conversion readiness checks, verifies add-on and business function compatibility, identifies potential SAP Notes to address compatibility issues, and generates the necessary stack configuration file (stack XML) for the Software Update Manager (SUM) to perform the actual conversion.

Sierra would run maintenance planner in Prepare and Realize phases (Sandbox and Development system) to obtain latest report to plan and execute Migration steps.

2. SUM/DMO Operation



*Prerequisite step to start SUM/DMO operation is to establish VPN / MPLS connection between SAP RISE platform and on-premises datacenter.

There are two methods to perform transition to S/4HANA PCE using SUM/DMO option.

a. DMO with system move - downtime not optimized
b. DMOVE2S4 – Downtime optimized

The effort and cost provided in this proposal remain same, irrespective of which transition method is selected by MTS.

Execute SUM/DMO Operation Steps:

a. Backup current system
b. Start SUM/DMO
c. Import TR
d. Post Conversion steps
e. Fiori launchpad Configuration
f. System check
g. System handover to application users

D. Post Conversion

1. Carry out required post Conversion tasks in Quality RISE environment
2. Import Clean Core Extension in RISE QA platform

E. Others

1. Update SAP Cloud ALM task status
2. Update cutover checklist.
3. Initiate Rehearsal system in RISE platform.

F. Hypercare Plan

Plan for Hypercare support. Anticipate type of issues that would raise and how it could be addressed.

Prepare a Plan for types of issues in Hypercare and how to address them.

- User Issues
  - Password settings
  - user administration
- Technical Issues
  - System performance
  - System connectivity
- Change Management Issues
  - Unaware of new features
  - Unaware of new UI navigation

Prepare communication plans to send out to users about the contact details, method of raising issue tickets, classification of issues, Identifying the severity and priority of issue.

Deliverables for Migration/Realize Phase

Quality System Migration
Development Import

1. Import development of transport.

Conversion

1. Execute SUM/DMO conversion and hand over RISE S/4HANA system to application users.
2. Fiori Applications enabled
3. Quality System handed over to application users.
4. Updated cutover checklist
5. Successful conversion of Quality system and application users can access PR, PO and Invoice transaction via Fiori Launchpad.

Hypercare Plan

1. Hypercare Plan and checklist

3.3.4. Testing: Test Plans/Cases/Results

Testing

Our recommended approach to user executed system testing centers on structured collaboration between business users and the project team to validate that the system meets real-world operational needs. This begins with identifying key users, typically Subject Matter Experts (SMEs), who understand the business processes and can simulate realistic scenarios. These users will be equipped with well- defined test cases that reflect actual workflows, including edge cases and exception handling. The testing environment will closely mirror production, using representative data and fully integrated systems to ensure accuracy. Prior to execution, users will receive clear instructions, training materials, and access to support channels to resolve issues quickly. During testing, all findings are documented with detailed reproduction steps, severity ratings, and screenshots where applicable. Daily feedback loops and issue triage sessions help maintain momentum and ensure rapid resolution. Once critical issues are addressed and retested, formal sign-off from business stakeholders confirms readiness for deployment. This approach not only validates system functionality but also builds user confidence and ownership in the final solution.

Our Testing is structured around a phased, business-driven model ensuring quality, adoption, and audit compliance:

- Unit Testing: Conducted by Sierra consultants to validate configuration and development.
- System Integration Testing (SIT): Validate end-to-end processes across functional areas.
- User Acceptance Testing (UAT): Led by MTS SMEs with Sierra guidance.
- Mock Cutovers: Simulate go-live with data migration, batch cycles, and reconciliations to build confidence and minimize risk.
- Fix all the High and Medium priority issues raised in System Integration Testing and User Acceptance Testing.

System Preparation Phase - Testing and Validation

- The 'System Preparation' Phase of the process involves the following:
- Establish and align testing organization objectives and goals with leadership's vision across business lines,
- Assess testing organization to identify improvements,
- Develop testing strategy,
- Secure and mobilize internal and external testing resources,
- Evaluate and select testing tools,
- Plan testing environment to support testing strategy.
- This holistic approach provides MTS assurance that an integrated testing platform and process will be established and maintained upfront.

Design Phase - Testing and Validation

- The 'Design' Phase of the process involves the following:
- Develop detailed test plans and define test data,
- Train resources on testing techniques and test governance

- Procure testing tools and environment,
- Conduct software reviews,
- Develop, simulate and evaluate models based on software design,
- Establish and help improve governance processes and procedures to be used in testing.
- The design phase of the testing and validation provides the structure for the Test and Validation plans and reports, traceability matrices, testing schedules, testing processes and procedures, documentation reviews, and integrated test cases and procedures. All in alignment and coordinated with the Project implementation lifecycle.

Migration Phase Testing and Validation

- The 'Build' Phase of the process involves the following:
- Conduct Unit Testing with static and dynamic testing techniques,
- Continue to execute simulations and discuss recommendations with development team,
- Develop metrics and initiate testing progress and results reporting,
- Configure and shakeout Integration, System and Non-Functional testing environments,
- Develop test cases and scripts.
- In coordination with the 'Requirements' and 'Design' phases of the testing and validation, the 'Build' phase involves some of the core components including the construction of test cases and the actual testing of the model.

Testing Phase - Testing and Validation

- The 'Validate' Phase of testing forms the basis for key validation of the integrated components of the data sharing services and technologies and includes:
- Execute testing:
    - Step 1 – Integration,
    - Step 2 – System,
    - Step 3 – Performance and other non-functional testing,
    - Step 4 – User Acceptance

Issue Resolution

A formal process will be employed to track and resolve project issues. The following general procedure will be used to identify and manage project issues:

- Identify
- Document
- Assign responsibility
- Monitor and report progress
- Communication issue resolution

3.3.5. Training: Manuals/sessions

Our recommended approach to training is structured, role-based, and aligned with the overall change management strategy to ensure high adoption and sustained user proficiency. We begin with a training needs assessment to identify impacted roles, skill gaps, and system touchpoints across the organization. This feeds into a training strategy and curriculum tailored to each user group, end users, super users, functional leads, and technical teams.

Training is delivered through a blend of instructor-led sessions, eLearning modules, and hands-on labs, leveraging real SAP S/4HANA environments to simulate business scenarios. We incorporate job aids, quick reference guides, and process walkthroughs to reinforce learning and support post-go-live performance. Our approach also includes train-the-trainer programs to build internal capability and ensure long-term sustainability.

To maximize effectiveness, we align training with business process changes, using our library of over 400 business process maps to contextualize system functionality. We also integrate training into mock conversion cycles and user acceptance testing (UAT), allowing users to validate data and processes in real-time. Training delivery is tracked through KPIs such as completion rates, knowledge assessments, and feedback surveys, ensuring continuous improvement and readiness for go-live.

Our Training strategy is designed to build confidence, adoption, and self-sufficiency across MTS' user community. We use a blended learning model combining classroom sessions, role-based workshops, e-learning modules, and practice labs. Training begins early, is iterative, and aligns project phases so that knowledge transfer happens throughout the program.

- Role-Based Training: Tailored for end-users (AP clerks, PRA analysts, land admins), power users (workstream SMEs), and technical staff (IT, integration engineers).
- Phased Learning: Awareness → Deep-Dive Workshops → Hands-On Practice → Post-Go-Live Refresher.
- Train-the-Trainer Model: Identify and equip MTS super-users to cascade knowledge across business functions, ensuring continuity post-implementation.

The following process design diagrams and documentation that we will use for this implementation will include the following:

- End-to-end process flows and subprocess swim lanes created in Signavio or Visio.
- Role-to-process mapping to clarify which user groups are responsible for which tasks.
- "Day-in-the-Life" job aids showing how roles execute their work in SAP S/4HANA.
- SOPs and Quick Reference Guides distribute digitally via SharePoint or intranet portals.

As part of the implementation, Sierra will deliver a comprehensive process design and documentation package that supports solution design, testing, training, and long-term adoption. These deliverables will act as the authoritative source for how MTS business processes are configured and executed within SAP S/4HANA.
Key documentation elements include:

- **End-to-End Process Flows:** High-level and detailed subprocess swim lanes created in **SAP Signavio** or **Visio**, covering critical value streams such as Record-to-Report, Procure-to-Pay, Order-to-Cash, Acquire-to-Abandon, and Production Revenue Accounting. These flows incorporate both system and manual activities to give a complete view of process execution.
- **Role-to-Process Mapping:** Clear mapping of responsibilities across user groups, ensuring each process step is owned by a designated role (e.g., finance analysts, PRA accountants, land administrators). This strengthens accountability and supports training, security, and compliance alignment.

- **"Day-in-the-Life" Job Aids:** Practical, scenario-driven guides that show how typical roles (e.g., a JIB analyst or revenue accountant) perform their daily, weekly, and monthly tasks in SAP S/4HANA. These help users understand not only the transaction but also its business impact.
- **Standard Operating Procedures (SOPs) & Quick Reference Guides:** Detailed step-by-step instructions and visual aids, published digitally via SharePoint or intranet portals. These serve as quick-access materials for frontline users and can be refreshed in sync with SAP quarterly release cycles.
- **Compliance & Control Annotations:** Process flows and SOPs will be tagged with SOX, SEC, and IPO-readiness checkpoints, ensuring transparency for auditors and regulators.
- **Traceability & Governance:** A process-to-requirement-to-test case traceability matrix will be maintained, ensuring end-to-end visibility from design through UAT and training.
- **Version-Controlled Repository:** All assets will be maintained in a central, version-controlled repository (e.g., SharePoint, SAP Solution Manager, or Cloud ALM) to ensure that documentation evolves alongside the system and remains on an evergreen knowledge base.

This structured approach ensures MTS receives not only a working system but also a complete library of process knowledge that supports user adoption, audit readiness, and scalability as the business grows.

Training Plan

Project Stage	Description	Number of Days
At the start of the Project (Using PPT)	Workshop to explain the Conversion Process to the IT and Project team from MTS	1
	Workshop for each Module (FI, Logistics etc.) to Include • Differences between the current ECC and S/4 2023 or latest Functionality	1
	Workshop to the ABAP team • Custom Code Remediation process • Fiori App Enablement process	1
	Basis - Training to explain HANA Administration	1
	Basis - training to explain the Technical Conversion process	2
Post-Pre-Conversion Checklist run (using QAS Instance):	Workshop in each Module (FI, Logistics) • Review of Simplification List in their respective areas • Review of the Inconsistencies and possible resolution options	2
	Workshops for each ABAP team to Include. • Review of Simplification List in the Custom Code	2
Post Conversion of Mock1 (using QAS Instance):	Workshops for each Module (FI, Logistics) to Include • Differences between the current ECC and S/4 2021 Functionality	2
	Workshops for each ABAP team to Include. • Explain the Custom Code Remediation • Standard Fiori App Enablement	2
	Basis - Training to explain HANA Administration	1

Deliverables

1. Training Plan
2. Training Materials
3. Training log

All the Training as requested will be conducted with onsite resources.

3.3.6. Go-Live: Checklist, Cutover Execution

Rehearsal cutover
Sierra proposes to conduct one rehearsal cutover to measure the exact time taken and sequence and update the cutover checklist.

The sandbox infrastructure could be re-used for rehearsal cutovers.

During Rehearsal cutover, below activities would be performed:

- **Test Timing and Dependencies:**
  - Identify critical steps and ensure that tasks are executed in the correct sequence with proper timing.
- **Confirm Resource Readiness:**
  - Verify that all personnel, tools, and necessary resources are available and ready for the actual cutover.
- **Ensure Data Migration Accuracy:**
  - Practice and validate the process of migrating master and transaction data to the new SAP system.
- **Verify System and Integration Functionality:**
  - Confirm that all system components, interfaces, and integrations work as expected in the production environment.
- **Identify Risks and Issues:**
  - Uncover potential problems or risks in a controlled environment that may not have been previously considered.
- **Reduce Business Disruption:**
  - By streamlining the process through practice, the goal is to minimize downtime and business impact during the final cutover.
- **Build Team Confidence:**
  - A successful rehearsal boosts the team's confidence and overall preparedness for the final go-live event.
- **Cutover Planning:**
  - Update Cutover checklist, plan for cutover period, duration, financial closure activities, identifying stakeholders to be communicated.
- **Rollback Planning:**
  - Plan Rollback strategy. List out Decision points for Rollback.

Cutover Preparation

Cutover Plan

- **Pre-Cutover Activities:**
  - **System Readiness:** Preparing the SAP production environment and performing final system configurations.
  - **Data Extraction & Freeze:** Finalizing and extracting all necessary data from the legacy system and establishing a data freeze to prevent further changes in the old system.
  - **User Readiness:** Ensuring end-users are adequately trained and prepared to use the new system.
- **Cutover Execution (Just before Go-Live):**
  - **Backup/Rollback snapshot**: Execute Production system full backup
  - **Migration:** Import Transports. Start SUM/DMO process
  - **Rollback Point:**
  - **Configuration:** Manual setup of configurations that cannot be transported automatically, such as number ranges.
  - **Interface Activation:** Setting up and activating integrations between the new SAP system and other systems.
  - **Reconciliation:** Verifying that the transferred data in the new system matches the extracted data from the legacy system.
- **Go/No Go decision**
  - No critical disruptions are reported during Go-Live.
  - Validate Go/No Go decision points and confirm with steering committee whether the
- **Post-Go-Live Activities:**
  - **System Validation:** Monitoring the system to ensure it functions correctly and without performance issues under user workload.
  - **Go-Live Support:** Providing hyper care support to users to resolve issues and ensure a smooth transition to daily operations.

Rollback Plan
An SAP system conversion rollback involves restoring a system to its pre-conversion state, typically via a database snapshot or a fallback strategy designed during the planning phase

Fallback Snapshot:
The most robust method for rolling back a complete SAP system conversion is to revert to a fallback snapshot of the database taken before the conversion began. This allows for restoration to the original state.

3.3.7. Post-Go-Live: Hypercare Plan, Closure Report

Hypercare plan is a critical post-go-live support strategy that provides a short, intensive period of elevated support to address immediate user issues, stabilize the system, and ensure smooth user adoption after an SAP system goes live.

Hypercare Support includes:

Dedicated Team: A SWAT team will be formed consisting of Project Lead/Manger, development team, sector specialists, business users to address the production issues on high severity / high priority basis.

When the agreed Hypercare period is completed, Sierra will hand over the system to MTS for Support operation.

Sierra follows the process below to close Project and handover the application to MTS:

Prepare Plan	Plan knowledge transfer topics, workshop schedule, communicate to stakeholders, reserve workshop halls
Onboard resources	Request MTS to provide list of resources to gain Knowledge transfer
Knowledge acquisition	Conduct workshops, lectures, demonstrations, review documents
Shadow support (optional)	Current supporting partner resources will be performing the task, MTS resources will be observing
Reverse Shadow support (optional)	MTS resources will be performing task, Siera resources will be observing.
Phase closure	Sierra Project Manager along with MTS Project manager will Sign off know-how of every topic is transitioned successfully.

3.4. Post-Award/Project Scope Change Management

The following Project Scope Change Management process will be used to manage alterations to this SOW. Sierra will not perform out of scope work or services until a Project Change Request has been approved.

1. Notification of intended changes will be communicated in writing to MTS Project Manager via a Project Change Request (PCR) form by either Sierra team or MTS team and provide justification for the change and the impact to the project's scope, schedule, and cost.
2. For PCR that are outside the stated project scope, the MTS approver will authorize budget and/or schedule allowance for Sierra on a time and materials basis for the initial analysis of a PCR.
3. Sierra will analyze the PCR and submit the Change Request Implementation Proposal with details on process impact, Training requirement, effort and cost for implementing the change.
4. The MTS approver (Project Manager or designate) will review and approve or reject the change request implementation proposal within seven (7) business days from the receipt of the Project Change Request form.
5. If the MTS does not approve or reject the Change Request Implementation Proposal within seven (7) business days from the receipt of the Project Change Request form and does not communicate a timeframe in which a decision will be made, the requested change will be considered deferred:
    a. The change request status will be logged, tracked and managed as a 'deferred' request.
    b. Work will progress without incorporating the requested change into the work plan.
    c. Where an approval or rejection decision is necessary for the project to progress, the change request decision will be escalated as a project issue.
6. If MTS approves the Change Request Implementation Proposal, the changes will be included in the SOW and Project plan shall be adjusted to accommodate the change request.
7. Sierra and MTS shall work to resolve disputes regarding the 'in scope' or 'out of scope' classification of work according to the Dispute Resolution provisions of this SOW and the terms of the Agreement.

1.5. Project Assumptions

- Sierra has considered only the conversion of ECC to S/4HANA PCE as part of this scope of work.
- Medium of communication, training manuals and training language would be English.
- New GL activation is activated in ECC EHP7 system before the conversion project.
- Network connectivity viz IPsec Tunnel, Dedicated connection (MPLS) is already decided with RISE team.
- Hardware sizing on the RISE to be evaluated between the MTS and SAP ECS team.
- On-Premises license conversion to RISE schema is already taken care of by customer.
- The RISE datacenter has already been discussed and decided by the customer.
- MTS to provide required hardware resources in on-premises for the successful RISE migration/conversion Project.
- Sierra would perform system copy as described in this proposal. MTS would provide hardware and software for the same. MTS Basis would provide required support to set up transport path, access to file system etc.
- As per the SAP RISE reference architecture, SAP NetWeaver Gateway system will be removed, and embedded Fiori will be activated in the S4HANA System.
- Sierra assumes that there are no inflight projects that we run parallel to the ECC conversion project
- Data Scrambling and Data Quality Validation is not considered as part of scope.
- Customization of standard SAP FIORI is not considered as part of scope.
- Onsite-Offshore deployment model is considered for delivering the requirement.
- The remote work location for provision of services under scope shall be Sierra remote Development Centre in India
- Only compatible add-ons with SAP S/4HANA are considered for this S/4HANA conversion.
- Sierra requires the presence of the core team of MTS to be available from the initial stage of the project till the end of the system go live.
- All necessary Software / Database and Hardware licenses as may be required for performing the conversion shall be provided by MTS.
- Database procured by MTS should be operational ready during the start of the conversion project.
- System access required for all SAP applications shall be arranged by MTS where such access is required for testing the integration between applications post S/4HANA conversion.
- MTS will provide the necessary project infrastructure in form of system availability, LAN and internet connectivity, communication facilities, meeting rooms, VPN etc. to Sierra's Remote team
- Training will be based on 'Train the Trainer' model in which only the key users identified by MTS will be provided training who in turn will train the users.
- MTS will make the trainees and SMEs available at a single location for undergoing training sessions.
- Code Optimization and Code deletion is not considered as part of scope.
- MTS will make the required stakeholders available for the project to ensure effective knowledge sharing, approval and validation of processes defined during the engagement.
- MTS shall make the required stakeholders available for the meetings/ sessions whenever required.

- Any Business Decisions or approvals or closures should be made by MTS within 3 working days. Any business decision or approval or document or closure on iterated versions should be made by MTS in 2 working days.
- Any customer delay will have an impact on the project schedule and duration. Sierra will notify you in advance the risks that will lead to project schedule change (due to Customer Delay) if the same is not considered by MTS, then a Change Request will be raised for approval.
- The scope items shall not be swapped without mutual agreement.
- Any additional requirements identified during the project will be considered as change requests.
- Sierra will not engage in transactional entry on behalf of MTS business users.
- Recording and Interactive Training Material Development is not considered as part of this project training scope.
- Any changes to source database not considered as part of this project
- Any custom development, data migration and integration to other IT Applications is not considered as part of this project
- Any development activities on legacy systems are not considered as part of this project

Assumptions Related to Peripheral Systems (CRM/SBP/SAP BW)

- MTS will nominate Power User/s and SMEs to work with Sierra in the study of the systems during the **Discovery phase**
- Sierra assumes there will be about 5-10% customization for CRM and SBP
- Sierra has estimated about Five reports to be developed for SAP Service Cloud (CRM) and SAP Analytics Planning (for Budgeting) except for SAP BW
- With SAC Planning, number of features supported by SBP may not be available
- SAP BW Systems is highly customized and complex
- SAP BW Reports will be analyzed and about Thirty Reports will be created in the new landscape
- New functionality / features of the products will not be implemented in this scope of work
- Required Master Data will be ported from the old to new system and evaluated on a case-by-case basis (based upon the system).
- Required interfaces will be designed and built to provide the required integration
- Deprecated functionality of the old software will not be custom built in the new software
- Existing Third-party integrations (as documented in the RFP) will be part of the scope

1.6. Project Out of Scope

1. CHARM configuration for dual landscape system.
2. Archiving using SAP Archive Link
3. SAP Business Objects and related reports
5. Integration with Systems not shown in the ATT2 appendix Landscape diagram.

1.7. Detailed Project Plan

Project Deliverables	Responsibility	Job Title
Prepare Phase		
Project Plan review and Project Kick Off	Sierra	Project Manager
Workshop plan document signoff	MTS	
Conversion Process enablement workshop to IT team	Sierra	PMO
Publish Workshop Plan	Sierra	PMO
Conduct Workshop	Sierra	PMO
Project Management Plan Signoff - Review	Sierra	Project Manager
Create Project Management Plan	Sierra	PMO
Establish Project Governance	Sierra	PMO
Review and Confirm Project Management Plan	Sierra	Project Manager
Obtain project management signoff	Sierra	Project Manager
Landscape Document Sign Off	Sierra	Basis
Conduct Landscape / Solution Design Workshop	Sierra	Basis
Review and Confirm Project Scope	Sierra	Basis
Obtain landscape document signoff	Sierra	Basis
Project schedule document signoff	Sierra	Project Manager
Create Project Schedule	Sierra	PMO
Review and conclude Project Schedule	Sierra	Project Manager
Obtain Project Schedule signoff	Sierra	Project Manager
Kick off meeting document signoff	Sierra	PMO
Create project kick off presentation	Sierra	PMO
Review and confirm the project kick off presentation	Sierra	PMO
Kick Off Communication	Sierra	PMO
Conduct Kick Off meeting and On-Boarding	Sierra	PMO
Obtain Kick off meeting signoff	Sierra	PMO
Project Plan / Kick Off closeout document signoff	Sierra	PMO
Create closeout document	Sierra	PMO
Review and confirm closeout /deliverables	Sierra	PMO
Obtain closeout document signoff	Sierra	PMO
Assessment		
Test Plan Strategy Confirmation		
Create test plan & Strategy document	Sierra	Project Manager
Review and confirm test plan & strategy	MTS	
Obtain test plan sign off	MTS	
Create and publish test Schedule	MTS	
Blueprint – all spec and plan – Sign off	Sierra / MTS	
Sandbox Conversion Phase-Completion of SBX		

Project Deliverables	Responsibility	Job Title
System Preparation		
Sandbox Mock Completion Confirmation		
Stage 1: PLAN	Sierra	Basis
Initial Preparation	Sierra	Basis
Stage 2: SETUP ENVIRONMENT	Sierra	Basis
Instance Setup	Sierra	Basis
Stage 3: PREPARE		
Maintenance Planner Checks	Sierra	Basis
Application Specific Preparations	Sierra	Functionals
Training (on Changes, Overview, About SAP S4H)	Sierra	Functionals
Pre-Checks / Transition Checks	Sierra	Functionals
Execute General Pre-check report on SBX-FI	Sierra	Finance Consultant
Execute General Pre-check report on SBX-CO	Sierra	Controlling Consultant
Execute General Pre-check report on SBX-SD	Sierra	SD Consultant
Execute General Pre-check report on SBX-FM	Sierra	FM Consultant
Execute General Pre-check report on SBX-PM	Sierra	PM Consultant
Execute General Pre-check report on SBX-MM	Sierra	MM Consultant
Execute General Pre-check report on SBX-HCM	Sierra	HCM Consultant
Manual Activity Note Corrections-FI	Sierra	Finance Consultant
Manual Activity Note Corrections-CO	Sierra	Controlling Consultant
Manual Activity Note Corrections-SD	Sierra	SD Consultant
Manual Activity Note Corrections-FM	Sierra	FM Consultant
Manual Activity Note Corrections-PM	Sierra	PM Consultant
Manual Activity Note Corrections-MM	Sierra	MM Consultant
Manual Activity Note Corrections-HCM	Sierra	HCM Consultant
Pre-Conversion - Custom Objects Analysis-	Sierra	Technical Consultant
FUNCTIONAL_DB Variant Check	Sierra	Technical Consultant
FUNCTIONAL_DB_ADDITION Variant Check	Sierra	Technical Consultant
Custom Simplification Code Upload	Sierra	Technical Consultant
S4HANA_READINESS_2020 Variant Check Run (Latest as on project date)	Sierra	Technical Consultant
Business Partner Conversion prerequisites - Notes to be implemented	Sierra	Technical Consultant
Custom Code Inspection Check for S4 Readiness	Sierra	Technical Consultant
Function Group creation SABP_COMP_PROCS_E	Sierra	Technical Consultant
Function Group creation SCA_ABAP_CHECK_MODINFO	Sierra	Technical Consultant

Project Deliverables	Responsibility	Job Title
Check Package S_CHECK_RESULT_MANAGEMENT	Sierra	Technical Consultant
OSS Note - Remote ATC Checks of Modifications and Enhancements Pre Activity	Sierra	Technical Consultant
Conversion Activities		
SUM Uptime-	Sierra	Basis
BASIS activity-SUM	Sierra	Basis
Extraction	Sierra	Basis
Configuration	Sierra	Basis
Check Phases	Sierra	Basis
Pre-Processing	Sierra	Basis
Technical	Sierra	Technical Consultant
Adjusting DDIC Objects - SPDD	Sierra	Technical Consultant
DDIC Activation Error Check - Fix	Sierra	Technical Consultant
SUM Downtime	Sierra	Basis
BASIS activity	Sierra	Basis
Adjust SAP Std Object -SPAU	Sierra	Technical Consultant
Adjust Enhancement Objects -SPAU_ENH	Sierra	Technical Consultant
Stage 4: CONVERT		
Perform Conversion & Data Migration		
Preparations and Migration of Customizing for General Ledger	Sierra	Finance Consultant
Preparations and Migration of Customizing for Accrual Engine	Sierra	Finance Consultant
Preparations and Migration of Customizing for Asset Accounting	Sierra	Finance Consultant
Preparations and Migration of Customizing for Controlling	Sierra	Finance Consultant
Preparations and Migration of Customizing for Material Ledger	Sierra	Logistics Consultant
Preparations for Migration of House Bank Accounts	Sierra	Finance Consultant
DATA MIGRATION		
Post Migration Task	Sierra	Functionals
Custom code remediation	Sierra	Technical Consultant
Post Migration (ABAP)	Sierra	Technical Consultant
Create Unit testing client	Sierra	Basis
Complete Data Migration Tasks	Sierra	Functionals
DATA VALIDATION	Sierra	Functionals

Project Deliverables	Responsibility	Job Title
Complete Data Validation Tasks	Sierra	Functionals
DATA MIGRATION CONFIRMATION	Sierra	Functionals
MIGRATION COMPLETED FLAG	Sierra	Basis
Stage 5: TEST & VALIDATE		
Post Conversion Checks	Sierra	Functionals
Custom Code Fixes	Sierra	Technical Consultant
E2E Functional Testing	Sierra	Functionals
Final Checks & Fixes	Sierra	Functionals
Stage 6: HANDOVER	MTS	
SBX Handover (Confirmation from BPO on working Test Scenario)	MTS	
Prepare Phase Closeout Document Sign-Off	Sierra	Project Manager
Create closeout document	Sierra	Project Manager
Review and confirm closeout /deliverables	Sierra	Project Manager
Obtain closeout document signoff	Sierra	Project Manager
Development Conversion Phase-Completion of Dev		
Explore and Pre Conversion		
Phase acceptance criteria Confirmation	Sierra	Project Manager
Phase Initiation	Sierra	Project Manager
Check the Conversion Readiness of SAP ERP	Sierra	Project Manager
Review Deliverables of Explore Phase	Sierra	Project Manager
Review Acceptance Criteria	Sierra	Project Manager
Review Acceptance Criteria and confirm	Sierra	Project Manager
Test plan scenarios document signoff	MTS	
Create test plan scenarios from business	MTS	
Review and confirm test plan scenarios	MTS	
Obtain test plan scenarios document signoff	MTS	
Dev box Completion Confirmation		
S4 HANA Conversion - PRD to DEV	Sierra	Basis
Conversion Preparation Activities	Sierra	Basis
Readiness of Target Landscape	Sierra	Basis
Activities on PRD Prior to Copy	Sierra	Basis
Deploy Development environment systems	Sierra	Basis
Pre-Conversion - DEV		
Pre-Conversion Activities (BASIS) - DEV	Sierra	Basis
Pre-Conversion Activities (ABAP) - DEV	Sierra	Technical Consultant
Pre-Conversion Activities (FINANCE) - DEV	Sierra	Finance Consultant
Pre-Conversion Activities (NONFINANCE) - DEV	Sierra	Logistics Consultant

Project Deliverables	Responsibility	Job Title
Conversion - DEV	Sierra	Basis
Post Conversion (Migration - DEV)		
Custom code remediation	Sierra	Technical Consultant
Finance Migration - DEV	Sierra	Finance Consultant
Non-Finance Migration - DEV	Sierra	Logistics Consultant
Data Validation		
Consultant Confirmation	Sierra	Functionals
IT Confirmation	MTS IT	
DEV Testing (Smoke Test)/Integration Testing	Sierra	Functionals
S4 HANA Copy DEV1 to TRN	Sierra	Basis
Dev Handover (Confirmation from BPO on working Test Scenario)	MTS	
Operations Impact Evaluation	MTS	
Explore Phase Closeout Document Sign-Off	Sierra	Project Manager
Create closeout document	Sierra	Project Manager
Review and confirm closeout /deliverables	Sierra	Project Manager
Obtain closeout document signoff	Sierra	Project Manager
Quality Conversion Phase-Completion of QA		
Quality Conversions		
Phase acceptance criteria Confirmation	Sierra	Project Manager
Phase Initiation	Sierra	Project Manager
Check the Conversion Readiness of SAP ERP	Sierra	Project Manager
Review Deliverables of Realize Phase	Sierra	Project Manager
Review Acceptance Criteria	Sierra	Project Manager
Review Acceptance Criteria and confirm	Sierra	Project Manager
Test plan scenarios document signoff	Sierra	Project Manager
Create test plan scenarios from business	MTS	
Review and confirm test plan scenarios	MTS	
Obtain test plan scenarios document signoff	MTS	
Training material document signoff	Sierra	Functionals
Train your Key User in Dev System	Sierra	Functionals
Create Training Material for End User	Sierra	Functionals
QA box Completion Confirmation		
S4 HANA Conversion - PRD to QAS	Sierra	Basis
Conversion Preparation Activities	Sierra	Basis
Readiness of Target Landscape	Sierra	Basis
Activities on PRD Prior to Copy	Sierra	Basis
Deploy QAS environment systems	Sierra	Basis

Project Deliverables	Responsibility	Job Title
Pre-Conversion - QAS		
Pre-Conversion Activities (BASIS) - QAS	Sierra	Basis
Pre-Conversion Activities (ABAP) - QAS	Sierra	Technical Consultant
Pre-Conversion Activities (FINANCE) - QAS	Sierra	Finance Consultant
Pre-Conversion Activities (NONFINANCE) - QAS	Sierra	Logistics Consultant
Conversion - QAS	Sierra	Basis
Post Conversion (Migration - QAS)		
Post Conversion (ABAP)	Sierra	Technical Consultant
Finance Migration - DEV	Sierra	Finance Consultant
Non-Finance Migration - DEV	Sierra	Logistics Consultant
Data Validation & Internal Testing	Sierra	Functionals
Consultant Confirmation	Sierra	Functionals
User Acceptance Testing	MTS	
Interfaces Testing	MTS	
Cut Over Planning Confirmation	Sierra	Functionals
Realise Phase Closeout Document Sign-Off	Sierra	Project Manager
Create closeout document	Sierra	Project Manager
Review and confirm closeout /deliverables	Sierra	Project Manager
Obtain closeout document signoff	Sierra	Project Manager
Production Conversion Phase-Completion of PRD		
Perform Cut-Over Rehearsal		
PRD Hardware Readiness	Sierra	Basis
Fail Over Test Validation	Sierra	Basis
Pre-Conversion Checks & Configuration	Sierra	Basis
SUM Uptime	Sierra	Basis
Ramp Down PRD	Sierra	Basis
SUM Downtime	Sierra	Basis
Data Migration	Sierra	Basis
Data Validation	Sierra	Functionals
Ramp-up PRD	Sierra	Functionals
PRD Mock RUN Confirmation	Sierra	Basis
Fail Over Test Validation	Sierra/MTS	
Mock Run Confirmation	Sierra/MTS	
Execute End User Training in Quality	MTS	
Establish Acceptance Criteria Plan for Go/No-Go Decision Moment	MTS	
Production Phase Closeout Document Sign-Off		
Publish Project Closure Criteria	Sierra	Project Manager

Project Deliverables	Responsibility	Job Title
S4 HANA Conversion - PRD		
PRD Hardware Readiness (including HA & DR)	Sierra	Basis
Stabilization of New NW / Server Handover to Customer	Sierra	Basis
Pre-Conversion Checks & Configuration	Sierra	Basis
SUM Uptime	Sierra	Basis
Ramp Down PRD	Sierra	Basis
SUM Downtime	Sierra	Basis
Data Migration	Sierra	Functionals
Data Validation	Sierra	Functionals
Ramp-up PRD	Sierra	Basis
Create closeout document	Sierra	Project Manager
Review and confirm closeout /deliverables	Sierra	Project Manager
Go Live Readiness Acceptance from BPO's	Sierra	Project Manager
Go Live Communication from Sponsor	MTS	
Obtain closeout document signoff	Sierra	Project Manager
Go live & Hypercare Support		
Production Conversion	MTS	
Copy PRD to EOY System - GoLive	Sierra	Basis
Conversion Project Closeout Document signoff	Sierra	Project Manager
Hypercare Support		Project Manager
Monitor Resource Consumption	Sierra	Project Manager
Analyse Workload	Sierra	Project Manager
Resolve and Close Open Issues	Sierra	Project Manager
Finalize Project Closeout Report	Sierra	Project Manager
Hana DB Admin Training	Sierra / MTS	Project Manager
Obtain Sign-off for Conversion Phase Closure	Sierra	Project Manager

Metropolitan Transit System

SAP S4/HANA CONVERSION AND MIGRATION SERVICES RFP - COST/PRICING FORM REV 2026.03.25

MTS Doc. No. G3097.0-25

Proposer Name: Sierra Digital Inc

Description	MTS Estimated Quantity	Unit of Measure	Unit Price	Total
Base Requirements (Wave 1)				
1. Project Implementation				
1.1 Assessment	2100	Hours	$ 99.80	$ 209,580.00
1.2 System Preparation	3500	Hours	$ 98.00	$ 343,000.00
1.3 Data Migration	6000	Hours	$ 96.20	$ 577,200.00
1.4 Testing	3500	Hours	$ 93.00	$ 325,500.00
1.5 Training	2300	Hours	$ 93.40	$ 214,820.00
1.6 Go-Live	2000	Hours	$ 99.20	$ 198,400.00
1.7 Post Go-Live	3200	Hours	$ 99.20	$ 317,440.00
2. SBP Replacement SAC Planning Professional	2100	Hours	$ 99.20	$ 208,320.00
			Base (Wave 1) Subtotal	**$ 2,394,260.00**
Other SAP System Replacement Requirements (Wave 2)				
3. BW Replacement SAP Datasphere	3000	Hours	$ 98.60	$ 295,800.00
4. CRM Replacement SAP Service Cloud	2100	Hours	$ 99.20	$ 208,320.00
			Other SAP System Replacement (Wave 2) Subtotal	**$ 504,120.00**
			GRAND TOTAL (Inclusive of any applicable fees/charges):	**$ 2,898,380.00**

Metropolitan Transit System

SAP S4/HANA CONVERSION AND MIGRATION SERVICES RFP - MILESTONE PAYMENTS

MTS Doc. No. G3097.0-25

Proposer Name: Sierra Digital Inc

Milestone No.	Phase Description	Estimated Duration	Payment Percentage	Amount
	Base Requirements (Wave 1)			
1	Project Kickoff	2 Weeks	5%	$ 119,713.00
2	Assessment and Planning	8 Weeks	15%	$ 359,139.00
3	System Preparation	12 Weeks	20%	
3.1	System Preparation (50% Completed)		10%	$ 239,426.00
3.2	System Preparation (100% Completed)		10%	$ 239,426.00
4	Migration Execution	14 Weeks	20%	
4.1	Migration Execution (50% Completed)		10%	$ 239,426.00
4.2	Migration Execution (100% Completed)		10%	$ 239,426.00
5	Testing	8 Weeks	15%	$ 359,139.00
6	Cutover and Go-Live	4 Weeks	15%	$ 359,139.00
7	Post Go-Live Support	8 Weeks	10%	$ 239,426.00
			Base (Wave 1) Subtotal	**$ 2,394,260.00**
	Other SAP System Replacement Requirements (Wave 2)			
1	Project Kickoff	2 Weeks	5%	$ 25,206.00
2	Assessment and Planning	8 Weeks	15%	$ 75,618.00
3	System Preparation	12 Weeks	20%	$ 100,824.00
4	Migration Execution	14 Weeks	20%	
4.1	Migration Execution (50% Completed)		10%	$ 50,412.00
4.2	Migration Execution (100% Completed)		10%	$ 50,412.00
5	Testing	8 Weeks	20%	$ 100,824.00
6	Cutover and Go-Live	4 Weeks	20%	$ 100,824.00
			Other SAP System Replacement (Wave 2) Subtotal	**$ 504,120.00**
			GRAND TOTAL (Inclusive of any applicable fees/charges):	**$ 2,898,380.00**

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Bus Engine, Transmission Overhaul and Cummins Parts - Contract Award

RECOMMENDATION:

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

1) Execute MTS Doc. No. B0791.0-26 (in substantially the same format as Attachment A), with Cummins Inc. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $6,385,267.04 (inclusive of 7.75% CA sales tax);

2) Execute MTS Doc. No. B0792.0-26 (in substantially the same format as Attachment B), with EW Truck and Truck Equipment Co., Inc. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $7,572.08 (inclusive of 7.75% CA sales tax);

3) Execute MTS Doc. No. B0793.0-26 (in substantially the same format as Attachment C), with Mohawk Manufacturing & Supply Co. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $1,285,485.43 (inclusive of 7.75% CA sales tax); and

4) Execute MTS Doc. No. B0794.0-26 (in substantially the same format as Attachment D), with Crossline Supply LLC (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $1,142,503.79 (inclusive of 7.75% CA sales tax).

Budget Impact

The total contract cost of materials is estimated to be $8,820,828.34 (Attachments A-D). The project will be funded by the San Diego Transit Corporation (SDTC) Maintenance Operating Budget account 311014-545100.

DISCUSSION:

MTS Bus Operations will contract to purchase a combination of bus engine spare parts and transmission rebuild to ensure its buses are safe and in a State of Good Repair (SGR).

This contract provides MTS with an established pricing framework and defined lead time across these parts and transmission maintenance to ensure predictability of parts and transmission availability ng to ensure continuity of bus daily operation. The benefits of these contracts will enable MTS to realize savings from the aggregation of volume and mitigate excessive price increases while at the same time maintaining less inventory and providing exceptional service levels for the customer. There is also the benefit of deriving operational efficiencies through the streamlining of processes under this arrangement.

On January 30, 2026, MTS released an Invitation for Bid (IFB) solicitation for the provision of Bus Engine & Transmission Parts (Group A), Rebuilt ZF Transmissions (Group B), and Cummins In-Frame Engine Overhauls (Group C) for a five (5) year period. The contract term date is June 1, 2026, to May 30, 2031.

To maximize competition and give small businesses an opportunity to bid on the IFB, MTS divided the IFB into three (3) groups. Group A bidders were allowed to bid on any line items for all years. Group B and C bidders had the option of bidding on one or any combination of the two groups.

On March 2, 2026, a total of six (6) bids were received. The bidders provided pricing for each group as shown below:

Bidder	Group A	Group B	Group C
Cummins Inc.	Yes	No	Yes
EW Truck and Equipment Co., Inc.	Yes	No	Yes
Harbor Diesel and Equipment, Inc.	No	Yes	No
Mohawk Manufacturing & Supply Co	Yes	No	No
Crossline Supply LLC	Yes	No	No
J. David White Associates	Yes	No	No

After the evaluation of all the bids, the lowest responsive, responsible bidders for Group A are as follows:

Company Name	Firm Certification	Exclusive of CA Sales Tax	CA Sales Tax 7.75%	Total Cost
Cummins Inc.	NA	$5,926,001.89	$459,265.15	$6,385,267.04
EW Truck and Equipment Co., Inc.	NA	$7,027.45	$544.63	$7,572.08
Mohawk Manufacturing & Supply Co	NA	$1,193,025.92	$92,459.51	$1,285,485.43
Crossline Supply LLC	NA	$1,060,328.34	$82,175.45	$1,142,503.79
Totals		**$8,186,383.60**	**$634,444.74**	**$8,820,828.34**

Discrepancies were identified in the bid forms for Groups B and C. Accordingly, these groups have been excluded from today's proposed contract awards and will be re-solicited at a later date.

Based on the competitive bids received, and in comparison with MTS' Independent Cost Estimate (ICE),($7,735,431.62 exclusive of Ca Sales Tax) staff determined these firms' pricing to be fair and reasonable. The parameters of the contract will be firm-fixed pricing.

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

1. Execute MTS Doc. No. B0791.0-26 (in substantially the same format as Attachment A), with to Cummins Inc. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $6,385,267.04 (inclusive of 7.75% CA sales tax);

2. Execute MTS Doc. No. B0792.0-26 (in substantially the same format as Attachment B), with EW Truck and Equipment Co., Inc. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $7,572.08 (inclusive of 7.75% CA sales tax);

3. Execute MTS Doc. No. B0793.0-26 (in substantially the same format as Attachment C), with Mohawk Manufacturing & Supply Co. (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $1,285,485.43 (inclusive of 7.75% CA sales tax); and

4. Execute MTS Doc. No. B0794.0-26 (in substantially the same format as Attachment D), with Crossline Supply LLC (Group A), to furnish Bus Part Supplies for five (5) years in the amount of $1,142,503.79 (inclusive of 7.75% CA sales tax).

/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. B0791.0-26
B. Draft Agreement, MTS Doc. No. B0792.0-26
C. Draft Agreement, MTS Doc. No. B0793.0-26
D. Draft Agreement, MTS Doc. No. B0794.0-26
E. Scope of Work
F. Bid Summary

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0791.0-26

BUS ENGINE PARTS

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: Cummins Inc. Address: 310 N. Johnson Avenue

El Cajon, CA 92020
City State Zip

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

Email:

Telephone: (303) 241-6634

Authorized person to sign contracts Brain Ondre (Name) President – On Highway Business (Title)

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

The contract term is for five (5) years effective June 1, 2026 through May 31, 2031.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $6,385,267.04 (inclusive of CA 7.75% sales tax) without the express written consent of MTS.

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

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 multiple cities in San Diego County.

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0792.0-26

BUS ENGINE PARTS

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: EW Truck and Equipment Company, Inc.

Address: 6336 Federal Blvd.

San Diego, CA 92114
City State Zip

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

Email: nhileman@ewtruck.com

Telephone: (619) 263-2111 X308

Authorized person to sign contracts Nathan Hileman (Name) Parts Manager (Title)

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

The contract term is for five (5) years effective June 1, 2026 through May 31, 2031.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $7,572.08 (inclusive of CA 7.75% sales tax) without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	EW TRUCK AND EQUIPMENT COMPANY, INC.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

DRAFT

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0793.0-26

BUS ENGINE PARTS

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: Mohawk Mfg & Supply Co.

Address: 7200 N Oak Park Ave

Niles, Illinois 60714
City State Zip

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

Email: bbrown@mohawkmfg.com

Telephone: 1 (847) 647-1611

Authorized person to sign contracts Robert L. Brown (Name) President (Title)

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

The contract term is for five (5) years effective June 1, 2026 through May 31, 2031.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $1,285,485.43 (inclusive of CA 7.75% sales tax) without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MOHAWK MFG & SUPPLY CO.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

DRAFT

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0794.0-26

BUS ENGINE PARTS

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: Crossline Supply, LLC

Address: PO Box 196

Sunbury, OH 43074
City State Zip

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

Email: atemple@crosslinesupply.com

Telephone: (614) 653-7261

Authorized person to sign contracts Alec Temple (Name) General Manager (Title)

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

The contract term is for five (5) years effective June 1, 2026 through May 31, 2031.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $1,142,503.79 (inclusive of CA 7.75% sales tax) without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CROSSLINE SUPPLY, LLC
By: _____ Sharon Cooney, Chief Executive Officer Approved as to form: By: _____ Karen Landers, General Counsel	By _____ Title: _____

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 multiple cities in San Diego County.

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

MTS intends to solicit and issue a contract to procure spare parts for its bus engines and transmissions (the "Parts") for a five-year period under fixed price and guaranteed lead time, to ensure uninterrupted operation of the fleet. The selected Vendor/s shall supply, deliver, warrant and maintain inventory for the specified Parts under the terms of this Scope of Work (SOW).

The Contractor will, based off historical consumption information provided by MTS, look at avenues to work with original equipment manufacturers (OEMs) and/or aftermarket part manufacturers/distributors across its network that will deliver the following benefits to MTS.

- **Reduce Cumulative Parts Costs** - Utilize the Contractor's buying power/leverage and procurement sources.
- **Improve Parts Availability** - Ensure all identified parts are shipped within an agreed lead time after Purchase Order (P.O.) notification, allowing MTS to meet its service requirements. The Contractor shall also undertake usage analysis, providing feedback and suggestions on how best to drive inventory optimization.
- **Meet Procurement Guidelines** – With respect to all parts included in the initial solicitation, the Contractor shall ensure that each part is procured by the Contractor using competitive procedures that comply with laws of California (as applicable), as well as Federal laws and regulations applicable to MTS.
- **Quality** - Ensure parts provided are either OEM standard or have been accepted as an approved equal by MTS.
- **Alternative and Local Sourcing -** Identify new/additional parts sourcing options to optimize cost, quality and reduce lead times, with an emphasis on local sources where possible.
- **Safety** - Ensure MTS safety standards are met in any program activity per the paragraph below:

Material Safety Data Sheet (MSDS): It is mandatory for Contractor to supply an MSDS with the shipment of any goods that contains any hazardous material. At any time the content of an MSDS is revised, Contractor is required to provide the new information relevant to the specific hazardous material to MTS.

- **Inventory Management –** Forecasting and demand planning is needed to ensure the Contractor has a sound strategic and tactical framework to maintain delivery service level standards across each part under this contract.

1.1. CONTRACT TERM

The contract term shall be five (5) years from the effective date of award. The approximate commencement date for this contract will start from June 1, 2026, through to April 30, 2031.

GROUP A – BUS ENGINE PARTS

1.2. SCOPE OF SUPPLY

1.2.1. SPARE PARTS

The Vendor will provide spare parts compatible with the bus engine and transmission systems as specified in Attachment A (Parts Bid List)

1.2.2. CONSUMABLE PARTS

All parts under this contract are consumable parts and may include but are not limited to engine and transmission breakdown spares, gaskets/seals, clutches, filters, sensors, controls and similar type materials modules

1.2.3. OEM PARTS

All parts must meet OEM) or approved aftermarket equivalent quality as provided under the part number and specifications provided by MTS, be new in condition (not used or refurbished unless explicitly approved) and shall be delivered with full documentation (part number, manufacturer, batch/lot number, certificate of conformity where applicable).

1.3. PRICING AND AWARD

Bid pricing shall be reflected as “ANNUAL” firm fixed price to cover each year of the contract period and not subject to escalation. Award shall be based on the lowest responsive and responsible Bidder by a comparison of each unit pricing on a line-by-line basis.

1.4. LEAD TIME

All parts under this contract shall be delivered within 15 business days of receipt of an MTS Purchase Order. Bidders are encouraged to request any additional information that will assist its planning framework to ensure this target is sustained throughout the life of the contract.

1.5. DELIVERY AND ACCEPTANCE

Unless otherwise specified, all Purchase Orders (POs) shall be FOB MTS facility within the contract lead time. The delivery locations are:

a. Imperial Avenue Division (IAD), 100 16th Street, San Diego CA 92101
b. Kearney Mesa Division (KMD), 4630 Ruffner Road, San Diego CA 92111

MTS may at its discretion, add or instruct the Contractor to deliver parts under this Contract to other locations where necessary within the San Diego area from time to time.

The Contractor will ensure the following MTS information is clearly listed on its shipping documents/packing slips:

a. Purchase Order
b. Stock Code
c. Part Number
d. Description
e. Order Quantity
f. Shipped Quantity

g. Unit of Measure
h. Product Date of Manufacture (where applicable for shelf-life controlled items)
i. Product Cure Date (where applicable for rubber shelf-life controlled items)
j. Product Expiry Date (where applicable for all shelf-life controlled items)
k. Copy of MSDS (where applicable for any item considered hazardous materials)

All shelf-life controlled items must have a remaining 75% shelf life from the product manufacture date.

All parts must be packaged individually in boxes designed to occupy the least amount of shelf space while ensuring it is insulated against transportation damage to the materials and fully labelled with all specifics of the PO.

Delivery shall be considered on time if the Part arrives at MTS's delivery location or other agreed delivery point by the date/time specified in the PO and in compliance with the shipping terms.

If a delivery is late beyond the guaranteed lead time and in the event the delay causes an impact on MTS operation, MTS may at its discretion purchase the part from a third-party vendor and charge the Contractor the difference in price if any to account for the delay.

Upon receipt, the Buyer will inspect the goods within five (5) business days for obvious transit damage, quantity, and conformance to PO specifications.

Should a part fail inspection (wrong item, damaged, incorrect quantity, incorrect documentation), MTS shall notify the Contractor in writing within thirty (30) business days. The Contractor shall provide an RMA reference and arrange at its cost the return of the rejected part and its prompt replacement under the original MTS Purchase Order within five (5) days of the rejection notification.

1.6. INVENTORY SUPPORT AND PLANNING

MTS shall provide past twenty-four (24) month historical consumption across each part as part of the solicitation bid form. This data is for the purpose of providing a guide for inventory planning. This information is not to be construed as a guarantee of future order quantities and should be used as reference only.

MTS may from time to time during the contract period of performance, elect to increase or decrease parts across the parts list under a mutually agreed process and generally under the process of a contract amendment. The terms of any change across any parts under the contract will be procured using competitive procedures that comply with the laws of California (as applicable), as well as Federal laws and regulations.

The parties may, at the discretion of either party, request quarterly review meetings where necessary to address any issues with planning, service levels, and/or performance issues.

1.7. APPROVAL OF ALTERNATIVE PARTS

During the process of submitting a proposal under this solicitation or during the contract, any parts that may differ in type, part number, brand, description and/or specifications from MTS's original list must be formally presented and approved by the MTS Engineering Quality department.

The Contractor shall provide MTS with all relevant documentation and specifications for any proposed alternate part for review such formal approval prior to shipping any alternate part under this contract.

1.8. WARRANTY

The Contractor is the sole party that warrants that all Parts are free from defects in workmanship and materials for a period of minimum period of 12 months from the date of delivery to MTS or for a period of 3 months from the date of issue and usage by MTS whichever occurs first and that such products will be free of defects in material, workmanship and performance.

All warranty will cover the replacement of defective parts (including freight both ways), labor (if applicable), and any necessary downtime charges (if agreed) due to defective parts.

1.9. PAYMENT TERMS

Invoices must be submitted for payment to the MTS Accounting Department at ap@sdmts.com

MTS will only pay on fully detailed and correct invoices and no other document.

Unless otherwise stated in the specifications and/or bid forms, payment shall be made to the Contractor within 30 days of receipt of a correct and undisputed invoice and after delivery/acceptance of the Purchase Order.

Each invoice must reference the full details listed under the MTS PO and provide a detailed and itemized list of all the particulars of charges.

For shipments to multiple sites, each delivery shall be invoiced separately unless otherwise agreed.

Unless otherwise specified, shipping and handling charges (if any) must be clearly identified on the invoice and are payable only if pre-approved by MTS. MTS reserves the right to designate carriers or require Contractor to use specified carrier at any time.

No advance payment or deposit is permitted by MTS.

1.10. MANUFACTURING REQUIREMENTS AND MATERIALS

1.10.1. BRAND NAMES AND MODEL NUMBERS

Specifications in this IFB are not meant to be restrictive but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specification may be included. Exceptions may be made only if required to match existing equipment or conform to pre-existing conditions which preclude mismatch of size or color. Substitutions which would include additional delivery time, expenses or modifications of the original design may be rejected.

1.10.2. ITEM DECRIPTIONS

All items on all pages of the specification are representative of desired size and dimension and such are intended as guides to bidders in the preparation of bids, Bids of equivalent items will be considered for award if (1) such item are clearly identified by manufactures name, brand, and model number, if any, in the offer, (2) descriptive literature or other such data is provided to show

that the equivalent items are equal to the brand name, and (3) MTS determines such items to be equal in all material respects to the salient specifications of product required.

1.10.3. COMPATIBILITY OR BRAND NAMES

Bidders shall clearly indicate that it is offering and “equal” product unless the bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder should note such changes in its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

1.10.4. EVALUATION AND DERTERMINATION OF PRODUCT(S)

The evaluation of bids and the determination as to equality of the product or services proposed shall be the responsibility of MTS and will be based on information provided in the bid and/or information reasonably available to MTS.

1.11. INVOICES

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

Payment terms shall be net 30 days from invoice date. If MTS rejects an incorrectly submitted invoice and sends it back for correction, the net 30 days restart from the corrected invoice date.

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

1.12. [NOT APPLICABLE] PAYMENT PROCESSING SECURITY AND PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARD (DSS) COMPLIANCE

1.13. [NOT APPLICABLE] CONTRACTOR’S INFORMATION SECURITY RESPONSIBILITIESBUY AMERICA (*Applicable to all Groups*)

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.

A. [NOT APPLICABLE] CONSTRUCTION MATERIALS

B. MANUFACTURED PRODUCT

Per IIJA Section 70912 (2)(B), all manufactured products used in the project must be produced in the United States. Examples for manufactured products provided per Appendix A to 49 CFR 661.3 include: Infrastructure projects not made primarily of steel or iron, including structures (terminals, depots, garages, and bus shelters), ties and ballast; contact rail not made primarily

of steel or iron; fare collection systems; computers; information systems; security systems; data processing systems; and mobile lifts, hoists, and elevators.

C. [NOT APPLICABLE] ROLLING STOCK

D. [NOT APPLICABLE] IRON OR STEEL

1.14. SAFETY DATA SHEETS (SDS)

Upon award, Contractors shall email the SDS for materials/ chemicals that will be used or stored at the construction site during the duration of the project, attention Ngan Nguyen, MTS Environmental Health and Safety Specialist at Ngan.Nguyen@sdmts.com for review or comment if needed. The Contractor shall notify the MTS Environmental Health and Safety Specialist if there are changes or updates to the SDS during the term of the contract to ensure the MTS recordkeeping is kept updated throughout the contract. Any disposal of hazardous waste must be communicated to MTS Environmental Health and Safety Specialist for approval prior to disposal.

1.15. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

1.16. REPLACEMENT PARTS

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

1.17. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to various locations as assigned by project manager, unless otherwise specified, in first-class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

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

Cummins MTS Doc. B0791.0-26

#	Material	Material Description	Unit	Manufacturer's Part No.	1st Year Unit Price	2nt Year Unit Price	3rd Year Unit Price	4th Year Unit Price	5th Year Unit Price	Cummins 5 YEAR Total
1	70063800	HARNESS PIGTAIL, SPARK PLUG COIL, 8.9L	Each	3164804	$187.93	$193.75	$199.95	$206.35	$212.96	$10,009.45
2	70069773	Antifreeze, Zerex, Yellow, 50/50 Coolant	US gallon	846438	$9.79	$10.09	$10.42	$10.75	$11.09	$230,130.79
3	70142950	Gas Mass Flow Sensor 8.3L/8.9L - CUMMINS	Each	5482154	$1,609.21	$1,659.10	$1,712.19	$1,766.98	$1,823.52	$94,281.12
4	70142968	Fuel Control Valve 8.3L/8.9L - CUMMINS	Each	5363223	$1,897.14	$1,955.95	$2,018.54	$2,083.13	$2,149.79	$202,091.23
5	70146753	HOSE CLAMP FOR BOOST SIGNAL TUBE,ALL BUS	Each	3920719	$4.40	$4.54	$4.68	$4.83	$4.99	$328.31
6	70147124	SENSOR,INTAKE MANIFOLD PRESSURE, 8.9L	Each	4921489	$112.79	$116.29	$120.01	$123.85	$127.81	$9,612.09
7	70147645	o RING, VALVE COVER BRTHR, CUMMINS 8.3L	Each	3936331	$13.64	$14.07	$14.52	$14.98	$15.46	$799.28
8	70148080	INTAKE MANIFOLD GASKET,CUMMINS 8.3,8.9L	Each	3921440	$24.87	$25.64	$26.46	$27.31	$28.18	$1,987.04
9	70148817	OIL COOLER PRESS RELEIF PLUNGER, CUMMINS	Each	3945967	$22.41	$23.10	$23.84	$24.61	$25.39	$1,074.18
10	70148833	Oil Bypass Valve All 8.3 & 8.9	Each	3934410	$63.85	$65.83	$67.93	$70.11	$72.35	$3,740.73
11	70150433	Fan Support Hub 8.3L/8.9L - CUMMINS	Each	3937456	$524.18	$540.43	$557.72	$575.57	$593.99	$597,462.18
12	70151340	Knock Sensor 8.3L/8.9L - CUMMINS	Each	2897654	$64.67	$66.67	$68.80	$71.01	$73.28	$26,175.97
13	70151456	Intake Man Pressure Temp Sensor ISLG	Each	4921483	$356.66	$367.72	$379.48	$391.63	$404.16	$62,688.07
14	70151530	Fuel Press/Temp Sensor,8.9L CUMMINS, Blu	Each	4921479	$326.91	$337.05	$347.83	$358.96	$370.45	$20,894.40
15	70151662	Rear Main Crank Seal - CUMMINS	Each	5405392	$33.99	$35.05	$36.17	$37.32	$38.52	$3,983.11
16	70152280	BOOT SPARK PLUG FOR NEW COIL - 8.9L	Each	4989131	$44.09	$45.46	$46.91	$48.41	$49.96	$4,461.68
17	70152298	Gasket Oil Suction Connection	Each	3939352	$3.95	$4.07	$4.20	$4.34	$4.48	$2,124.81
18	70152512	Pressure Sensor for FCM 8.9L - CUMMINS	Each	4921495	$98.48	$101.53	$104.78	$108.14	$111.60	$5,245.27
19	70154260	Rear Main Seal Retainer - CUMMINS	Each	3933384	$104.28	$107.51	$110.96	$114.51	$118.17	$4,998.85
20	70154310	Seal-Bell Housing to Retainer - CUMMINS	Each	3912473	$4.49	$4.63	$4.78	$4.93	$5.09	$215.31
21	70155424	Wastegate Control Valve 8.9L - CUMMINS	Each	3933846	$1,058.31	$1,091.12	$1,126.04	$1,162.07	$1,199.26	$326,934.34
22	70156406	Humidity Sensor 8.9L - CUMMINS	Each	4955125	$457.62	$471.81	$486.91	$502.49	$518.57	$21,936.47
23	70161687	Crankcase Breather CCV 8.9L - CUMMINS	Each	3957987	$81.97	$84.51	$87.22	$90.01	$92.89	$101,727.42
24	70162388	Secondary Fuel Press Regulator 8.9L ALL	Each	5477889	$1,081.24	$1,114.76	$1,150.44	$1,187.25	$1,225.24	$120,937.60
25	70162396	SENSOR CAM POSITION FOR ISLG8.9©	Each	5594275	$34.50	$35.57	$36.71	$37.89	$39.10	$8,637.59
26	70162404	Crank Position Sensor 8.9L - CUMMINS©	Each	5594276NX	$49.48	$51.01	$52.64	$54.33	$56.07	$11,594.99
27	70162412	Sensor Oxygen O2 8.9L - CUMMINS	Each	4954893	$406.24	$418.84	$432.24	$446.07	$460.35	$194,736.42
28	70162420	EGR VALVE, CUMMINS 8.9L©	Each	5473228RX	$818.00	$843.36	$870.35	$898.20	$926.94	$87,137.11
29	70162842	Mass Air Flow Sensor 8.9L - CUMMINS	Each	4984928	$215.41	$222.09	$229.19	$236.53	$244.10	$14,915.12
30	70163477	Thermostat 8.9L- Cummins Brand Only	Each	6305290	$98.02	$101.06	$104.29	$107.63	$111.07	$74,132.64
31	70163691	BELT ALTERNATOR - RAPID	Each	3288475	$76.99	$79.37	$81.91	$84.54	$87.24	$28,293.59
32	70165613	CCV Drain Tubes 8.9L - CUMMINS	Each	5255745	$187.19	$192.99	$199.17	$205.54	$212.12	$105,683.04
33	70165647	CLAMP, Turbo outlet, Cummins 8.9L ALL	Each	3099092	$44.18	$45.55	$47.00	$48.51	$50.06	$2,117.68
34	70168161	Harness Engine Coils 8.9L - CUMMINS	Each	5403181	$235.17	$242.46	$250.22	$258.22	$266.49	$63,880.45
35	70168278	EGR Cooler Assy 8.9L - CUMMINS	Each	4376312	$1,827.89	$1,884.56	$1,944.86	$2,007.10	$2,071.33	$1,022,253.26
36	70168286	GASKET EXH MANIFOLD-8.9 CUMMINS ENG.	Each	5316185	$65.37	$67.40	$69.56	$71.78	$74.08	$5,919.37
37	70168294	WATER PUMP, CUMMINS 8.9L only	Each	6410397	$240.73	$248.20	$256.14	$264.34	$272.79	$66,674.38
38	70168302	TURBO OUTLET CLAMP-SMALL, CUMMINS 8.9L	Each	3903652	$39.94	$41.18	$42.50	$43.86	$45.26	$2,765.60
39	70168872	SENSOR, EGR DIFFERENTIAL PRESS, 8.9L	Each	4984929	$459.78	$474.03	$489.20	$504.85	$521.01	$53,875.25
40	70168880	Sensor, Turbo, Inlt(C), OEM	Each	2872261	$285.44	$294.29	$303.71	$313.43	$323.46	$65,374.18
41	70168898	Throttle Actuator 8.9L - CUMMINS	Each	4934537	$740.13	$763.07	$787.49	$812.69	$838.70	$141,914.94
42	70173096	O-RING SEAL, THROTTLE ACTUATOR, 8.9L	Each	4990721	$11.48	$11.83	$12.21	$12.60	$13.00	$733.43
43	70187138	EXPANSION PLUG LARGE, ENGINE BLOCK, 8.9L	Each	3901969	$7.72	$7.96	$8.22	$8.48	$8.75	$370.18
44	70187526	Air Comp Coolant Line Grommet C-8.9L	Each	S1091	$6.49	$6.69	$6.91	$7.13	$7.36	$2,039.82
45	70188086	#5 Turbo O-Ring - CUMMINS	Pack	3627695	$6.20	$6.39	$6.59	$6.80	$7.02	$2,177.96
46	70188094	Stud #2 Exh Manifold ISLG 8.9 MTR	Each	5286984	$9.36	$9.65	$9.96	$10.27	$10.60	$11,363.52
47	70190108	O-Ring EGR Cooler 8.9L ISLG - CUMMINS	Pack	3049221	$2.70	$2.78	$2.87	$2.96	$3.06	$6,253.08
48	70190132	SEAL RECTANGULAR RING, 8.9L CUMMINS	Pack	3906696	$6.27	$6.47	$6.68	$6.89	$7.11	$3,575.84
49	70195172	Engine oil Dipstick Tube, 700/1400	Each	3968447	$120.44	$124.17	$128.14	$132.24	$136.48	$12,829.34
50	70195198	EGR Hose Insulation 8.9 - CUMMINS	Each	4944755	$9.63	$9.93	$10.25	$10.58	$10.92	$27,193.75
51	70195990	Tube Coolant Air Compressor Outlet 8.9L	Each	4991808	$120.96	$124.71	$128.70	$132.82	$137.07	$90,838.91
52	70198049	Oil Pan For 8.9L Engine - CUMMINS	Each	4980381	$483.42	$498.40	$514.35	$530.81	$547.80	$25,747.87
53	70198754	Cylinder Head 8.9©	Each	4933820NX	$5,418.32	$5,586.29	$5,765.05	$5,949.53	$6,139.91	$1,789,263.60
54	70200258	Humidity Sensor 90 Deg 4 Pin Nz8.9 L9N	Each	2897508	$419.86	$432.87	$446.72	$461.02	$475.77	$31,307.39
55	70200530	Kit, PMM Piston Upgrade, Cummins	Each	5633625	$2,473.34	$2,550.02	$2,631.62	$2,715.83	$2,802.74	$118,561.96
									Total	**$5,926,001.89**
									CA Sales Tax 7.75%	**$459,265.15**
									Grand Total	**$6,385,267.04**

Mohawk MTS Doc. B0793.0-26

#	Material	Material Description	Unit	Manufacturer's Part No.	1st Year Unit Price	2nt Year Unit Price	3rd Year Unit Price	4th Year Unit Price	5th Year Unit Price	Mohawk 5 YEAR Total
1	70021261	Turbo Hose Clamp 4" 8.3L/8.9L - CUMMINS	Each	8926958	$7.66	$7.95	$8.25	$8.56	$8.88	$660.80
2	70024018	CAC 90 DEGREE HOSE, NF-ALL	Each	106428	$86.44	$89.68	$93.04	$96.53	$100.15	$7,453.44
3	70043596	Hump Hose 2-1/2" ID - NF-ALL	Each	034528	$10.71	$11.11	$11.53	$11.96	$12.41	$3,290.04
4	70061929	Valve Cover Gasket 8.3/8.9L - CUMMINS	Each	3905449	$26.94	$27.95	$29.00	$30.09	$31.22	$63,162.00
5	70061937	Valve Cover O-Rings 8.3/8.9L - CUMMINS	Each	3910824	$0.38	$0.39	$0.40	$0.42	$0.44	$6,197.59
6	70063230	O-RING, TURBO OUTLET, CUMMINS,8.3L,8.9L	Each	3883284	$2.06	$2.14	$2.22	$2.30	$2.39	$111.10
7	70063370	4" CT Clamp Turbo CAC Hoses - MULTI	Each	6333803	$12.76	$13.24	$13.74	$14.26	$14.79	$3,852.24
8	70083071	Weatherpack Wire Seal	Each	12015284	$0.05	$0.06	$0.07	$0.08	$0.09	$393.05
9	70083121	Weatherpack Female Pins	Each	12089188	$0.21	$0.22	$0.23	$0.24	$0.25	$1,321.35
10	70145623	Pulley Idler 8.9L - CUMMINS	Each	4991240	$28.36	$29.42	$30.52	$31.66	$32.85	$21,546.21
11	70146795	TURBO INLET CLAMP, CUMMINS 8.9L	Each	3069053	$22.01	$22.84	$23.70	$24.59	$25.51	$1,067.85
12	70147421	Gasket Oil Pan	Each	5332563	$53.04	$55.03	$57.09	$59.23	$61.45	$30,584.88
13	70152314	Trans Filter Kit for ZF Trans - NF-40	Each	6310797	$38.17	$39.60	$41.09	$42.63	$44.23	$9,874.56
14	70154799	Gasket Oil Cooler Core Inner 8.9L - ALL	Each	3918174	$16.65	$17.27	$17.92	$18.59	$25.56	$2,303.76
15	70154807	Gasket Oil Cooler Cover Outer 8.9L - ALL	Each	3929011	$15.59	$16.17	$16.78	$17.41	$23.94	$1,438.24
16	70161729	Front Crank Seal Saver Kit 8.3L, 8.9L	Each	3925626	$58.73	$60.93	$63.21	$65.58	$68.04	$17,090.46
17	70163667	Belt Water Pump 8.9L - CUMMINS ALL	Each	4942430	$21.96	$22.78	$23.63	$24.52	$25.44	$42,125.48
18	70164434	EGR VALVE GASKET, CUMMINS, 8.9L	Each	4938761	$6.24	$6.47	$6.71	$6.96	$7.22	$302.40
19	70164723	Belt Tensioner Water Pump 8.9L - ALL	Each	3973819	$57.80	$59.97	$62.22	$64.55	$66.97	$38,627.24
20	70166116	BRAKE PEDAL ASM, NF-ALL	Each	010263	$88.14	$91.45	$94.88	$98.44	$102.13	$2,375.20
21	70167684	Ignition Coil 8.9L - CUMMINS	Each	5626388	$90.55	$93.95	$97.47	$101.13	$104.92	$291,835.96
22	70168260	ENGINE DIPSTICK TUBE - RAPID,GILLIG	Each	3969058	$148.30	$153.86	$159.63	$165.62	$171.83	$23,977.20
23	70168864	Coil Extension Ignition 8.9L - CUMMINS	Each	5626390	$88.14	$91.45	$94.88	$98.44	$102.13	$568,622.88
24	70185165	EGR Hose To Block 90 Deg 8.9L - CUMMINS	Each	5258625	$24.35	$25.26	$27.24	$28.26	$29.32	$7,259.22
25	70188060	#3 Turbo O-Ring - CUMMINS	Each	3922794	$0.78	$0.81	$0.84	$0.87	$0.90	$264.60
26	70189126	Clamp Guillotine,4" Exhaust	Each	416.02.1401.909	$3.17	$3.29	$3.41	$3.54	$3.67	$153.72
27	70194910	PRESSURE RELIEF VALVE,SURGE TANK,GILLIG	Each	53-09988-000	$19.36	$20.09	$20.84	$21.62	$22.43	$3,025.86
28	70195180	Hose Preformed 45 Deg EGR 8.9L	Each	5258626	$23.20	$24.07	$24.97	$25.91	$26.88	$36,633.79
29	70199240	Engine Oil Dipstick - GILLIG	Each	3974288	$115.58	$119.91	$124.41	$129.08	$133.92	$7,474.80
									Total	**$1,193,025.92**
									CA Sales Tax 7.75%	**$92,459.51**
									Grand Total	**$1,285,485.43**

EW Truck MTS Doc. B0792.0-26

#	Material	Material Description	Unit	Manufacturer's Part No.	1st Year Unit Price	2nt Year Unit Price	3rd Year Unit Price	4th Year Unit Price	5th Year Unit Price	EW Truck 5 YEAR Total
1	70037549	O-RING, CNG FILTER, ALL BUSES	Each	3906V75	$1.04	$1.13	$1.22	$1.32	$1.44	$135.30
2	70049452	Fuel Hose Low Pressure 1/4" - MULTI	Foot	27002	$1.49	$1.62	$1.75	$1.90	$2.06	$220.28
3	70078196	HOSE SILICONE 7/8"ID	Each	78	$34.23	$37.11	$40.22	$43.60	$47.26	$1,821.79
4	70081935	Hose Silicone Cooling/Heater 1 1/8"	Each	118	$43.59	$47.25	$51.22	$55.52	$60.19	$2,319.95
5	70082735	HOSE SILICONE,1/2"	Each	SILICONEH0SE	$30.65	$33.22	$36.02	$39.04	$42.32	$2,356.26
6	70187104	EXPANSION PLUG O-RING,LARGE,CUMMINS 8.9L	Each	3926048	$4.20	$4.55	$4.94	$5.35	$5.80	$173.86
									Total	**$7,027.45**
									CA Sales Tax 7.75%	**$544.63**
									Grand Total	**$7,572.08**

Crossline Supply MTS Doc. B0794.0-26

#	Material	Material Description	Unit	Manufacturer's Part No.	1st Year Unit Price	2nt Year Unit Price	3rd Year Unit Price	4th Year Unit Price	5th Year Unit Price	Crossline Supply 5 YEAR Total
1	70160739	Spark Plug 8.9L - CUMMINS	Each	5473009	$34.00	$38.08	$42.65	$47.77	$53.50	$1,060,328.34
									Total	**$1,060,328.34**
									CA Sales Tax 7.75%	**$82,175.45**
									Grand Total	**$1,142,503.79**

Total	**$8,186,383.61**
CA Sales Tax 7.75%	**$634,444.73**
Grand Total	**$8,820,828.34**

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Wireless Voice Communications Network Agreement with San Diego County – Regional Communications System (RCS)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. G3219.0-26 (in substantially the same format as Attachment A), with RCS, for up to three hundred and seventy-five (375) radio connections to the RCS network, for a five-year period, on a non-member basis, for up to $1,812,825.00.

Budget Impact

If MTS uses its maximum allotment of 375 radios, the contract would cost up to $1,812,825.00 over the five-year contract period. Current annual usage is limited to 299 radios, divided between Taxicab Administration, Rural Bus Operations/Dispatch, and Security. Each department's annual budget includes funds for RCS radio usage.

# of radios	Monthly	Annual	5-Years	Allocation
1	$80.57	$966.84	$4,834.20	**Individual Radio Rates**
375	$30,213.75	$362,565.00	$1,812,825.00	**Maximum RCS Allocation**
Current RCS Radios				
5	$402.85	$4,834.20	$24,171.00	**Taxi**
9	$725.13	$8,701.56	$43,507.80	**Rural Bus**
285	$22,962.45	$275,549.40	$1,377,747.00	**Security**
299	$24,090.43	$289,085.16	$1,445,425.80	**Total Current Usage**

DISCUSSION:

The RCS system is a wireless voice communications system used by law enforcement, fire departments and other emergency service providers in San Diego and Imperial Counties to communicate using wireless radios throughout the region. The RCS system is a reliable system managed by the San Diego RCS. By switching to RCS system, the department immediately improved the ability of field personnel to communicate effectively and reliably with the communications center as well as their partners in the field.

The agreement with the County is quantity based and the number of radios MTS operates determines the annual cost.

The monthly cost for RCS per radio is $80.57. MTS is currently utilizing 299 radios, a cost of $289,085.16 annually. The new contract limits MTS to 375 total radios to allow for continued expansion of the radio system during the next five years without needing to modify the contract. MTS will only be charged for the number of active radios on the RCS each month.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. G3219.0-26 with RCS (in substantially the same format as Attachment A) for up to three hundred and seventy-five (375) radio connections to the RCS network, for a five-year period, on a non-member basis for up to $1,812,825.00.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement, MTS Doc. No. G3219.0-26

San Diego County – Imperial County
Regional Communications System (RCS)

Customer Agreement

RCS
San Diego Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206

(858) 694-3663 (Phone)

This Customer Agreement (referred to herein as Agreement) for use of the San Diego County – Imperial County Regional Communications System (referred to herein as RCS) is made this

_____ **of** _____, _____ *(To be filled in by Clerk of the Board).*
Day *Month* *Year*

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as COUNTY, and **San Diego Metropolitan Transit System** referred to herein as CUSTOMER.

Recitals

Witness that whereas:

A COUNTY has constructed a wireless voice communications network, RCS, that provides a high degree of coverage throughout San Diego and Imperial Counties for the purpose of improving public safety and public service communications and interoperability.

B CUSTOMER desires to pay the COUNTY for use of the RCS for the purpose of supporting the delivery of public safety and/or public services and other purposes that have been approved by the NextGen RCS Board of Directors (referred to herein as RCS BOD) and COUNTY.

C As cited on the Next Gen RCS Agreement Recital Number 9.3, RCS BOD is responsible for making recommendations concerning the approval of customer contracts and rates for the NextGen RCS services.

D Nothing in this Agreement is intended to lessen CUSTOMER's authority over and responsibility for events occurring within its jurisdiction.

E This agreement supersedes all previous RCS customer agreements.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. ***Recitals:***

   The Recitals identified above are incorporated to this Agreement.

2. ***System Operation:***

   The COUNTY provides a wireless radio communications network for CUSTOMER's use.

3. ***Governance:***

   In entering this Agreement, CUSTOMER acknowledges that use of the RCS will be controlled by the COUNTY. CUSTOMER further understands that customers are precluded from serving in any official capacity in respect to COUNTY administration, management or operation.

4. ***Authorized Uses:***

   CUSTOMER agrees to use the RCS Network and any radios operating on the network solely for the purpose of supporting the delivery of public safety or public services unless the use is approved by the RCS BOD. CUSTOMER further understands that the use of the RCS Network for any other purpose(s) will result in the CUSTOMER's radios being disconnected from the network.

5. ***Prohibition from Selling RCS Service:***

   CUSTOMER is prohibited from selling or transferring service on the RCS network to another agency or entity without prior approval of the COUNTY.

6. ***Confidentiality of Radio Programming:***

   The RCS considers programming of RCS radios confidential. CUSTOMER may not divulge RCS programming in any way to a non-RCS entity or person. CUSTOMER radios may only be programmed by Sheriff's staff or a COUNTY authorized service provider. CUSTOMER is prohibited from reprogramming RCS radios, including copying programming from one radio to another or in disseminating RCS radio programming in any other manner.

7. ***Radios:***

   CUSTOMER agrees to provide and use only RCS authorized radios. COUNTY agrees to provide CUSTOMER with specifications, including brands and models, of radios and associated equipment that is authorized for use on the RCS. CUSTOMER agrees to submit equipment specifications to RCS staff prior to purchase to ensure RCS compatibility.

8. ***Radio Limit:***

CUSTOMER is not authorized to exceed **375** radios using the RCS without approval of the RCS BOD and COUNTY.

9. ***Radio Programming:***

COUNTY provides initial programming free of charge. Additions, deletions and modifications may be assessed an additional charge as determined by COUNTY.

10. ***Radio Maintenance:***

CUSTOMER is responsible for maintenance and repair of its radio equipment.

11. ***Radio Deprogramming/Deactivation Requirement***:

CUSTOMER agrees that any radio no longer in use, whether due to disposal or transfer to another agency, shall first be deprogrammed by the COUNTY. Radios must be delivered to the RCS Management Office, Wireless Services Division (WSD), at 5595 Overland Ave., Suite 101, San Diego, CA 92123. If a radio is temporarily out of service, CUSTOMER may request that it be deactivated until it is either reactivated for use or permanently deprogrammed. Required forms for deprogramming or deactivation are available at https://www.rcs800mhz.org. Upon completion, the radio count will be updated and reflected in the next billing cycle. CUSTOMER must also have all programmed radios, regardless of status, deprogrammed by the COUNTY upon agreement expiration or termination.

12. ***Training:***

CUSTOMER agrees to provide its users with approved RCS training. CUSTOMER also agrees to use only COUNTY authorized trainers, curriculum, and training materials to provide RCS training. CUSTOMER understands and agrees that there may be a cost associated with obtaining this training.

13. ***Monthly Fees for RCS Use:***

CUSTOMER agrees to pay the COUNTY **$80.57** per radio, per month, as may be modified by Section 16, for radios which CUSTOMER places in service on the RCS network.

14. ***Establishment of Initial Talk Group and Initial Programming:***

COUNTY agrees to establish an initial talk group and initial programming of CUSTOMER radios for operation on the RCS included with the monthly fee.

15. ***Monthly Fee Changes:***

The monthly fee for RCS operational costs will be reviewed and set annually as recommended by

the RCS BOD and approved by COUNTY. The COUNTY reserves the right to increase the monthly customer fee at a time other than the annual review if RCS network conditions warrant. Monthly fee changes will be effective 60 calendar days following written notice to CUSTOMER.

16. ***Payment of Fees:***

COUNTY agrees to provide a timely and detailed invoice to CUSTOMER on a monthly basis for the radios that were programmed for RCS use for the preceding month. (The charge for radios programmed for use will be prorated based on the number of days the radio is programmed for use on the RCS.) CUSTOMER agrees to submit full payment for RCS invoices, payable to, **County of San Diego - RCS** within 30 calendar days of invoice date. COUNTY reserves the right to apply a ten percent (10%) surcharge to CUSTOMER for late payment.

17. ***Non-Payment Procedure:***

CUSTOMER agrees to remit all payments by the due date indicated on the invoice. If payment is not received by the due date, the COUNTY will issue a written notification advising that radios may be disabled if payment is not made. The first notification will be sent during the initial month of non-payment, and the COUNTY will work with the CUSTOMER to resolve any billing issues. The CUSTOMER will have thirty (30) days from the first notification to make payment. If payment remains outstanding after sixty (60) days, a second notification will advise of pending service termination. Failure to remit payment within ninety (90) days (three billing cycles) will result in all radios under this Agreement being disabled and service terminated.

18. ***Cost of Connection to RCS:***

Unless otherwise determined by separate agreement, the division point between RCS Network responsibility and CUSTOMER responsibility is the RCS designated network connection termination jack located in the designated RCS facility. CUSTOMER shall bear the expense of integrating, connecting and maintaining dispatch center radios, control station radios, or similar in-building radio, computer or other electronic equipment to the RCS Network, including the cost of telecommunications lines or microwave connections.

19. ***Network Access Priority:***

The COUNTY will make the final determination regarding the level of access priority CUSTOMER radios have to the RCS Network.

20. ***Coverage:***

This agreement does not guarantee radio coverage or service levels. Service may be interrupted or unavailable due to environmental conditions, governmental regulations or orders, system capacity limitations and/or failures.

21. ***Term of Agreement:***

The Agreement will expire on **June 30, 2031**.

22. ***Agreement Modification; Entire Agreement:***

This Agreement may only be amended in writing with the approval of the COUNTY and the CUSTOMER. Prior to processing an amendment, a recommendation shall be obtained from the RCS BOD. This Agreement constitutes the entire agreement of the parties, and any previous oral or written agreements are superseded by this Agreement.

23. ***Termination of Agreement:***

Either party may terminate this Agreement by providing no less than a sixty-day written notice of intent to terminate to the other party.

24. ***Grievance Procedure:***

CUSTOMER has the right to submit a written grievance to the RCS BOD for resolution of any network performance, radio configuration or network administration issue that has not been satisfactorily resolved through other means. A CUSTOMER grievance will be adjudicated by the RCS BOD at the earliest possible date. The RCS BOD decision is final. The RCS grievance procedure does not preclude CUSTOMER from seeking legal relief after exhaustion of the grievance procedure.

25. ***Defense and Indemnity:***

1. Claims Arising from Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CUSTOMER its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CUSTOMER', from any claim, action or proceeding against CUSTOMER, arising solely out of the acts or omissions of County in the performance of this Customer Service Agreement for Radio Services. At its sole discretion, CUSTOMER may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CUSTOMER shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Sole Acts or Omissions of CUSTOMER

The CUSTOMER hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of CUSTOMER in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CUSTOMER of any obligation imposed by this Agreement. County shall notify CUSTOMER promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

The County of San Diego (“County”) hereby agrees to defend itself, and the CUSTOMER hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CUSTOMER. In such cases, County and CUSTOMER agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CUSTOMER agree in writing to a joint defense, County and CUSTOMER may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSTOMER and County. Joint defense counsel shall be selected by mutual agreement of County and CUSTOMER. County and CUSTOMER agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CUSTOMER further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CUSTOMER.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CUSTOMER may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Points of Contact for Agreement:

Point of Contact RCS:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Regional Communications System
San Diego Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Rachelle Dziubczynski
Records Manager,Transit Security & Passeger Safety
San Diego Metropolitan Transit System
1255 Imperial Ave, Suite 1000
San Diego, CA 92101-7490

Tel No: (619) 398-9596
Email: Rachelle.Dziubczynski@sdmts.com

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:
RCS Board of Directors

Graham Mitchell, City Manager
RCS BOD Chair

Date: _____

APPROVAL:
County of San Diego

_____
Andrew Potter
Clerk of the Board of Supervisors

Date: _____

Approved as to form and legality:
Office of the County Counsel

_____
Mark Day, Senior Deputy

Date: _____

APPROVAL:
San Diego Metropolitan Transit System

_____
Signature

_____
Print Name

_____
Title

Date: _____

END OF AGREEMENT

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Investment Report – Quarter Ending March 31, 2026

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of March 31, 2026. The combined total of all investments has decreased quarter to quarter from $459.8M to $437.3M. This $22.5M decrease is primarily attributable to $22.7M in capital expenditures as well as normal timing differences between other payments and receipts for both capital and operations.

The first column provides details about investments restricted for Capital Improvement Projects (CIP), Senate Bill (SB)125 funded operations, 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 March 31, 2026

San Diego Metropolitan Transit System
Investment Report
March 31, 2026

Institution / Issuer	Function	Investment Type	Restricted	Unrestricted	Total	Avg. Rate of Return		Benchmark
J.P. Morgan Chase	Operating Funds	Depository Bank	-	42,385,500	42,385,500	1.42%	*	0.420% WSJ Money Market
American Business Bank - Retention Trust Account	Restricted for Capital Support	Depository Bank	217,338	-	217,338	N/A	**	-
Local Agency Investment Fund (LAIF)	Restricted (Stored Value)	Investment Pool	11,136,970	-	11,136,970	3.826%		3.765% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	State Grant Funds	Investment Pool	202,878,173	-	202,878,173	3.890%		3.765% S&P US T-Bill 0-3 Mth Index
Subtotal: Restricted			**214,232,481**	-	**214,232,481**			
Local Agency Investment Fund (LAIF)	Investment of Surplus Funds	Investment Pool	-	62,438,346	62,438,346	3.826%		3.765% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	Investment of Surplus Funds	Investment Pool	-	118,249,000	118,249,000	3.890%		3.765% S&P US T-Bill 0-3 Mth Index
Subtotal: Investment Surplus Funds			-	**180,687,346**	**180,687,346**			
Grand Total Cash and Investments			**$ 214,232,481**	**$ 223,072,846**	**$ 437,305,327**			

*-The 1.42% is an annual percentage yield on the average daily balance that exceeds $4.5 million
** - Per trust agreement, interest earned on retention account is allocated to trust beneficiary (contractor)

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Revisions to San Diego Metropolitan Transit System (MTS) Board Policy No. 41, "Signature Authority"

RECOMMENDATION:

That the MTS Board of Directors approve revisions to MTS Board Policy No. 41, "Signature Authority" (Attachment A).

Budget Impact

None at this time.

DISCUSSION:

MTS Board Policy No. 41, "Signature Authority", establishes the authority of specified MTS staff positions to approve and execute expense procurements, revenue contracts, grants, memorandums of understanding, cost recovery agreements and real property transfer documents.

Currently, the Procurement Manager, Senior Procurement Specialist and Principal Contracts Administrator are authorized to approve expense contracts up to $5,000. On December 5, 2025, two (2) new positions for Assistant Manager of Procurement (Non-Construction / Professional Services and Commodities) and Assistant Manager of Procurement (Design and Construction Projects) were created. This organizational redesign of the reporting structure introduces additional supervisory roles beyond the Procurement Manager, ensuring a more balanced span of control for these specific disciplines within the Department. This adjustment also alleviates the managerial burden on the Manager of Procurement, enhances operational oversight, and supports more effective staff development and accountability. The Senior Procurement Specialist and Principal Contracts Administrator will now report to these Assistant Managers of Procurement.

The proposed revisions to MTS Board Policy No. 41.4 will replace the Senior Procurement Specialist and Principal Contracts Administrator positions with the two (2) Assistant Manager of Procurement positions in order to have the same signature levels as the Procurement Manager

position (expense contracts up to $5,000). As with all other Manager positions, the Assistant Managers of Procurement will also have the authority to approve payment of invoices not associated with contracts and purchase requisitions of up to $5,000.

To match existing practice, the proposed revisions to MTS Board Policy No. 41.3 will also add the Director of Supply Chain & Operations to have the same signature level as the Procurement Manager in terms of approving purchase orders under existing contracts.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Red-line track changes to MTS Board Policy No. 41

Metropolitan Transit System

Policies and Procedures No. 41

Board Approval: ~~12/19/2024~~5/21/2026

SUBJECT:

SIGNATURE AUTHORITY

PURPOSE:

The purpose of this policy is to establish the authority granted by the Board of Directors to the Chief Executive Officer, and to provide the Chief Executive Officer with the authority to delegate functions under their control to MTS staff. It also establishes guidelines and procedures for authorized signatories relating to check processing (including wire transfers) and San Diego Metropolitan Transit System (MTS) documents (purchase requisitions, contracts, agreements, payment vouchers, deeds, grants, etc.). The policies below relate to MTS, San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI). Throughout this policy, the agencies are collectively referred to as MTS.

BACKGROUND:

From time to time, various third parties and agencies seek to verify that individual MTS staff members have the authority to execute documents on behalf of MTS.

MTS maintains a number of checking accounts in various approved financial institutions. To ensure adequate internal controls, signing of checks and execution of wire transfers are restricted to authorized personnel only. This policy establishes guidelines and procedures for obtaining appropriate approval.

In addition, this policy establishes guidelines and procedures for delegating authority to execute MTS documents, including contracts and agreements, on behalf of the Chief Executive Officer in their absence.

POLICY:

41.1a Authorized Signatories for Disbursements

A disbursement is the final authorization to pay a third party through either a check, warrant, wire transfer/Electronic Funds Transfer (EFT), Automated Clearing House (ACH) or other similar payment mechanism. Authorized signatures for disbursements are: the Accounting Manager, Assistant Controller, Controller, Deputy Chief Financial Officer, Chief Operating Officer – Bus/Rail, Chief Financial Officer, General Counsel, and Chief Executive Officer.

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 multiple cities in San Diego County.

One signature is required for disbursements under $2,000. This signature can be a facsimile signature. Two signatures are required for all disbursements over $2,000. One of these can be a facsimile signature. A listing of all facsimile checks must be reviewed and approved by an authorized signer. For disbursements over $10,000, the second signature SHALL NOT BE the Accounting Manager, Assistant Controller or Controller. Disbursements over $25,000 require that one of the signatures be that of the General Counsel, Chief Financial Officer, Deputy Chief Financial Officer, or Chief Executive Officer.

The listing below summarizes the above as to effective levels of signing authority:

Accounting Manager	To	$ 10,000
Assistant Controller	To	$ 10,000
Controller	To	$ 10,000
Chief Operating Officer – Bus/Rail	To	$ 25,000
Deputy Chief Financial Officer	Over	$ 25,000
Chief Financial Officer	Over	$ 25,000
General Counsel	Over	$ 25,000
Chief Executive Officer	Over	$ 25,000

41.1b Authorized Signatories for Internal Transfers

An internal transfer is a transfer of funds from one MTS-owned account to another held with various financial institutions including, but not limited to, a financial banking institution, the County of San Diego Investment Pool, and the Local Agency Investment Fund (LAIF) through the State of California Treasurer's Office. These transfers are most commonly transacted to meet grant requirements or to increase interest earnings by investing excess funds. For these transfers, only a single signature is needed, regardless of amount, and can be approved by the Controller, Deputy Chief Financial Officer, Chief Financial Officer, General Counsel or Chief Executive Officer.

41.2 Purchase Requisitions

Purchase Requisitions initiate the potential procurement of goods and/or services. Purchase Requisitions define the need for goods and/or services; budget for the goods and/or services; and assign staff time and resources to initiate the procurement of such goods and/or services. Purchase Requisitions do not constitute a commitment or contractual relationship with a Vendor.

Authorized signatures for Purchase Requisitions are Supervisors, Managers, Directors, Chief Operating Officer – Bus/Rail, Chief Financial Officer, Deputy Chief Financial Officer, General Counsel, and Chief Executive Officer.

Manager/Supervisor	To	$ 5,000
Directors	To	$ 7,500
Director of Capital Projects	To	$ 75,000
Chief Operating Officer – Bus/Rail	To	$ 75,000
Deputy Chief Financial Officer	To	$ 75,000
Chief Financial Officer	To	$ 75,000
General Counsel	To	$ 75,000
Chief Executive Officer	Over	$ 75,000

41.2.1 Purchase Requisitions for Inventory Items. The signature authority to approve Purchase Requisitions for inventory items is described within MTS Board Policy No. 64, Inventory Controls and Signature Authority.

41.3 Purchase Orders under Existing Contract

Upon completion of the procurement process (i.e. Board of Directors or staff approval of a formal contract pursuant to Section 41.4 of this Policy), the Procurement Manager or Director of Supply Chain & Operations may execute and transmit Purchase Orders to the vendor to properly manage the funding of multiple year contracts.

41.4 Authorized Signatories on Contracts and Documents

41.4.1 Expense Contracts. Expense contracts are contracts that require MTS to expend funds in return for goods or services. Expense contracts can be issued using various procurement forms, including but not limited to: a formal contract punch-out catalog purchase orders, or vendor agreement forms. All approval levels must be contained within and be consistent with overall Board of Directors approval levels. The approval levels are as follows:

Materials Manager (Punch-Out Catalog Purchase Orders Only)	To	$ 5,000
Procurement Manager, ~~Senior~~ Assistant~~Procurement~~ Procurement Manager~~Specialist or Principal Contracts Administrator~~	To	$ 5,000
Directors	To	$ 7,500
Director of Capital Projects	To	$ 75,000
Chief Operating Officer – Bus/Rail	To	$ 75,000
Deputy Chief Financial Officer	To	$ 75,000
Chief Financial Officer	To	$ 75,000
General Counsel	To	$ 75,000
Chief Executive Officer	Up To	$ 150,000
Board of Directors	Over	$ 150,000

41.4.2 Stand-Alone Purchase Orders. Once a Purchase Requisition for the procurement of goods and/or service is approved per Section 41.2 of this Policy or through Board of Directors action, the Procurement Manager or their designee will have the authority to execute stand-alone purchase orders so long as the value of the stand-alone purchase order does not exceed the value of the approved Purchase Requisition.

The Chief Executive Officer will implement internal policies and protocols to identify which procurements for goods and/or services are appropriate for the use of a stand-alone purchase order process as opposed to requiring a formal contract subject to heightened review and approval.

41.4.3 Purchase Card. Authorized signatures for Purchase Card transactions are Directors, Chief Operating Officer – Bus/Rail, Chief Financial Officer and Chief Executive Officer. All approvals of Purchase Card transactions must be consistent with MTS's internal Purchase Card Policy.

41.4.4 Change Orders. A contract change order is a change within the original scope of the contract. Contract change orders costing $150,000 or less may be approved by the Chief Executive Officer. Contract change orders costing more than $150,000 may be approved by the Board of Directors. Any change order costing more than $150,000 that requires immediate approval due to: an emergency involving public safety; liability to MTS; unacceptable delay to the project; or substantial cost increase, shall receive immediate concurrence from the Chief Executive Officer and report such action to the Board of Directors at its next meeting.

41.4.5 Revenue Contracts. Revenue contracts are contracts that result in payments to MTS for goods, services or real property interests. Examples include group/employer sales contracts (monthly passes/fare revenue), advertising, special event licenses, property leases, right of entry permits or licenses, easements and grant deeds. All revenue contracts may be approved by the Chief Executive Officer. Long-term concession contracts (e.g. bus shelter advertising, naming rights, trolley station concessions) and the sale of real property rights (e.g. easement or fee simple interest) valued over $150,000 shall be approved by the Board of Directors.

41.4.6 Grants and Memorandums of Understanding. Grants and related documents necessary to obtain local, state and federal funding may be approved by the Chief Executive Officer, Chief Financial Officer, or General Counsel. Memorandums of Understanding or other agreements documenting an agreed process or program, but not requiring a specific expenditure of MTS funds, may be approved by the Chief Executive Officer. Memorandums of Understanding or other agreements that materially alter the risk or liability MTS has agreed to/is legally obligated to bear, shall be approved by the Board of Directors.

41.4.7 Cost Recovery Agreements. Agreements to undertake certain activities, but which are fully funded by another entity, may be approved by the Chief Executive Officer. Examples include agreements with San Diego Association of Governments establishing the cost-recovery process for *TransNet*-funded transit programs or agreements with North County Transit District to pay its fair share of Regional Fare System (Compass Card) costs.

41.4.8 Real Property Transfer Documents. Subject to the approval limits set forth in this Policy, the Chief Executive Officer is authorized to sign all real property transfer documents, including but not limited to, permits, rights of entry, licenses, leases, deeds, easements, escrow instructions, and certificates of acceptance.

41.4.9 Capital Asset Transfer Documents. Capital Assets may include but are not limited to: revenue vehicles; non-revenue vehicles; equipment; information technology; and furniture. Transfer documentation for Capital Assets may be signed by staff as authorized within MTS Board Policy No. 33, Capital Asset Disposal.

41.4.10 Emergency Procurements. As authorized by Public Utilities Code section 120224.1, the Chief Executive Officer may authorize the purchase of goods or services, including those costing more than $150,000, if the purchase requires immediate approval to avert or alleviate damage to, or to repair or restore damaged or destroyed property and insure that MTS facilities are available to serve the transportation needs of the general public or to comply with any state or federal

regulation with respect to the operation of public transportation services or protecting public safety. The Chief Executive Officer shall report such actions to the Board of Directors at its next meeting.

41.4.11 Construction Contract Documents. Subject to the limits set forth by this Policy and/or the Director of Capital Projects, Project Managers on Construction Projects are authorized to execute documents relating to the management of a construction contract (e.g. Notice of Completion).

41.5 Changes in Terms and Conditions

Any requested revision to MTS's Terms and Conditions or to accept a Vendor's Terms and Conditions must be approved by the General Counsel.

41.6 Authorized Signatories for Payment of Invoices

41.6.1 Payment of Invoices not associated with Contracts. Payment of invoices not associated with contracts includes, but is not limited to, employee reimbursements, payroll deductions, utility payments, insurance payments, purchase card transactions and claim payments. Authorized signatures for payment of these invoices are Supervisors, Managers, Directors, Chief Operating Officer – Bus/Rail, Chief Financial Officer, Deputy Chief Financial Officer, General Counsel, and Chief Executive Officer.

All approval levels must be contained within and be consistent with overall Board of Directors approval levels. The approval levels are as follows:

Manager/Supervisor	To	$ 5,000
Directors	To	$ 7,500
Chief Operating Officer – Bus/Rail	To	$ 75,000
Deputy Chief Financial Officer	To	$ 75,000
Chief Financial Officer	To	$ 75,000
General Counsel	To	$ 75,000
Chief Executive Officer	Over	$ 75,000

41.6.2 Payment of Invoices associated with Contracts. Payment of invoices associated with contracts, includes, but is not limited to, formal contracts, stand-alone purchase orders and punch-out catalog purchase orders. The Chief Executive Officer will implement internal policies and protocols to ensure that upon receiving an invoice, the proper rate, price and quantity is being charged before payment is processed. Once payment is processed, the disbursement must then be approved as required by Section 41.1 of this Policy.

41.7 Authorized Signatories for Freight/Shipping and Sales/Other Taxes

The signature authority for the approval and payment of freight/shipping and sales/other taxes is described within MTS Board Policy No. 63, Payments for Freight/Shipping or Sales/Other Taxes Policy.

41.8 Authorized Signatories for Absences

In the Chief Executive Officer's absence, General Counsel, Chief Financial Officer or the Chief Executive Officer's designee is authorized to execute all checks,

purchase requisitions, contracts, and documents as necessary, subject to any limits set or instructions given by the Chief Executive Officer.

In the General Counsel's absence, the Deputy General Counsel is authorized to execute all checks, purchase requisitions, contracts, and documents within the General Counsel's authority, subject to any limits set or instructions given by the General Counsel.

In the Procurement Manager's absence, the Chief Financial Officer, the General Counsel, the Deputy Chief Financial Officer, or the Controller is authorized to execute Expense Contracts falling within the Procurement Manager's signature authority.

In the Clerk of the Board's absence, the Assistant Clerk of the Board is authorized to execute documents as may be required to certify actions of the Board of Directors.

41.9 Electronic Signature

Any signature authorized within this Policy may be provided electronically through an automated system (e.g. SAP system).

Upon receipt of approval from the Board of Directors for any Expense Contract over $150,000, the Chief Executive Officer or their designee shall have the authority to provide the electronic approval within an automated system for the Board of Directors when applicable.

This original Policy was adopted on 2/13/1992.
Policy revised on 8/11/1994.
Policy revised on 1/29/2004.
Policy revised on 2/23/2006.
Policy revised on 11/18/2010.
Policy revised on 11/14/2013.
Policy revised on 03/20/2014.
Policy revised on 10/29/2015
Policy revised on 12/8/2016.
Policy revised on 2/14/2019
Policy revised on 7/29/2021 (section 41.8)
Policy revised on 11/10/2022, changes effective on 1/1/2023
Policy revised on 12/19/2024
Policy revised on 5/21/2026

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

El Cajon Bus Maintenance Facility (ECBMF) Battery Storage – Contract Amendment

RECOMMENDATION:

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

1) Ratify MTS Doc. No. PWB414.0-25 (Attachment A), with Fordyce Construction, Inc. (Fordyce), a Small Business (SB), in the amount of $143,016.00 for the procurement and installation of a pre-manufactured battery storage building at ECBMF;

2) Ratify Amendment No. 1 to MTS Doc. No. PWB414.0-25 (Attachment B), with Fordyce, for the addition of explosion-proof electrical fixtures to the battery storage building in the amount of $3,858.92; and

3) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. PWB414.0-25 (in substantially the same format as Attachment C), with Fordyce, for the increased power supply and fire alarm system tie-in of the battery storage building in the amount of $37,969.54.

Budget Impact

The total contract cost of the services is estimated to be $184,844.46. These services will be funded by Capital Improvement Project (CIP) account 1009120901 – ECBMF Battery Storage.

DISCUSSION:

During construction of the ECBMF in 2017, it was determined that the area designated for battery charging and storage, not being designed with fully enclosing exterior walls, would expose batteries to open air, sunlight, and stormwater. This could have presented compliance concerns with environmental, health, and safety regulations. A temporary solution used was to store and charge the facility's batteries in the tire storage area. The ECBMF Battery Storage project involves the procurement, permitting, installation and startup of a pre-manufactured battery storage building to be placed in the originally designated location and restores optimal usage of the tire storage space. This pre-manufactured building will meet the needs of the site's

stormwater requirements, keep MTS in compliance with environmental, health and safety regulations, more efficiently store and charge batteries, as well as relocating them out of temporary location.

Today's proposed actions will ratify MTS Doc No. PWB414.0-25 and Amendment No. 1, which were approved by the MTS CEO under Board Policy 41, and approve new Amendment No. 2.

On September 27, 2024, MTS released an Invitation for Bid (IFB) solicitation for the ECBMF Battery Storage project. Two bids were received on November 22, 2024, from the following firms:

Firm	Firm Certification	Grand Total
Fordyce Construction, Inc.	SB	$143,016.00
DLG Contractors Inc.	SB (Micro)	$148,400.00

Fordyce met all the solicitation requirements and was deemed the lowest responsive and responsible bidder. Based on the comparison of both bids received, staff determined Fordyce's bid to be fair and reasonable. The Independent Cost Estimate (ICE) provided by staff was $75,637.14. Fordyce did not designate any subcontractors.

This award was not subject to the Project Labor Agreement (PLA) requirements approved under MTS Board Policy No. 66 because the MTS's engineer estimate was under $1,000,000.00.

On January 7, 2025, the MTS CEO executed the main Agreement PWB414.0-25 for the procurement and installation of a pre-manufactured battery storage building at ECBMF in the amount of $143,016.00 under CEO's authority pursuant to Board Policy 41 (Signature Authority).

On May 22, 2025, the MTS CEO executed Amendment No. 1 totaling $3,858.92 for the addition of explosion-proof lighting and receptacle fixtures required for the nature of batteries being stored and potential for ignition from hydrogen gas release during charging. The total for the main Agreement and this amendment was $146, 874.92, which remained under CEO's spending authority of $150,000.

Today's proposed action will authorize Amendment No. 2, totaling $37,969.54, for the addition of a new power supply needed for an increased electrical demand beyond what is available at existing receptacles in the designated battery storage area. It will also allow for the wiring, programming, and startup testing of the storage building's hydrogen alarm system connection to the main ECBMF fire alarm system. This alarm system tie-in was recommended after review by the El Cajon Fire Marshal.

The Contract, and subsequent Amendments are summarized below:

Document	Description	Authorization	Amount
Original	ECBMF Battery Storage	Today's Board Action - Ratify (approved under CEO's authority – Board Policy 41)	$143,016.00
AM 1	Explosion-Proof Fixtures	Today's Board Action - Ratify (approved under CEO's authority – Board Policy 41)	$3,858.92
		Sub-Total	**$146,874.92**
AM 2	New Electrical Raceway and Hydrogen Alarm	Today's Board Action - Approve	$37,969.54
		Total	**$184,844.46**

Therefore, staff recommends that the MTS Board of Directors:

1) Ratify MTS Doc. No. PWB414.0-25 (Attachment A), with Fordyce Construction, Inc. (Fordyce), in the amount of $143,016.00 for the procurement and installation of a pre-manufactured battery storage building at ECBMF;

2) Ratify Amendment No. 1 to MTS Doc. No. PWB414.0-25 (Attachment B), with Fordyce, for the addition of explosion-proof electrical fixtures to the battery storage building in the amount of $3,858.92; and

3) Authorize the CEO to execute Amendment No. 2 to MTS Doc. No. PWB414.0-25 (in substantially the same format as Attachment C), with Fordyce, for the increased power supply and fire alarm system tie-in of the battery storage building in the amount of $37,969.54.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed MTS Doc. No. PWB414.0-25
B. Executed Amendment No. 1, MTS Doc. No. PWB414.1-25
C. Draft Amendment No. 2, MTS Doc. No. PWB414.2-25

Metropolitan Transit System

CONTRACT DOCUMENT LOG SHEET

CONSTRUCTION

Updated 8/6/24

Contractor Information

Fordyce Construction, Inc.	Contract #:	PWB414.0-25	Amendment #: n/a
Brian Fordyce	Purchase Order #:		Purchase Requisition #: 10127966
(619) 449-4272	Prevailing Wage? (Y/N):	Y	Is this a New Vendor? (Y/N): Y
admin@fordyceconstruction.com	**Total Board Approval Amount:**		$0.00
	Contingency (From Board Approval):		*$0.00*
	Contingency Balance (After Amendment):		*$0.00*
Agenda Item #: n/a	Current Contract Value:		$143,016.00
	Amendment Amount:		$0.00
Board Approval Date: n/a			
	Final Total Contract Value ***(Current Contract + Total Amendment)*** **:**		$143,016.00

Type of Funds Used (Check all that apply):

☑ Local | ☐ Federal: FTA | ☐ Other Federal: _____ | ☐ State | ☐ Other State - TIRCP | ☐ Other: _____

Type of Contract (Check all that apply):

☑ Expenditure | ☐ Other: _____

Description: (Provide brief summary of scope of work related to this agreement or amendment):

The permitting, procurement, installation, and startup of a pre-manufactured storage shelter with all related appurtenances for battery storage and charging.

OPERATIONS ONLY Department/Acct Code	CIP ONLY Project/Task Detail	BUDGET DISTRIBUTION Amount
	1009120901/599908	$143,016.00
		$0.00

Base Contract Term: NTP+ to 160 cal days

Option Years:

AM 1		to		AM 5		to	
AM 2		to		AM 6		to	
AM 3		to		AM 7		to	
AM 4		to		AM 8		to	

Completion Date: NTP + 160 cal days

Method of Procurement: ☑ IFB | ☐ RFQ | ☐ Other: _____

Insurance MyCOI: ☑ Yes ☐ No

Project Manager: David Urbaez (Name)

Contract Officer: George Eliseo (Name)

For Contract Specialist Use Only

Contract Emailed to Vendor: **Date:** **01/07/25 LF**

Executed Contract Received: **Date:** **01/07/25 LF**

DIR Registration Date: **Date:**

Review/Approval Initials:

1. Project Manager	DAU	Date:	12/20/2024
2. Director/COO	HMF	Date:	12/20/2024
3. Procurement Mgr	CA	Date:	12/20/2024
4. Finance (Capital Projects) *	EC	Date:	12/30/2024
5. Finance (Budget)	MT	Date:	12/30/2024
6. Finance (CFO)	MT	Date:	12/30/2024
7. General Counsel	JA	Date:	1/6/2025
8. CEO	SC	Date:	1/6/2025

** As applicable only*

Routing Notes:

Metropolitan Transit System

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWB414.0-25

EAST COUNTY BUS MAINTENANCE FACILITY (ECBMF) BATTERY STORAGE PROJECT

THIS AGREEMENT is entered into this 7 day of January 2025, 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: Fordyce Construction, Inc.

Address: 9932 Prospect Avenue Ste. 138
Santee, CA 92071

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

Email: admin@fordyceconstruction.com

Telephone: (619) 449-4272

Authorized person to sign contracts Brian Fordyce (Name) President (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:

EAST COUNTY BUS MAINTENANCE FACILITY (ECBMF) BATTERY STORAGE PROJECT

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 **160 calendar days, 15-day submittal prep and review, 140-day lead time and 5-day installation** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred Forty-Three Thousand and Sixteen Dollars ($143,016.00). 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	FORDYCE CONSTRUCTION, INC.
By: Sharon Cooney Sharon Cooney, Chief Executive Officer	**By:**
Approved as to form: **By:** John Ahn Digitally signed by John Ahn Date: 2025.01.06 15:34:52 -08'00' For: Karen Landers, General Counsel	**Title:** Brian Fordyce, President

EXHIBIT A

Standard Agreement

and

General Conditions

GENERAL CONDITIONS

3.1. DEFINITIONS

Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

A. Act of God is an earthquake in excess of a magnitude of 3.5 on the Richter scale or a tidal wave.

B. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

C. Approval means written authorization by Engineer and/or MTS.

D. Board of Directors, Board means the Board of Directors of MTS.

E. Claim -- A demand or assertion by MTS or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

F. Contract -- The entire integrated written agreement between MTS and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

G. Contract Documents -- The documents are listed in the Contracts Documents Section of this IFB. Some documents provided by MTS to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions, are not Contract Documents.

H. Contract Price -- Amount to be paid by MTS to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents and including all applicable taxes and costs.

I. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

J. Contractor means the person, firm or corporation with whom a contract has been made for the performance of the Work or any part thereof covered by these Specifications. The Contractor shall designate in writing to MTS the name of its authorized representative who shall have sole authority to direct the Work and receive orders from MTS.

K. Day shall mean calendar day of 24 hours measured from midnight to the next midnight.

L. Engineer of Record (EOR) is the individual, partnership, corporation, joint venture, or other legal entity who stamped the plans, named as such in the Special Conditions, or any succeeding entity designated by MTS.

M. Green Book -- The current edition, unless otherwise designated, of the Standard Specifications for Public Works Construction promulgated by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

N. Install means the complete installation of any item, equipment, or material.

O. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

P. MTS -- shall mean the San Diego Metropolitan Transit System, as well as its subsidiary corporations, including San Diego Trolley, Inc. (SDTI); San Diego Transit Corporation (SDTC); and the San Diego & Arizona Eastern (SD&AE) Railway Company.

Q. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work for the Project, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

R. Project is the project planned by MTS as provided in the Contract Documents.

S. Recyclable Waste Materials -- Materials removed from the Project sites which are required to be diverted to a recycling center rather than an area landfill in accordance with the local agency's jurisdiction. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

T. Site -- Lands or areas indicated in the Contract Documents as being furnished by MTS upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by MTS which are designated for the use of Contractor.

U. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

3.2. TERMINOLOGY

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

i. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

ii. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

iii. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

3.3. CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The contract documents comprise the component parts of the contract. The Contractor shall complete the Work in strict accordance with all of the Contract Documents. This Contract shall supersede any prior agreement of the parties.

Interpretations:

The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify MTS in writing.

In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

A. Change Orders

B. Addenda

C. Special Conditions

D. Project-Specific Technical Specifications, if applicable

E. Plans (Contract Drawings)

F. Contract

G. General Conditions

H. Instructions to Bidders

I. IFB

J. Contractor’s Bid Forms

K. Caltrans Standard Specifications 2010 Standard Drawings

L. Reference Documents

M. Technical Specifications N/A

N. Standard Specifications (Excluding sections 1-9 in their entirety)

O. Plans prepared by N/A

With reference to the Drawings, the order of precedence shall be as follows:

P. Figures govern over scaled dimensions

Q. Detail drawings govern over general Drawings

R. Addenda or Change Order drawings govern over Contract Drawings

S. Contract Drawings govern over Standard Drawings

T. Contract Drawings govern over Shop Drawings

Conflicts in Contract Documents:

Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply Contractor shall comply with all requirements of the Contract Documents.

Organization of Contract Documents:

Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among subcontractors or in establishing the extent of Work to be performed by any trade.

Ownership of Contract Documents:

All Contract Documents furnished by MTS are MTS property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to MTS on request at completion of the Work.

3.4. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

Examination of Contract Documents:

Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify MTS of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

Additional Instructions:

After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, MTS will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

Quality of Parts, Construction and Finish:

All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from MTS such Approval may be necessary for the proper performance of Work.

Contractor’s Variation from Contract Document Requirements:

If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, MTS may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor’s expense.

3.5. LICENSING REQUIREMENTS

Pursuant to section 7028.15 of the Business and Professions Code and section 3300 of the Public Contract Code, all bidders must possess licenses issued by the State of California Contractors License Board for performance of this Contract. Pursuant to section 7028.15 of the Business and Professions Code, and unless otherwise specified herein, any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents shall be nonresponsive, and MTS shall reject the Bid. MTS shall have the right to request, and Bidders shall provide within five (5) Days, evidence satisfactory to MTS of all valid license(s) currently held by that Bidder before awarding the Contract. Pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

3.6. EXISTENCE OF UTILITIES AT THE WORK SITE

Existing Utilities:

Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities.

Nothing herein shall be deemed to require MTS to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.

It shall be the Contractor’s responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor’s operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences or for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Section.

Relocation of Utilities:

When the Contract Documents provide for Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be included in the Contract Price.

Temporary or permanent relocation or alteration of indicated utilities requested by Contractor for Contractor’s convenience shall be Contractor’s responsibility, and Contractor shall make all arrangements and bear all costs.

After award of the Contract, portions of utilities not indicated in the Contract Documents which are found to interfere with the Work may be relocated, altered, or reconstructed by the utility owner, or MTS may order changes in the Work to avoid interference. Such changes will be paid for in accordance with these General Conditions.

Protection of Utilities:

Contractor shall not interrupt the service function or disturb the support of any utility, without authority from MTS or order from the utility owner. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities shown in the Contract Documents, Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

3.7. SOILS INVESTIGATIONS

When a soils investigation report for the Project is known to MTS, such report shall be attached to these Specifications. Any information obtained from such report as to subsurface soil conditions is approximate only and is not guaranteed. Contractor acknowledges that such report was prepared for purposes of information only and Contractor is required to examine the site before submitting its bid and must conduct whatever measures it deems appropriate to determine the underground condition of the soil.

3.8. SCHEDULE

General Requirements:

The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to MTS. Contractor shall deliver the schedule and all updates to MTS in both paper and electronic form. The electronic versions shall be in the same format and include all data used to prepare the schedule; pdf. copies alone are not acceptable.

Initial Schedule:

Within fourteen (14) calendar days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to MTS for Approval. The receipt or Approval of any schedules by MTS shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by MTS.

Schedule Contents:

The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The schedule shall include the necessary time for processing submittals, permits, and traffic control plans. The overall Project Schedule duration shall be within the Contract Time.

Schedule Updates:

Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to MTS monthly when requested to do so by Engineer. MTS may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

Recovery Schedule:

Should any of the following conditions exist, MTS may require Contractor to prepare, at no extra cost to MTS, a plan of action and a Recovery Schedule for completing the Work and achieving all contractual milestones within the allotted Contract Time:

A. The Contractor's monthly progress report indicates delays that are, in the opinion of MTS, of sufficient magnitude that MTS questions the Contractor's ability to complete the Work;

B. The CPM schedule shows the Contractor to be thirty (30) or more days behind the critical path at any time during construction;

C. The Contractor desires to make changes in the logic or the planned duration of future activities of the CPM schedule which, in the opinion of MTS, are major in nature.

D. The recovery schedule shall include proposed revisions to the construction schedule, demonstrating how Contractor intends to achieve all contractual milestones including contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.

E. Contractor shall submit the Recovery Schedule within seven (7) Days of MTS's request.

Contractor is responsible for all costs associated with the preparation and execution of the Recovery Schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence.

Regardless of whether MTS directs Contractor to prepare a Recovery Schedule pursuant to this Section, Contractor shall promptly undertake appropriate action at no additional cost to MTS to recover the schedule whenever the current construction schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time.

3.9. SUBMITTALS

At the preconstruction meeting, Contractor shall furnish to MTS for approval a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

Contractor will provide samples and submittals, together with catalogs and supporting data required by MTS, to MTS within a reasonable time period to provide for adequate review and avoid delays in the Work.

These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

3.10. SHOP DRAWINGS

Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and

approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

Contractor shall make any corrections required by MTS, and file with MTS six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured MTS's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

3.11. MATERIALS

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to MTS free from any claims, liens, or charges.

Materials shall be stored on the Project site in such manner so as not to interfere with any operations of MTS or any independent contractor.

Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and MTS shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications.

MTS shall provide compensation for actual quantities of materials installed in accordance with the Contract Documents and at the price set forth in the Contractor's bid and/or executed change order. MTS is not obligated to pay for materials stored on/off site but not installed in accordance with the Contract Documents.

3.12. REQUESTS FOR SUBSTITUTION

For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

Pursuant to Public Contract Code section 3400(b), MTS may make a finding that is described in the IFB that designates certain products, things, or services by specific brand or trade name.

Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, MTS has adopted uniform standards for certain materials, processes, and articles.

The Contractor shall submit substitution requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than the preconstruction meeting. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by MTS, the Contractor shall provide the material, method or service specified herein. MTS shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. MTS has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

Substantiating data as described above shall include, at a minimum, the following information:

A. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

B. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

C. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

D. Information detailing the durability and lifecycle costs of the proposed substitution.

Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. MTS is not obligated to review multiple submittals related the same substitution request resulting from the Contractor’s failure to initially submit a complete package.

Time limitations within this Section shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor’s failure to provide substitution requests at the time and in the manner described herein.

The Contractor shall bear the costs of all MTS work associated with the review of substitution requests.

If substitution requests approved by MTS require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

3.13. PERMITS AND LICENSES

MTS will obtain the necessary encroachment permits for work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the project, shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations

relating to the work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to MTS.

Each bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s): B and/or A and/or C-10 for the duration of the Contract.

3.14. POWER MATERIALS

Contractor shall provide at its own expense, all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of MTS to perform in a safe and satisfactory manner the work required by the contract.

3.15. EXCAVATION

Excavations Four (4) Feet or More in Depth:

Per Cal. Pub. Con. Code 7104, if the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify MTS in writing of any of the following conditions:

A. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

B. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.16. TRAFFIC CONTROL

Traffic control plan(s) for the work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction.

All warning signs and safety devices used by the Contractor to perform the work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones." The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval within fourteen (14) calendar Days of Contract award. **The approved traffic plan must be submitted to MTS prior to the commencement of work in a public street.**

The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses.

No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by MTS.

These requirements shall not authorize any extension of time for performance of this Contract.

3.17. SUPERVISION AND SUPERINTENDENCE

Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to MTS except under extraordinary circumstances. Superintendent must be able to proficiently speak, read and write in English.

Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her. Any person in the employ of the Contractor whom MTS may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

3.18. CONTRACTOR'S SELF-PERFORMANCE

Contractor must self-perform a minimum of **thirty percent (30%)** of work on the Project.

3.19. SUBCONTRACTORS

Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor 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 Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents 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 Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

3.20. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend, indemnify and hold MTS, SDTI, SDTC, SD&AE, SD&IV and any and all of its directors, officers, agents or employees, free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of, related to, or in connection with the Work or this Contract, including claims made by subcontractors for nonpayment, and including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of MTS's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against MTS, SDTI, SDTC, SD&AE, SD&IV and any and all of its directors, officers, agents or employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against MTS, SDTI, SDTC,

SD&AE, SD&IV and any and all of its directors, officers, agents or employees, in any such suit, action or other legal proceeding. Contractor shall reimburse MTS, SDTI, SDTC, SD&AE, SD&IV and any and all of its directors, officers, agents or employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

Contractor agrees to pay, or reimburse MTS, SDTI, SDTC, SD&AE, and SD&IV for regulatory agency or court-imposed fees, fines, or penalties imposed on MTS, SDTI, SDTC, SD&AE, and SD&IV arising from Contractor's failure to complete the Work in a timely manner and/or in accordance with the Contract Documents and any applicable permits or Applicable Laws. Contractor's responsibility and obligation to pay, or reimburse, MTS for these fees, fines, or penalties shall be in addition to the assessment of liquidated damages for late completion of the Work.

3.21. COMPLIANCE WITH GENERAL CONSTRUCTION PERMIT FOR CONSTRUCTION ACTIVITY SCHEDULE

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

Contractor shall obtain coverage for the Project under the State Water Resources Control Board (State Board) Water Quality Order No. 2022-0057-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity, NPDES Permit No. CAS000002 (Construction General Permit) or any amendment, renewal or reissuance thereof, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

For projects that disturb less than one acre of land, Contractor shall implement pollution prevention measures to control runoff, including but not limited to controls for erosion, sediment, dewatering pollution, source, and run-on and runoff; soil stabilization, protection of riparian and wetland vegetation and habitat, preventing non-stormwater discharges, final site stabilization, and other measures appropriate to control pollutants on a dynamic and changing site.

Contractor shall implement and comply with all aspects of the Construction General Permit, including but not limited to all discharge prohibitions and limitations, effluent limitations, receiving water limitations, revising permit coverage information, preparing, implementing and updating a Storm Water Pollution Prevention Plan (SWPPP) and best management practices ("BMPs"), conducting or causing to be conducted all inspections and monitoring activities, and terminating permit coverage.

Contractor shall employ or otherwise retain a qualified SWPPP developer (QSD) and qualified SWPPP practitioner (QSP) from the beginning of the Work through the notice of termination approval. Contractor shall ensure that all persons implementing the requirements of the Construction General Permit are licensed or certified in accordance with the requirements of the Construction General Permit. 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 Work including, without limitation, all provisions of applicable ordinances regulating discharges of storm water; 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 submit all documents required by this Article to MTS for review and approval prior to submission of the documents to any regulatory agency, including but not limited to any notice of intent, notice of termination, site maps, photos, SWPPP, monitoring reports, and annual reports. Contractor shall confirm with MTS that the appropriate post-construction design standards are implemented and shall consult MTS's Post Construction Stormwater Management Manual before finalizing any post construction stormwater measures.

In addition to compliance with the Construction General Permit, Contractor shall comply with the lawful requirements of any applicable municipality, MTS, drainage agency, and other federal, state, or local agency regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in storm water management programs.

MTS retains the right to procure and maintain coverage under the Construction General Permit or other required permits for the Project site if the Contractor fails to obtain coverage or to proceed in a manner that is satisfactory to MTS. Whether Contractor has adequately maintained compliance with this section shall be MTS's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs incurred by MTS in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit or other requirement of this section shall be paid by the Contractor.

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 any relevant enforcement entity.

Failure to comply with the Construction General Permit may be a violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless MTS, its Board, members of the Board, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which MTS, its Board, members of the Board, employees and authorized volunteers may sustain or incur for noncompliance with the Construction General Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of MTS, its Board, members of the Board, employees or authorized volunteers. MTS may seek damages from the Contractor for delay in completing the Contract in accordance with the contract requirements herein caused by Contractor's failure to comply with the Construction General Permit, any laws, regulations, and policies described in this section, or any other relevant water quality law, regulation, or policy.

It shall be Contractor's responsibility to evaluate and include in the Contract amount the cost of complying with this section. Contractor shall include the cost to perform this Work in its Bid.

3.22. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water,

resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the Project, and/or use of temporary hoses and pipelines to convey water.

Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, MTS may do so and the cost of such clean up shall be charged back to the Contractor.

3.23. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

3.24. EXCESSIVE NOISE

The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

3.25. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of liquids, including, but not limited to, all containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

3.26. COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the California Air Resources Board (“CARB”) regulations including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments (“Regulation”).

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor’s and subcontractors’ fleet including, without limitation, Certificates of Reported Compliance (“CRC”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from MTS.

Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless MTS, its officials, officers, 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 Regulation.

3.27. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

3.28. TESTS AND INSPECTIONS

Unless otherwise required in the Contract Documents, if the Contract Documents, MTS, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide MTS at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than MTS, Contractor shall promptly inform MTS of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for MTS testing and MTS inspection shall be paid by MTS. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by MTS, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify MTS so that MTS may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of MTS, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

Reexamination of Work may be ordered by MTS. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, MTS shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

3.29. PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by MTS. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from

settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from MTS, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by MTS. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by MTS and the Contractor.

All traffic detector loops, fences, walls, culverts, survey monuments, or other obstructions (except survey monuments within the limits of the Work) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to original condition and to the satisfaction of MTS, by and at the expense of the Contractor, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. Contractor shall notify MTS at least 2 Days before a survey monument within the limits of the Work will be damaged, and MTS will replace the survey monument at no expense to the Contractor. If MTS is not properly notified, Contractor shall replace the survey monument at its sole expense. It is the Contractor's responsibility to employ at its expense a licensed Land Surveyor to restore all survey monuments outside the limits of the Work, which are destroyed or obliterated.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations.

Contractor shall:

A. Enclose the working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to the public.

B. Provide substantial barricades around any shrubs or trees indicated to be preserved.

C. Deliver materials to the Project site over a route designated by MTS.

D. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, MTS shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

E. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of MTS. Contractor shall not unreasonably encumber the Project site with its materials.

F. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to MTS.

G. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to MTS.

H. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

I. At the completion of work each day, leave the Project site in a clean, safe condition.

J. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. MTS shall be entitled to inspect and copy any such documentation, video, or photographs.

3.30. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

3.31. LABOR

Hours of Work:

Eight (8) hours of work shall constitute a legal day's work. Contractor and each subcontractor shall forfeit, as penalty to MTS, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor'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 allege failure to comply with the Prevailing Wage Laws.

The Contractor 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 Contractor.

Contractor 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, Contractor 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. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

In accordance with Labor Code section 1771.4, the Contractor 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.

Contractor 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 Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor 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:

Contractor'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. Contractor 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 Contractor 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 Contractor 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.

3.32. INSURANCE

Contractor will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

MTS utilizes the services of a third-party insurance monitoring company. As a condition of contract award, Contractor shall submit any required insurance policies to the third-party monitoring company of MTS' choosing.

A. COVERAGE REQUIRED - ALL CONTRACTS (LIABILITY)

i. 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.

ii. 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.

iii. Workers' Compensation/Employer Liability At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance, including Occupational Disease, 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.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED)

i. ☐ Owner-Provided Builder's Risk - PROVIDED

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.

ii. ☐ Railroad Protective Liability and CG 24 17 or 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 shown below, and name MTS as the named insured on the policy.

iii. ☐ Professional Liability - REQUIRED

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.

iv. ☐ Pollution Legal Liability - REQUIRED

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.

v. ☐ Contractor Equipment - REQUIRED

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.

vi. ☐ Installation Floater - REQUIRED

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.

vii. ☐ Garage Keeper's Legal Liability & Automobile Portion - REQUIRED

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.

viii. ☐ Crime Fidelity Insurance - REQUIRED

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

ix. ☐ Umbrella or Excess Liability (if required to meet liability limits above) - REQUIRED

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.

x. ☑ Primary and Non-Contributory Insurance - REQUIRED

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).

C. MINIMUM POLICY LIMITS REQUIRED

Combined Single Limit (CSL)

Commercial General Liability (Per Occurrence):	$3,000,000
(General Aggregate)	$6,000,000
(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

Additional Coverages (as indicated under Section B, Additional Coverages Required):

☐	B. (1) Builder's Risk	Replacement Cost
☐	B. (2) Railroad Protective (Per Occurrence):	$5,000,000
	Railroad Protective (General Aggregate):	$10,000,000
☐	B. (3) Professional Liability	$
☐	B. (4) Pollution Liability	$
☐	B. (5) Contractor Equipment	Replacement Cost
☐	B. (6) Installation Floater	Replacement Cost
☐	B. (7) Garage Keeper's Legal Liability	$
☐	(Combined Single Limit (CSL) Per Occurrence)	
☐	B. (8) Crime Fidelity Insurance	$
☐	B. (9) Umbrella or Excess Liability	$
	(if required to meet liability limits above)	
☑	B. (10) Primary and Non-Contributory Insurance	Primary
☐	B. (11) Cyber Security Liability Insurance	$

D. NOTICE OF POLICY CHANGES

Contractor shall not amend or cancel the insurance policy and coverage required by this Agreement without providing MTS with at least thirty (30) days prior written notice. Contractor shall notify MTS within ten (10) days of insurer-initiated material amendments or cancellations to the insurance coverage required by this Agreement. Under no circumstances shall these notice provisions be deemed a waiver of the insurance requirements set for herein. Any material changes in or cancellation of the insurance policy on file with MTS pursuant to this Section will result in an immediate stop work order until proof of substitute coverage meeting the requirements of this Agreement is provided to MTS. In the alternative, in MTS' sole discretion, MTS retains the right to declare Contractor in default and immediately terminate this Agreement if the insurance coverage required by this Section is cancelled, otherwise lapses or fails to meet the coverage limits at any time, and for any duration, during the term of this Agreement.

3.33. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contract duration shall commence on the date specified in MTS's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. MTS is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by MTS's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from MTS (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that MTS will suffer damage. As it is impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to MTS as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

Inclement Weather:

Contractor shall abide by MTS's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

Extension of Time:

Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) calendar days of identifying any such delay notify MTS in writing of causes of delay. MTS shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

No Damages for Reasonable Delay:

MTS's liability to Contractor for delays for which MTS is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall MTS be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable MTS delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

3.34. PAYMENT

Cost Breakdown:

Contractor shall furnish a detailed Schedule of Values giving an itemized breakdown of the Contract Price within fourteen (14) calendar Days of award of the Contract. The Schedule of Values shall be adjusted as directed by MTS.

Mobilization/ Demobilization:

When a bid item is included in the Bid Schedule for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). The Initial Mobilization bid item shall be limited to **ten** (**10**) percent of the Bid Price. When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

Payment for Initial Mobilization based on the lump sum provided in the Bid shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of MTS.

The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

A. Obtaining and paying for all bonds, insurance, and permits.

B. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.

C. Installing temporary construction power, wiring, and lighting facilities, as applicable.

D. Establishing fire protection system, as applicable.

E. Developing and installing a construction water supply, if applicable.

F. Providing and maintaining the field office trailers for the Contractor, if necessary, and MTS (if specified), complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, fax machine, and copying machine.

G. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

H. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

I. Arranging for and erection of Contractor's work and storage yard.

J. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

K. Submittal of Construction Schedule as required by the Contract Documents.

Demobilization shall include the complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

Progress Estimates, Payment, And Withholding:

Contractor shall submit to MTS, on forms approved by MTS, a payment request which shall include a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor's payment request shall set forth in detail the Schedule of Values for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for executed Change Orders. In order for MTS to consider and evaluate each progress payment request, Contractor shall submit each payment request no later than the 25th day of each calendar month. Failure to do so may result in a delay of payment.

From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where MTS has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the IFB. From the remainder a further deduction may be made in accordance with the items below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

MTS may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

A. Payments which may be past due and payable for claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

B. Defective work not remedied.

C. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

D. Damage to another contractor or a third party.

E. Amounts which may be due MTS for claims against Contractor.

F. Failure of Contractor to keep the record ("as-built") drawings up to date.

G. Failure to provide update on construction schedule as required herein.

H. Site cleanup.

I. Failure to comply with Contract Documents.

J. Liquidated damages.

K. Legally permitted penalties.

L. Anything required by law to be withheld.

MTS may apply such withheld amount or amounts to payment of such claims or obligations at its discretion, or as required by law.

Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by MTS, for unit price items listed, if any, in the Bid Form. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

MTS shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Upon receipt, MTS shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable, accompanied by a document setting forth in writing the reasons why the payment request is not proper. MTS shall promptly process the progress payment after the receipt of an undisputed and properly submitted payment request from Contractor.

Prompt Progress Payments:

A prime Contractor or Subcontractor shall pay any subcontractor no later than seven (7) business days from the receipt of each progress payment from MTS in accordance with Cal. Bus. & Prof. Code, 7108.5 concerning prompt payment to subcontractors. Any delay or postponement of payment over 30 calendar days may take place only for good cause and with MTS's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, deficient subcontractor performance, noncompliance by a subcontractor.

Prime Contractor 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 Prime Contractor 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 a Prime Contractor and a Subcontractor.

Retention:

MTS shall hold retainage of 5% from the Prime Contractor for any public works contract over $5,000. MTS shall make prompt and regular incremental acceptances of portions as determined by MTS of the contract work and retain 5% of the contract price until final completion and acceptance of performance. The Prime Contractor or Subcontractor shall return all monies withheld in retention from a subcontractor within seven (7) business days after receiving retention proceeds from MTS for work satisfactorily completed and accepted. Any delay or postponement of payment over 30 calendar days may take place only for good cause and with MTS's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Cal. Bus. & Prof. Code, 7108.5 and Cal. Pub. Con. Code, 7107. These requirements shall not be construed to limit or impair any contractual, administration, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor deficient subcontract performance, or noncompliance by a subcontractor.

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.

3.35. CHANGES AND EXTRA WORK PAYMENT

A. Contract Change Orders:

MTS, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract price and Contract duration shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents. Change Orders shall be issued in the form set forth in this IFB. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract price or the Contract duration, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

Contractor shall promptly execute changes in the Work as directed in writing by MTS even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract price or Contract duration. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead (direct or indirect), constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify MTS's Change Order form in an attempt to reserve additional rights.

No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. Process for Determining Adjustments in Contract Price:

i. Owner Initiated Change:

When MTS desires a change in the Work, MTS may issue request for proposal to Contractor. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) calendar days after receipt of a request for proposal initiated by MTS, or the time indicated by MTS.

ii. Contractor Initiated Change:

The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) calendar days of discovery of the facts giving rise to the proposed change order.

iii. Requirements for Change Order Proposal:

Contractor shall include material, labor, and equipment separately priced for each element of Work. Proposals must be accompanied by sufficiently detailed supporting backup documentation to permit verification by MTS, including but not limited to estimates and quotations from the Contractor, its subcontractors or material suppliers. Allowable Overhead and Profit may be added to the total of these costs if allowed by the Contract Documents and must be shown as separate lines.

As general guidance, all change order documentation shall be tabulated into a detailed spreadsheet which must be submitted with the change order proposal to MTS. MTS will provide Contractor with the Change Order spreadsheet template.

The spreadsheet must identify the type of change order (unit price, lumpsum or time and materials), identify labor costs, materials, equipment, overhead and/or profit, and any other costs. Failure to submit the required documents may result in change order processing delays.

a) Unit Price Method: Where the Additional Work involved is covered or is of the same character as the original Contract, Unit Price Work by application of those unit prices to the quantities of the items involved;

b) Lump Sum Method: By mutual acceptance of a lump sum price negotiated on the basis of the Contractor's itemized estimate of the anticipated costs of the Additional Work.

c) Time and Materials Method: MTS may direct Contractor to proceed with the Additional Work with payments to be made on the basis of the actual cost of the labor and materials required to complete the Additional Work.

If the Contractor fails to submit a complete cost proposal within the seven (7) calendar day period (or as requested), MTS has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract price and/or Contract duration in accordance with MTS's estimate. If the change is issued based on MTS's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) calendar days following completion of the added/deleted work, the Contractor presents written proof that MTS's estimate was in error.

C. Types of Change Orders:

i. Unit Price Change Orders:

When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Schedule include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs.

Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Schedule will be adjusted to reflect the actual quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of an additive or deductive Change Order. Upon notification, Contractor's failure to respond within seven (7) calendar days will result in MTS's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract duration in accordance with the Contract Documents.

ii. Lump Sum Change Orders:

Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be segregated as follows:

a) Labor: The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be

reported only when such costs are not included in the invoice for equipment rental.

b) Materials: The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) calendar days of delivery, then MTS shall determine the materials cost, at its sole discretion.

c) Tool and Equipment Use: Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

iii. Time and Materials Change Orders:

a) The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by MTS, such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items.

b) Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to MTS for an approval signature each day Additional Work is performed. Failure to get MTS's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. MTS's signature on time sheets only serves as verification that the Work was performed and is not indicative of MTS's agreement to Contractor's entitlement to the cost.

c) All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within three (3) working days of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary between three (3) and five (5) working days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) working days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

d) Labor:

The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the Contract was executed. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

i. Equipment Operator Exception: Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

ii. Foreman Exception: The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.

e) Materials:

The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

Trade discounts available to the purchaser shall be credited to MTS notwithstanding the fact that such discounts may not have been taken by Contractor.

For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by MTS.

Payment for materials from sources owned wholly or in part by the Contractor shall not exceed the price paid by the Contractor for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Site, whichever price is lower.

If, in the opinion of MTS, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Site less trade discounts.

MTS reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on MTS furnished materials.

f) Equipment:

Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the Contract was executed. Such rental rate will be used to compute payments for equipment whether the equipment is under Contractor's control through direct Ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to MTS for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by MTS. Contractor may furnish cost data which might assist MTS in the establishment of the rental rate.

i. Rental Equipment

Rental Time: The rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

Rental Time Not Allowed: Rental time will not be allowed while equipment is inoperative due to breakdowns.

Computation Method: The following shall be used in computing the rental time of equipment on the Site.

When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Contractor-Owned Equipment

For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then MTS shall pay for the entirety of the time the equipment is on

Site. It shall be Contractor's burden to demonstrate to MTS that the equipment could be actively used on another project.

All equipment shall, in the opinion of MTS, be in good working condition and suitable for the purpose for which the equipment is to be used.

g) Special Services: Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services: When MTS and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by MTS.

ii. Discount and Allowance: All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit as specified elsewhere in the Contract Documents, a total allowance not to exceed five percent (5%) for Overhead and Profit will be added to invoices for Special Services.

h) Excluded Costs: The Term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost: Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses: Expenses of Contractor's principal and branch offices;

iii. Capital Expenses: Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence: Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work,

disposal of materials or equipment wrongly supplied, and making good any damage to property;

v. Other: Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools: Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs: Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits: Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead: Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys: Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

D. Calculation of Overhead and Profit

In accordance with the Profit Calculation Matrix sample attached in General Conditions Referenced Forms. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up and in no case shall the total costs exceed one and one-half percent (1.5%) of Net Cost. Contractor shall provide MTS with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as MTS may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by MTS exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

E. Unilateral Change Orders

If MTS disagrees with the cost proposal submitted by Contractor, it will notify the Contractor and MTS will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with MTS, a Change Order will be issued in accordance with the terms of this Section. If no agreement can be reached, MTS shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to MTS within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order and providing such supporting documentation for its position as MTS may reasonably require.

F. Change of Contract Times

The Contract Times may only be changed by a Change Order.

All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor’s change order proposal. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence unless MTS allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

MTS may elect, at MTS’s sole discretion, to grant an extension in Contract Times, without Contractor’s request, because of delays or other factors.

Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either MTS or the Contractor. Contractor shall not be entitled to compensation, and MTS will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

Contractor's entitlement to an extension of the Contract Times is limited to an MTS-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the MTS-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by MTS), Acts of God, acts or failures to act of utility owners not under the control of MTS, or other causes not the fault of and beyond control of MTS and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Section.

Requests for Contract Extension: Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

3.36. FINAL ACCEPTANCE AND PAYMENT

Final Inspection:

Upon written notice from Contractor that entire Work is complete, MTS will promptly make a final inspection and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Acceptance:

After Contractor has, in the opinion of MTS, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as-builts), and other documents required by the Contract Documents, MTS shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

Final Payment:

Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: all documentation called for in the Contract Documents, including but not limited to a fully completed Conditional Waiver and Release on Final Payment. If, on the basis of MTS's observation of the Work during construction and final inspection, and review of the final application for payment and accompanying documentation as required by the Contract Documents, MTS is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment, MTS will process the final payment application. Otherwise, MTS will return the payment application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application for payment. Within sixty (60) Days after the presentation to MTS of the proper and complete final application for payment and accompanying documentation, the amount recommended by MTS, less any sum MTS is entitled to set off pursuant to the Contract Documents, will become due and will be paid by MTS to Contractor.

Waiver of Claims:

The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against MTS other than those previously made in accordance with the requirements herein and expressly acknowledged by MTS in writing as still unsettled.

In case of default by the Contractor, any unpaid balance shall be and become the sole and absolute property of MTS to the extent necessary to repay MTS any excess in the cost of the Work above the contract price and all costs required for completion of the Contract.

At MTS's discretion, MTS may require Contractor to submit a release of liens and claims pursuant to Civil Code section 8136 prior to the release of the final payment. MTS's release of the final payment will be contingent on Contractor's submission of such a release.

In the event of incomplete work, punch list work, or a dispute between MTS and the Contractor, MTS may withhold from the final payment an amount not to exceed 150% of the disputed amount.

3.37. WARRANTY AND GUARANTEE OF WORK

Contractor hereby warrants that materials and work shall be completed in conformance with the Contract Documents and that the materials and work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace any or all work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other work which may be damaged or displaced by such defect(s) within a period of one (1) year, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, from the date of the Notice of Completion of the Project without any expense whatever to MTS, ordinary wear and tear and

unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as MTS may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of MTS, MTS shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse MTS for any expenses incurred hereunder immediately upon demand.

MTS shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; MTS shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

In addition to the warranty set forth in this Section, Contractor shall obtain for MTS all warranties that would be given in normal commercial practice and assign to MTS any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Section. Contractor shall furnish MTS with all warranty and guarantee documents prior to final Acceptance of the Project by MTS as required.

When specifically indicated in the Contract Documents or when directed, MTS may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by MTS for installation by the Contractor to be voided or reduced, Contractor shall indemnify MTS from and against any cost, expense, or other liability arising therefrom, and shall be responsible to MTS for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

The Contractor shall remedy at its expense any damage to MTS-owned or controlled real or personal property.

In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, MTS may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

Nothing in the Warranty or in the Contract Documents shall be construed to limits the rights and remedies available to MTS at law or in equity, including, but not limited to, Code of Civil Procedure Section 337.15.

3.38. RECORD ("AS BUILT") DRAWINGS

Contractor shall prepare and maintain a complete set of record drawings through the course of the Work. The record drawings must show the actual installation where the installation varies from

the Work as originally shown. Contractor shall mark the record drawings to show each change, including but not limited to changes to vertical and horizontal alignment; location and station of appurtenance facilities; details of connection tie-in points and complex piping/valve configurations; depth and location of utility crossings; and valve manufacturer and model number. Contractor shall mark whichever area of the drawings is most capable of showing conditions fully. Redline set should be completed in a manner that minimizes excessive and otherwise confusing markings. A separate detail should be used to avoid adding too many notations to a specific area of the drawing. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall organize the record drawings into one drawing set with proper identification as “RECORD DRAWINGS.” The suitability of the record drawings will be determined by MTS. If the record drawings are determined unsuitable, the Contractor shall update the record drawings to the satisfaction of the Engineer at no cost to MTS. If requested, Contractor shall provide the record drawings in electronic format.

Record drawings shall be kept up-to-date and available for review by MTS at the job site at all times. MTS will review the record drawings during each month’s progress payment review. Failure on the Contractor’s part to keep record drawings current could result in withholding partial payment.

3.39. CLAIMS, DISPUTE RESOLUTION

Initiating Claims:

All Claims, except those waived pursuant to the Contract Documents, shall be referred to MTS for decision. Compliance with this Section, including submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by MTS, is a condition precedent to any exercise Contractor pursues of any rights or remedies either may otherwise have under the Contract Documents or by Applicable Laws in respect of such Claims.

If any dispute shall arise between MTS and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim (“Notice of Potential Claim” or “NOPC”) for additional compensation for the work to MTS within three (3) days after commencement of the disputed work. Contractor's failure to provide an NOPC within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

The responsibility to substantiate a Claim shall rest with the Contractor. A Claim for an adjustment in Contract Price and/or the Contract Times shall be prepared in accordance with the Contract Documents. Each Claim shall be accompanied by claimant’s written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.

At a minimum, a substantiated Claim must include:

A. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.

B. Chronology of events and correspondence.

C. Analysis of claim merit.

D. Analysis of claim cost.

E. Analysis of Contract Time

F. Cover letter and Contractor's certification of the claim, including claims from subcontractors of any tier, in accordance with Government Code sections 12650 and following.

MTS will review each Claim and take one of the following actions in writing:

A. Deny the Claim in whole or in part;

B. Approve the Claim; or

C. In the event that MTS does not take action on a Claim within the statutory timeframe, or, if none, sixty (60) Days after the receipt of a proper and complete Claim, the Claim shall be deemed denied.

MTS's written action will be final and binding upon MTS and Contractor, unless MTS or Contractor invokes the dispute resolution procedure set forth below.

No Claim for an adjustment in the Contract Price or the Contract Times will be valid if not submitted in accordance with this Section and failure to comply with this Section constitutes a waiver of Contractor's Claims.

Claims Less Than $375,000:

In accordance with Public Contract Code Sections 20104 et seq. and other applicable law, public works claims of $375,000 or less which arise between the Contractor and MTS shall be resolved under the following statutory procedure unless MTS has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

Claims Under $50,000:

MTS shall respond in writing to the claim within 45 calendar days of receipt of the claim, or, MTS may request, in writing, within 30 calendar days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims MTS may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of MTS and the Contractor. MTS's written response shall be submitted 15 calendar days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.

Claims Over $50,000 But Less Than or Equal To $375,000:

MTS shall respond in writing within 60 calendar days of receipt, or may request in writing within 30 calendar days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims MTS may have against Contractor. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between MTS and the Contractor. MTS response shall be submitted within 30 calendar days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

All Claims:

Notwithstanding the foregoing, all public works claims between the Contractor and MTS shall be resolved pursuant to the procedures set forth in Public Contract Code Section 9204. MTS will provide a written response to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim unless the parties mutually agree

to extend the time for response. If MTS does not respond within the 45-day time period, or as extended by mutual agreement, the claim shall be deemed rejected in its entirety.

Meet and Confer Process:

Contractor and MTS will first attempt to resolve disputes or disagreements at the field level through discussions between field representatives of both parties, which discussions shall conclude within seven (7) Days after MTS's written action, unless MTS and Contractor mutually agree otherwise.

If the claimant disputes MTS's response, or if MTS fails to respond within the statutory time period(s), the claimant may so notify MTS within 15 Days of the receipt of the response or the failure to respond and demand an informal conference to meet and confer for settlement. Upon such demand, MTS shall schedule a meet and confer conference within 30 Days.

Mediation and Litigation:

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, MTS shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation. The selection of the mediator shall be in accordance with Public Contract Code section 9204 and MTS and the Contractor shall equally share the associated mediator fees. Each party will be responsible for its own attorney's fees and other costs.

Tort Claim Procedures:

In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against MTS Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against MTS.

Duty to Continue Performance:

Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and MTS shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and MTS.

3.40. TERMINATION

Termination for Cause by MTS:

MTS may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract in whole or in part if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the Contract Time; (ii) fails to complete the Work within the required time; (iii) files a bankruptcy petition or is adjudged a bankruptcy; (iv) makes a general assignment for the benefit of its creditors; (v) has a receiver appointed; (vi) refuses or fails to supply enough properly skilled

workers or proper materials to complete the Work; (vii) fails to make prompt payment to subcontractors or for material or labor; (viii) disregards Applicable Laws, other requirements or instructions of MTS; or (ix) violates any of the provisions of the Contract Documents.

The Notice of Default and Intent to Terminate shall state the reasons for termination. Unless within five (5) Days after the service of such notice, Contractor resolves the circumstances giving rise to the Notice of Default to MTS's satisfaction or makes arrangements acceptable to MTS for the required corrective action, MTS may terminate this Contract. In such case, Contractor shall not be entitled to receive any further payment until the Work has been finished. MTS may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project Performance Bond. Contractor and its surety shall be liable to MTS for any excess costs or other damages incurred by MTS to complete the Work. If MTS takes over the Work, MTS may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

Termination for Convenience By MTS:

In addition to its right to terminate this Contract for default, MTS may terminate the Contract, in whole or in part, at any time upon seven (7) Days written notice to Contractor. The Notice of Termination shall specify that the termination is for the convenience of MTS, the extent of termination, and the effective date of such termination ("Effective Date of Termination").

After receipt of Notice of Termination, and except as directed by MTS, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

A. Stop Work as specified in the Notice.

B. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

C. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

D. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

E. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

F. Submit to MTS, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of MTS's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by MTS no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by MTS's Termination for Convenience."

Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

MTS's total liability to Contractor by reason of the termination shall be limited to the total (without duplication of any items) of:

A. The reasonable cost to the Contractor for all Work performed prior to the Effective Date of Termination, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the Cost Breakdown. Deductions shall be made for cost of materials to be retained by the Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents.

B. When, in MTS's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.

C. Any Work required by the Termination for Convenience that is not included in Contract Documents will be negotiated pursuant to the Contract Change Order provisions.

D. Reasonable costs to the Contractor of handling material returned to vendors, delivered to MTS or otherwise disposed of as directed by MTS.

E. A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.

F. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.

In no event shall MTS be liable for unreasonable costs incurred by the Contractor or subcontractors after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Contractor's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.

Notwithstanding any other provision of this Section, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, MTS may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of MTS or the Contract is terminated.

If MTS terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

3.41. OCCUPANCY

MTS reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

3.42. ACCESS TO RECORDS AND SITES

The Contractor and Subcontractor shall retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type and supporting materials related to those records. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Contractor shall provide sufficient access to the Inspector General, California State Auditor, MTS or any of their authorized representatives to inspect and audit records pertaining to the performance of this Contract as reasonably may be required.

3.43. SEPARATE CONTRACTS

MTS reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors' reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to MTS any problems with the Work in place or discrepancies with the Contract Documents.

Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by MTS in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, MTS shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. MTS shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

3.44. SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

3.45. AUTHORIZED REPRESENTATIVES

MTS shall designate representatives, who shall have the right to be present at the Project site at all times. MTS may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

3.46. EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM

A. MTS's EEO 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' EEO Program for Employees and Contractors, MTS Policy No. 25, is part of this Agreement. The policies are located here: https://www.sdmts.com/about-mts-reports-records-and-policies/policies-and-procedures. A Workforce Report form signed by the Contractor is a condition for the award of this contract.

B. Contractor's EEO 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 EEO 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:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information

of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.47. MISCELLANEOUS

A. Giving Notice:

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to MTS shall be addressed to MTS as designated in the IFB unless MTS designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

B. Assignment:

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of MTS. Any assignment or change of Contractor's name of legal entity without the written consent of MTS shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to MTS all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time MTS tenders final payment to the Contractor, without further acknowledgment by the parties.

C. All Legal Provisions Included:

Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify MTS in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to MTS, he shall bear all costs arising therefrom.

Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

Contractor acknowledges and understands that pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

No MTS official or representative who is authorized in such capacity and on behalf of MTS to negotiate, supervise, make, accept, or approve, or to take part in negotiating,

supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by MTS, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

D. Notice of Third-Party Claims:

Pursuant to Public Contract Code Section 9201, MTS shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. MTS is entitled to recover reasonable costs incurred in providing such notification.

E. State License Board Notice:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

F. Notice of Taxable Possessory Interest:

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

G. Patents:

Contractor shall hold and save MTS, MTS's Board of Directors, members of the Board, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

H. Change in Name and Nature of Contractor's Legal Entity:

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify MTS in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect MTS's rights under the Contract, including but not limited to the bonds.

I. Controlling Law:

Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

J. Jurisdiction, Venue:

Contractor and any Subcontractor, Supplier, or other person or organization performing any part of the Work agree that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Diego County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

3.48. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION 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 owned businesses (LGBTBEs) persons with disabilities business enterprises (PDBE) 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. 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, MBE, WBE, DVBE, LGBTBE, PDBE 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.

There is no DBE contract goal for this Project.

3.49. IDENTIFICATION OF PERSONNEL/SECURITY

MTS shall provide all Contractor personnel assigned to work under this Agreement with Contractor Identification Badges ("MTS ID Card"). Requests for MTS ID Cards will be made to and processed by the MTS-designated project manager or contracting officer. Approved requests for MTS ID Card(s) will be processed within two business days. All Contractor personnel must obtain MTS ID Cards prior to entering MTS property. Valid MTS ID Cards must be displayed prominently on the uniform of all of Contractor's employees while on MTS property. Contractors are required to provide their employees uniforms prominently bearing the name of the Contractor's business entity. MTS will allow only properly credentialed personnel of the Contractor who are wearing the appropriate uniform on its property. Contractor personnel who enter MTS property without valid MTS ID Cards may be arrested and/or cited by MTS Code Enforcement and/or other law enforcement for trespassing and violation of MTS Ordinance 13. Contractor must collect MTS ID Cards from all Contractor personnel separating from employment with the Contractor and return them to MTS for destruction. Contractor is strictly liable for the use of all MTS ID Cards issued to its employees under this Agreement.

Required Background Checks:

MTS requires that all Contractor personnel assigned to work on MTS property pass comprehensive background checks (Investigative Consumer Report), conducted by the Contractor, prior to beginning work on MTS property or under this Agreement. At a minimum, the background check must, (1) positively establish the employee's identity, (2) search all common databases for criminal offenses (e.g., Federal District Court Databases), (3) verify the social security number or tax ID provided by the employee, (4) search sex offender databases, and (5) search the local criminal databases of every County in which the employee has lived in the last seven years. Contractor must conduct background checks in accordance with applicable law, including but not limited to, the Fair Credit Reporting Act and California Civil Code Sections 1785 and 1786.

Contractor personnel meeting any of the conviction criteria outlined below **are not eligible** for issuance of an MTS ID Card and may not be assigned to work on MTS property:

Permanent Disqualification:

A. Registered sex offenders are ineligible.

B. Espionage or conspiracy to commit espionage.

C. Sedition or conspiracy to commit sedition.

D. Treason or conspiracy to commit treason.

E. A federal crime of terrorism as defined in 18 U.S.C. 2332b(g), or comparable State law, or conspiracy to commit such crime.

F. A crime involving a transportation security incident (TSI). Note: A TSI is a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption in a particular area, as defined in 46 U.S.C. 70101. The term “economic disruption” does not include a work stoppage or other employee-related action not related to terrorism and resulting from an employer-employee dispute.

G. Improper transportation of a hazardous material under 49 U.S.C. 5124 or a comparable state law.

H. Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device. An explosive or explosive device includes an explosive or explosive material as defined in 18 U.S.C. 232(5), 841(c) through 841(f), and 844(j); and a destructive device, as defined in 18 U.S.C. 921(a)(4) and 26 U.S.C. 5845(f).

I. Murder.

J. Threat or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportations system, or an infrastructure facility.

K. Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et seq., or a comparable State law, where one of the predicate acts found by a jury or admitted by the defendant, consists of one of the permanently disqualifying crimes.

L. Attempt to commit the crimes in items (B)-(E) of this Section.

M. Conspiracy or attempt to commit the crimes in items (F)-(K) of this Section.

N. Any offense that is still pending in the courts (without official legal disposition) that will disqualify the individual if they are convicted.

Disqualification for seven years from the date of the offense or five years from the date of release from prison for the offense (whichever is later):

A. Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon. A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U.S.C. 921(a)(3) or 26 U.S.C. 5 845(a), or items contained on the U.S. Munitions Import List at 27 CFR 447.21.

B. Extortion.

C. Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering, where the money laundering is related to a crime listed in Parts A or B (except welfare fraud and passing bad checks).

D. Bribery.

E. Smuggling.

F. Immigration violations.

G. Distribution, possession w/ intent to distribute, or importation of a controlled substance.

H. Arson.

I. Kidnapping or hostage taking.

J. Rape or aggravated sexual abuse.

K. Assault with intent to kill.

L. Robbery.

M. Fraudulent entry into a seaport as described in 18 U.S.C. 1036, or a comparable State law.

N. Violations of the Racketeer Influenced and Corrupt Organizations Act under 18 U.S.C. 1961, et seq., or a comparable state law, other than any permanently disqualifying offenses.

O. Voluntary manslaughter.

P. Conspiracy or attempt to commit crimes in this Section.

Q. Any offense that is still pending in the courts (without official legal disposition) that will disqualify the individual if they are convicted.

The term conviction includes being found guilty, pleading guilty, pleading no contest, or being found guilty by reason of insanity.

This Section sets forth minimum standards Contractors must uphold through their background checking process, when assigning employees to work on an MTS contract. These disqualifying criteria are minimum standards to promote public safety/security. Contractor may choose to exceed these standards and is otherwise unrestricted in its employment decisions. Contractor may choose to employ individuals who do not meet these standards, as long as they are not assigned to work under this Agreement or on MTS property. Questions regarding the application of MTS's background checking standards should be directed to the MTS Manager of Human Resources.

Upon request of MTS, Contractor will provide sufficient documentation for MTS to audit Contractor's compliance with MTS's background checking standards. MTS reserves the right to delay provision of MTS ID Cards until contractor documents completion of appropriate background checks on employee(s) for whom Contractor is requesting MTS ID Card(s). MTS's oversight of Contractor's background checking process is not intended to replace Contractors judgment or ability to manage its workforce and operation. MTS's oversight, or lack thereof, shall not limit Contractor's liabilities and/or obligations as set forth in this Agreement.

MTS reserves the right to suspend or revoke the MTS ID Cards of Contractor's employees at its sole and absolute discretion.

If, with MTS's consent, Contractor subcontracts all or part of the services within this Agreement, Contractor will remain directly responsible and liable for ensuring subcontractor(s) adhere to MTS background checking and ID Card standards.

If MTS determines that Contractor has breached its obligations as defined in this Section, MTS may immediately terminate this Agreement by providing written notice to Contractor. If this Agreement is terminated, Contractor will be paid its costs for work performed up to the time of termination.

3.50. COST PRINCIPLES

Contractor and any subcontractors agrees that the 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 its subcontractors shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion.

Any costs for which payment has been made that are determined by a subsequent audit to be unallowable under the provisions above are subject to repayment by the Contractor to MTS.

3.51. RECORDS RETENTION AND ACCESS TO SITES OF PERFORMANCE (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)

A. Types of Records. Contractor and any Subcontractor shall retain, complete and make readily accessible records related in whole or in part to the performance of the Contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

B. Retention Period. The Contractor and any Subcontractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records and Sites of Performance. Contractor and any Subcontractor shall:
   i. Provide sufficient access to inspect, copy and audit records and information, related to the performance of the Contract, upon receipt of a request made by the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, the Comptroller General's duly authorized

representatives, State of California or its duly authorized representatives, the California State Auditor, and/or MTS;

ii. Permit those individuals listed above access to all records of employment, employment advertisements, employment application forms, and other pertinent data related to the performance of the Contract;

iii. Permit those individuals listed above to have access to the sites of performance of the Contract and to make site visits as needed in compliance with the U.S. DOT Common Rules, as applicable.

iv. Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the U.S. DOT Common Rules, as applicable.

3.52. GENERAL CONDITIONS REFERENCED HANDOUTS AND FORMS

A. 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 _____

SAMPLE

B. SAMPLE CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER

Project Name:		**Date:**	
To:	San Diego Metropolitan Transit System	**Amendment Number**	
From *(Contractor)*:		**Contract Number:**	**MTS CCO Number**

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

Any time there is a change to a Subcontractor or Other Third Party Contractors resubmit Attachment: SUBCONTRACTORS and THIRD PARTY CONTRACTORS. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

OVERALL DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of the following:

A. FOR UNIT PRICE CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Bid Item	Quantity	QTY Change	Amount
Subtotal A:					$ -

B. FOR LUMP SUM CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Amount
Subtotal B:		$ -

SAMPLE

C. FOR TIME & MATERIALS CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Bid Item	Amount
		Payroll Costs:	
		Equipment Costs	
		Materials Costs	
		Consultant Costs	
		Supplemental Costs	
		Consultant Costs	
		Other - Describe Services	
		Bonds & Insurance total:	
		Contractor Overhead & Profit on Subcontractors:	
		Contractor Overhead & Profit total:	
Subtotal C:			$ -

Total = (A+B+C)	$ -

Original Contract value:	$ -
Adjustment by Previous Amendment(s)	$ -
Adjustment by this Change Order	$ -
New Contract Amount	$ -

The Contract Time due to this Change Order will be (Increased or Unchanged):		by		days
Original Completion Date:				
Adjustment to Completion Date by Previous Change Order(s) [Number of Calendar Days]:			0	
New Completion Date adjusted by this Change Order:			1/0/1900	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Contractor **Date:** **MTS Chief Executive Officer** **Date:**

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

SAMPLE

C. PROFIT CALCULATION MATRIX

This form is prepared in accordance with and incorporates "CHANGES AND EXTRA WORK PAYMENTS" section of the Contract Documents.

Profit Calculation Matrix

Contract No.: X###.0-## **Prepared By: XXXXXX**

Factor	Rate	Weight (variable)	Value
Degree of Risk	30		0.00
Subcontracting	10		0.00
Complexity of Work	25		0.00
Value of Job	20		0.00
Contractor Investment	15		0.00
Total Profit (%) 100	100		0.00

Based on the circumstances of the Change Order, each of the above factors shall be weighted from .03 to .15 as indicated below. The value shall be obtained by multiplying the rate by the weight. The fair and reasonable profit for NPP Items of work shall be determined from the value column when totaled. **The maximum percent profit shall not exceed 15%.**

Degree of Risk: Where the work involves no risk, or the degree of risk is very small, the weighting shall be .03; as the degree of risk increases, the weighting shall be increased up to a maximum of .15. Factors considered include but are not limited to: the nature of the work, method specification or performance specification, where work is to be performed, working conditions, coordination, shop drawings, long lead items, limited work windows, time constraints, amount of labor included, and degree of scope definition.

Subcontracting: When the Contractor uses subcontractors to perform work, the weighting value shall be inversely proportional to the portion of the work performed by subcontractors. Where 80% or more of the work is to be subcontracted, the weighting shall be .03. Such weighting shall increase proportionally to .15 when all the work is performed by the Contractor's own forces.

Complexity of Work: When the work is most difficult and complex the weighting shall be .15. This shall be proportionately reduced to .03 for the simplest of jobs. Factors MTS shall consider include but are not limited to: the nature of the work, coordination, shop drawings, by whom the work is performed, the location of the work, and time constraints of the work.

Value of Job: Each item in excess of $100,000 shall be weighted at .15. Work estimated between $100,000 and $25,000 shall be proportionately weighed from .15 to .05. Work from $24,999 to $5,000 shall be weighted at .04. Work less than $5,000 shall be weighted at .03.

Contractor Investment: Contractor investment shall be weighted proportionately from .03 to .15. Factors MTS shall consider, include but are not limited to, mobilization costs, and contractor advanced funding for materials, shop drawings, fabrication and quality control testing.

EXHIBIT B

Scope of Work, Special Conditions and Attachments

4. SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

ATTACHMENT 1 (ATT 1)

SECTION 4-1 GENERAL

The East County Bus Maintenance Facility ("ECBMF") Battery Storage project generally consists of the permitting, procurement, installation, and startup of a pre-manufactured storage shelter with all related appurtenances.

All work is to occur at the East County Bus Maintenance Facility ("ECBMF") located at 544 Vernon Way, El Cajon, CA 92020. Work is to occur during normal working hours approximately 7:00AM-4:00PM.

SECTION 4-2 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 rainwater from coming into contact with them, and prevent any sediment being tracked off the stored materials.

SECTION 4-3 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 4-4 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 4-5 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 traps to prevent any and all material from entering. Contractor is responsible for general cleanup at the end of each work day.

SECTION 4-6 DRAWINGS

Refer to the project drawings included in the attachments as Exhibit A for the Scope of Work location. Contractor is responsible for performing field measurements and verifying existing conditions to verify feasibility of placing of the storage building in the outdoor "Battery" (Room 120) location in a manner that fulfills all requirements as outlined in the contract.

SECTION 4-7 SUBMITTALS

Submittals must have a suitable transmittal cover page, be numbered, and have a clear title. The contractor shall provide the following submittals for the building and all related accessories:

- Permits
- Product data
- Shop drawings
- Manufacturer's Warranty
- Maintenance data
- Two (2) Physical color samples

SECTION 4-8 BATTERY STORAGE BUILDING PROCUREMENT AND INSTALLATION

Following receipt of contract approval and MTS approved shop drawings, Contractor shall obtain permitting and approval from the City of El Cajon and local fire department for the battery storage building.

The building shall be placed in the outdoor room titled "Battery" (Room 120) in Area C of the ECBMF without obstructing the existing driveway/path west of the room. The building shall have its entrance pointed south towards the existing eyewash and emergency shower. All exterior lighting, ventilation, alarms, and controls shall be placed in accessible locations (for example, avoiding the narrow space between the exterior wall of ECBMF and the storage building). Layout to determine exact location of building placement in this area to be coordinated with MTS Project Manager and performed prior to delivery and installation.

The building shall be a SECURALL AG1600 or an approved equal. The building shall have the following specifications/features fully installed and properly operational in addition to the specifications/features standard to the SECURALL AG1600:

- Primer coat for saltwater
- Load center appropriately sized for all lighting, receptacles, fans, air conditioning, gas detection system components, and any and all other electrical appurtenances
- 2 GFCI receptacles inside the storage building capable of powering four (4) NOCO GENIUS2X4 8 Amp Automatic Smart Chargers
- Air conditioner with thermostat
- Adjustable vent with insulated cover
- Sump liner and floor grating for secondary containment
- R11 Insulation in walls, ceilings, and doors
- 20-pound ABC dry chemical fire extinguisher exterior-mounted next to the entrance
- Hydrogen gas sensor with sidewall exhaust fan and interior and exterior alarms. Upon detection of elevated levels of hydrogen gas, the system shall:
    - Sound interior and exterior alarms
    - Power exhaust fan

- Shut off power to the receptacles charging the batteries

Contractor shall perform a tie-in into the ECBMF's existing power supply and perform start-up and testing of lights, air conditioning, fans, receptacles, the gas detection system and any and all other battery storage building electrical appurtenances. Power can be pulled from the existing 20A single pole breaker (Circuit #33 on Panel EP1). Spare circuits may be used as needed to achieve adequate power supply. All work performed must not invalidate manufacturer warranties.

Contractor shall anchor the building into the slab underneath and install stainless steel shims to keep the building level per standard practice and manufacturer's recommendations.

5. SPECIAL CONDITIONS

5.1. LIQUIDATED DAMAGES

It is agreed that the Contractor will pay MTS the sum of **N/A** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees MTS may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents.

5.2. WORKING DAYS

Working days are defined as Monday through Friday, excepting MTS holidays. The following days are MTS holidays:

A. New Year's Day – January 1

B. Martin Luther King, Jr. Day – Third Monday in January

C. President's Day – Third Monday in February

D. Memorial Day – Last Monday in May

E. Independence Day – July 4

F. Labor Day – First Monday in September

G. Veteran's Day – November 11

H. Thanksgiving Day – Fourth Thursday in November

I. Day after Thanksgiving – Friday after Thanksgiving Day

J. Christmas Day – December 25

When one of the above holidays falls on a Saturday, the Friday preceding will be observed as a holiday. When one of the above holidays falls on a Sunday; the Monday following will be observed as a holiday. When December 25 falls on a Tuesday, December 24 will additionally be observed as a holiday. When December 25 falls on a Thursday, December 26 will additionally be observed as a holiday.

5.3. WORKING HOURS

Normal working hours shall be between **7:00 a.m. and 4:00 p.m**. unless otherwise noted within these specifications or on the Drawings, or as otherwise required by any governmental entity within whose jurisdiction the Work is performed. Alternate working hours may be arranged, subject to the permission of MTS, to accommodate time restricting schedules imposed on the Contractor by other agencies. MTS shall receive written notice 48 hours prior to any proposed changes in working hours. In no case shall any work be performed outside the normal working hours indicated above or alternate working hours otherwise noted within these specifications or on the Drawings without prior approval of MTS.

5.4. PRE-CONSTRUCTION CONFERENCE

MTS shall schedule a pre-construction conference immediately after the Award by MTS's Board of Directors. The Contractor and all subcontractors whose portion of the Work accounts for 5%

or more of the contract bid price are required to attend. Contractor shall, at minimum, submit the following listed items at the pre-construction conference. Additional submittals shall be provided by Contractor at the pre-construction conference if required by MTS.

A. Tentative construction schedule detailing the major items of work and indicating project completion within the contract time limit specified herein.

B. Shoring plan and Cal/OSHA trench/excavation permit.

C. Contact addresses, telephone and FAX numbers, e-mail addresses and 24-hour contact numbers for all key project personnel.

D. A Submittal Log (including all critical dates) shall be submitted at the preconstruction conference. The Submittal Log shall be in accordance with the procedures outlined in the Specifications, and materials shall be listed in the Approved Materials list contained therein.

E. Substitution requests, if any.

F. Contractor's Schedule of Values.

5.5. QUALIFICATIONS OF SITE SUPERINTENDENT

The Contractor shall employ a construction superintendent or foreman, who shall be present onsite during normal working hours for the duration of the project. The Contractor shall not substitute another construction superintendent or foreman without written authorization from MTS. The construction superintendent or foreman shall have full authority to act for the Contractor. The construction superintendent or foreman shall have at least five (5) years' experience in construction. The construction superintendent or foreman shall also have successfully and competently worked as the construction superintendent or foreman on at least one similar size project within the past five (5) years. Prior to issuance of the Notice to Proceed, the Contractor shall submit evidence that the proposed construction superintendent or foreman has the above qualifications. Such evidence shall include project names, project owners with reference contact information, a brief description of the project, and constructed cost.

5.6. PROGRESS MEETINGS

A. MTS will schedule and administer meetings throughout progress of the Work at a maximum interval of every two (2) weeks.

B. MTS will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

C. Attendance Required: Job superintendent, major subcontractors and suppliers, MTS, Engineer, as appropriate to agenda topics for each meeting.

D. The scheduled progress meetings may include but are not limited to the following agenda items:

i. Review minutes of previous meetings.

ii. Review of submittals schedule and status of submittals.

iii. Review of off-site fabrication and delivery schedules.

iv. Field observations, problems, and decisions.

v. Non-compliant Work.

vi. Maintenance of quality and work standards.

vii. Safety and job cleanliness.

viii. Review of Work progress and schedule.

ix. Planned progress during succeeding work period (i.e. “Look-Ahead Schedules”).

x. Corrective measures to regain projected schedules.

xi. Shutdowns.

xii. Requests for Information.

xiii. Change Orders.

xiv. Other business relating to the Work.

E. MTS will record minutes and distribute copies after meeting to participants and those affected by decisions made.

F. Facility shutdown planning meetings will be conducted in addition to regularly scheduled progress meetings.

5.7. CONSTRUCTION SEQUENCE

Work to be done requires specific installation sequencing to maintain service to customers during all phases of construction. Contractor and MTS shall closely coordinate the necessary shutdowns, which shall be performed by MTS crews. Contractor shall submit for approval the sequence of work.

5.8. DOCUMENTATION OF EXISTING CONDITIONS

Prior to construction, Contractor shall prepare a video recording, complete with verbal commentary, showing the pre-construction conditions in and near the work locations contemplated by this contract. The video recording shall note, at a minimum, the appearance, condition and location of existing pavements and surface features, other public or private improvements, and utility markouts. Contractor shall provide a copy of the video recording to MTS prior to the start of construction.

5.9. SAFETY DATA SHEET (SDS)

Upon award, Contractors shall email the SDS for materials/ chemicals that will be used or stored at the construction site during the duration of the project, attention Ngan Nguyen, MTS Environmental Health and Safety Specialist at Ngan.Nguyen@sdmts.com for review or comment if needed. The Contractor shall notify the MTS Environmental Health and Safety Specialist if there are changes or updates to the SDS during the term of the contract to ensure the MTS recordkeeping is kept updated throughout the contract.

5.10. WATER QUALITY MANAGEMENT AND COMPLIANCE

A. Contractor must recover and legally dispose of all wastewaters 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 storm water 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.

i. 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.

ii. 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.

iii. 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.

5.11. [NOT APPLICABLE] ROADWAY WORKERS PROTECTION

5.12. [NOT APPLICABLE] FLAGGING

5.13. [NOT APPLICABLE] SIGNALING

5.14. [NOT APPLICABLE] BRAND OR TRADE NAMES

5.15. [NOT APPLICABLE] PROJECT RETENTION, SUBSTANTIAL

ATTACHMENTS & DRAWINGS

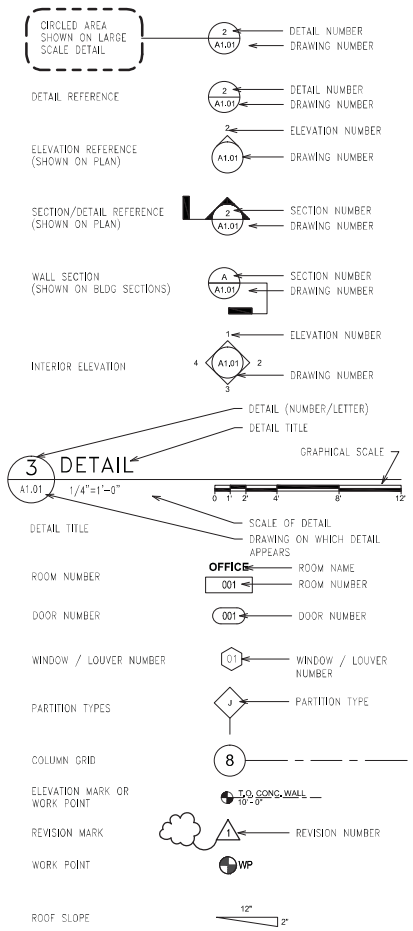
Storage Plans

ORIGINAL DRAWING IS 22 x 34 DO NOT SCALE CONTENTS OF THIS DRAWING

ABBREVIATIONS

@	AT
ACS	ACCESS CONTROL SYSTEM
ADA	AMERICANS WITH DISABILITIES ACT
ADAAG ADA	ACCESSIBILITY GUIDELINES
ADD'L	ADDITIONAL
ADMIN	ADMINISTRATION
AFF	ABOVE FINISH FLOOR
AHJ	AUTHORITY HAVING JURISDICTION
ALT	ALTERNATE
ALUM	ALUMINUM
APP	APPROVED
APPROX	APPROXIMATE
ARCH	ARCHITECTURE, ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AUX	AUXILIARY
AV	AUDIO VISUAL
AWG	AMERICAN WIRE GAGE
BD	BOARD
BLDG	BUILDING
BM	BEAM
BOT	BOTTOM
BRG	BEARING
BTW	BETWEEN
BUR	BUILT-UP ROOFING
℄	CENTER LINE
C TO C, C/C	CENTER TO CENTER
CAB	CABINET
CBC	CALIFORNIA BUILDING CODE
CCTV	CLOSED CIRCUIT TELEVISION
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
CFOI	CONTRACTOR FURNISHED OPERATOR INSTALLED
CIP	CAST-IN-PLACE
CJ	CONSTRUCTION JOINT
CLG	CEILING
CLR OR CL	CLEARANCE OR CLEAR
CMU	CONCRETE MASONRY UNIT
CNG	COMPRESSED NATURAL GAS
COL	COLUMN
COMM	COMMUNICATION(S)
CONC	CONC
CONF	CONFERENCE
CONST	CONSTRUCTION
CONT	CONTINUED, CONTINUOUS
CORR	CORRIDOR
CR	CARD READER
CTSK	COUNTERSUNK
CUST	CUSTODIAN, CUSTODIAL
DEG	DEGREE
DIA OR ø	DIAMETER
DIM	DIMENSION
DLO	DAYLIGHT OPENING
DN	DOWN
DR	DOOR
DS	DOWNSPOUT
DWG	DRAWING
E	EAST
EA	EACH
EJ	EXPANSION JOINT
ELEC	ELECTRICAL
EL OR ELEV	ELEVATION, ELEVATOR
EMBED	EMBEDMENT
EMP	EMERGENCY MANAGEMENT PANEL
EQ	EQUAL
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
EXIST	EXISTING
EXP	EXPANSION
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EXT	EXTERIOR
FA	FIRE ALARM
FAC	FACTOR
FACP	FIRE ALARM CONTROL PANEL
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISHED FLOOR
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FH	FLAT HEAD
FL, FLR	FLOOR
FHC	FIRE HOSE CABINET
FIN	FINISH
FOF	FACE OF FINISH
FT OR (')'	FEET OR FOOT
FTG	FOOTING
FW	FRAME WIDTH
G	GRID
GA	GAGE OR GAUGE
GALV	GALVANIZED
GEN	GENERAL
GYP BD	GYPSUM BOARD
HC	HOLLOW CORE
HD	HAND
HDPE	HIGH DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
HM	HOLLOW METAL
HP	HIGH POINT
HR	HOUR
HT	HEIGHT
HVAC	HEATING VENTILATING AND AIR CONDITIONING
ID	INSIDE DIAMETER
IDS	INTRUSION DETECTION SYSTEM
IF	INSIDE FACE
IN OR (')"	INCHES OR INCH
INCL	INCLUSIVE, INCLUDING
INFO	INFORMATION
INT	INTERIOR
INV	INVERT
IR	INSIDE RADIUS
JT	JOINT
L	LENGTH OR ANGLE OR LEFT
LAV	LAVATORY
LB OR LBS	POUND OR POUNDS
LBF	FOOT-POUNDS
LCD	LIQUID CRYTAL DISPLAY
LH	LEFT HAND
LP	LOW POINT
LT	LIGHT
MACH	MACHINE
MAINT	MAINTENANCE
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MEP	MECHANICAL, ELECTRICAL & PLUMBING
MFR	MANUFACTURER
MGR	MANAGER
MH	MANHOLE
MIN	MINIMUM
(')'	MINUTE
MISC	MISCELLANEOUS
ML	MULLION LENGTH
MO	MASONRY
MTL	METAL
MTS	METROPOLITAN TRANSIT SYSTEM
#	NUMBER (REBAR SIZE)
N	NORTH
NO	NUMBER
NOM	NOMINAL
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OCC	OCCUPANT, OCCUPANCY
OD	OUTSIDE DIAMETER, OPENING DIMENSION OVERFLOW DRAIN
OF	OUTSIDE FACE
OFOI	OPERATOR-FURNISHED, OPERATOR INSTALLED
O TO O, o/o	OUT TO OUT
OFCI	OPERATOR FURNISHED CONTRACTOR INSTALLED
OPNG	OPENING
OPP	OPPOSITE
OPP HD, OH	OPPOSITE HAND
OPS	OPERATIONS
PC	PRECAST
PCF	POUNDS PER CUBIC FOOT
PERP	PERPENDICULAR
PL OR P/L	PROPERTY LINE, PLASTIC LAMINATE
PLATF	PLATFORM
PLAM	PLASTIC LAMINATE
PLWD	PLYWOOD
PT	POINT
PTD	PAINTED
PTDF	PRESSURE TREATED DOUGLAS FIR
PTN	PARTITION
PROJ	PROJECTION
PROV	PROVIDED
PSF	POUND PER SQUARE FOOT
PSI	POUND PER SQUARE INCH
PTZ CCTV	PAN TILT ZOOM CLOSED CIRCUIT TELEVISION
PV	PHOTOVOLTAIC
PVC	POLYVINYL CHLORIDE
QTY	QUANTITY
R	RADIUS, (THERMAL) RESISTANCE, OR RISER/RISERS
RFP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REF	REFERENCE
REINF	REINFORCING OR REINFORCEMENT
REQ, REQ'D	REQUIRED
REV	REVISION OR REVISED
RH	RIGHT HAND
RM	ROOM
RO	ROUGH OPENING
RT	RIGHT
ROW	RIGHT-OF-WAY
S	SOUTH
S/S	SIGNAGE/SYSTEMS
SAFB	SOUND ATTENUATION FIBER BLANKET
SANDAG	SAN DIEGO ASSOCIATION OF GOVERNMENTS
SC	SOLID CORE
SCHED	SCHEDULE, SCHEDULED, SCHEDULING
SEC OR (')"	SECOND
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SMS	SHEET METAL SCREW
SPA	SPACE OR SPACES
SPEC	SPECIFICATION
SQ	SQUARE
SQ FT OR SF	SQUARE FOOT
SS	STAINLESS STEEL
STA	STATION
STC	SOUND TRANSMISSION CLASS
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL, STRUCTURE
SYM	SYMMETRICAL
TEL	TELEPHONE
TEMP	TEMPORARY, TEMPERED
THK	THICK
TG	TEMEPERED GLASS
T&B	TOP & BOTTOM
TO	TOP OF
TOC	TOP OF CONCRETE
TOR	TOP OF ROOF
TOS	TOP OF STEEL
TOW	TOP OF WALL
TR	TREAD OR TREADS
TYP	TYPICAL
UL	UNDERWRITERS LABORATORIES
UON	UNLESS OTHERWISE NOTED
UNO	UNLESS NOTED OTHERWISE
US	UNDER SIDE
UR	URINAL
V	VENDING MACHINE
VCT	VINYL COMPOSITION TILE
VENT	VENTILATION
VERT	VERTICAL
VIF	VERIFY IN FIELD
VSS	VIDEO SURVEILLANCE SYSTEM
W	WEST, WIDTH, WIDE
W/	WITH
W/O	WITHOUT
WC	WATER CLOSET
WD	WIDTH
WP	WORK POINT

SYMBOLS



GENERAL NOTES

1. SEE ELECTRICAL, MECHANICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR SIZES AND LOCATIONS OF PENETRATIONS (CONDUITS, MECHANICAL AND UTILITY DUCTS, ETC.) THRU WALLS AND FLOORS.
2. FOR LIGHTING TYPES AND APPROXIMATE LOCATIONS, SEE CIVIL AND ELECTRICAL PLANS. COORDINATE LOCATIONS WITH ARCHITECTURAL CEILING PLANS AND FINAL APPROVED MECHANICAL EQUIPMENT LAYOUTS.
3. PROVIDE NEOPRENE DIELECTRIC ISOLATION BARRIER BETWEEN DISSIMILAR METALS (TYPICAL).
4. SHIM MEMBERS AT CONCRETE SURFACES AS REQUIRED.
5. EXPOSED AREAS SUBJECT TO FOOT TRAFFIC SHALL BE SLIP RESISTANT, COEFFICIENT OF FRICTION 0.6 MIN WET AND DRY (ASTM C-1028). RAMPS SHALL HAVE A COEFFICIENT OF FRICTION 0.8 MINIMUM.

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

LICENSED ARCHITECT — JOHN P. TRAUTMANN — No. C21914 — Exp. 08-31-15 — ARCHITECT — STATE OF CALIFORNIA

DESIGNED BY: JT	DATE 11/13
DRAWN BY: CS	11/13
CHECKED BY: JJ	11/13
APPROVED BY: JT	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

ARCHITECTURAL ABBREVIATIONS, SYMBOLS AND GENERAL NOTES

SCALE	AS SHOWN
CONTRACT NO.	CIP 1049600
DRAWING NO.	A0.00
SHEET NO.	88

Drawing name: T:\12053\SANDAG_ECBMF\ECBMF Conformed\revised\sca\A0.00CS.dwg A0.00 Aug 01, 2014 1:40pm by rbrabaharn

70

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

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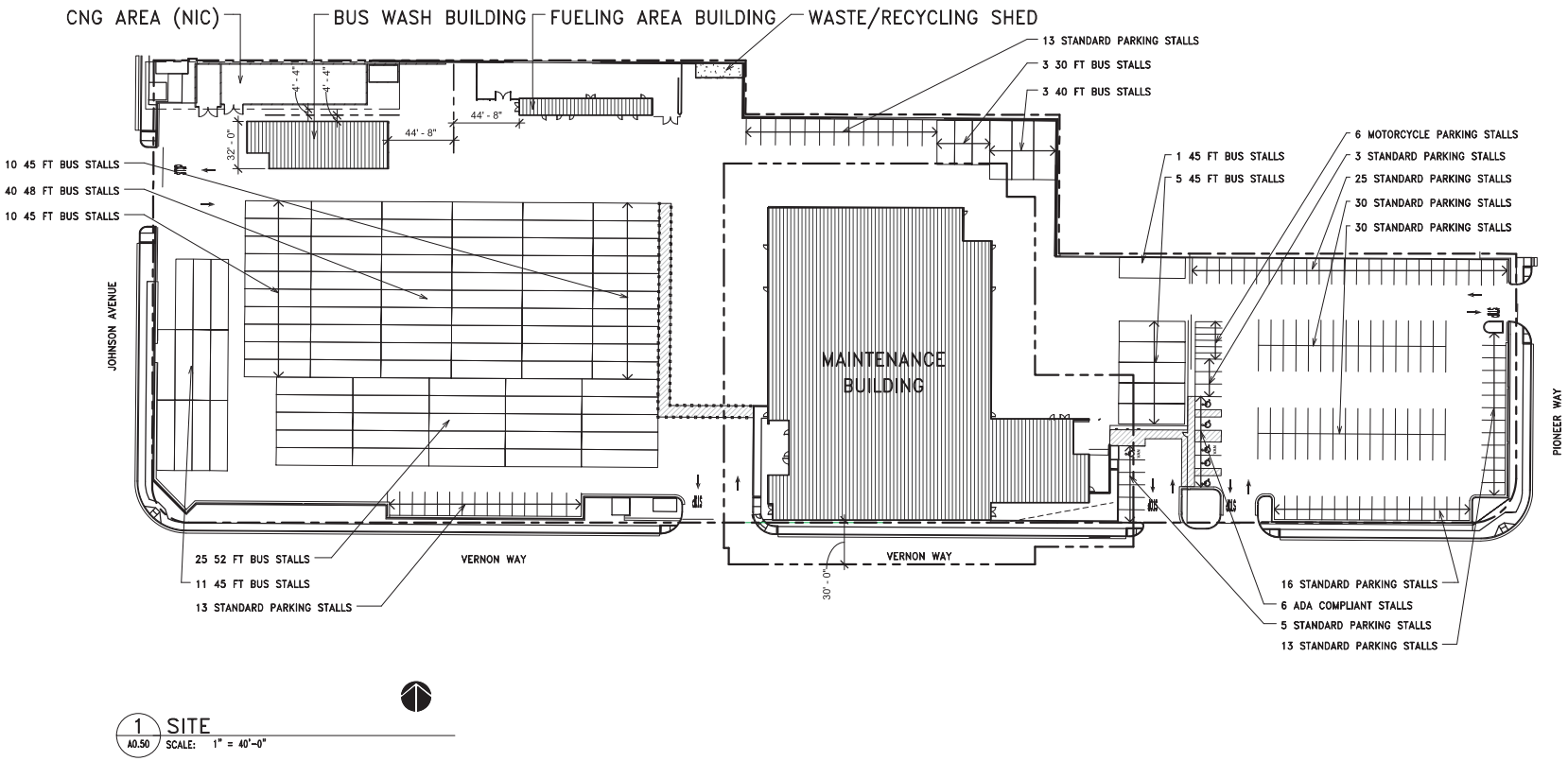

1 A0.50 SITE
SCALE: 1" = 40'-0"

GENERAL NOTES

1. SEE CIVIL FOR DEMOLITION WORK
2. SEE CIVIL FOR LIMITS OF WORK
3. SEE CIVIL FOR PARKING LAYOUT AND DETAILS
4. SEE A0.21 AND A0.22 FOR SITE ACCESSIBILITY INFORMATION

LEGEND

- PROPERTY LINE
- ASSUMED PROPERTY LINE
- FRONTAGE LINE

PARKING TABULATION

TYPE	NO.
52' BUS STALLS	25
48' BUS STALLS	51
45' BUS STALLS	26
40' BUS STALLS	3
30' BUS STALLS	3
STANDARD PARKING STALLS	135
ADA COMPLIANT STALLS	6
RELIEF VEHICLE STALLS	15
MOTORCYCLE PARKING STALLS	6
TOTAL STALLS	269

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

LICENSED ARCHITECT JOHN P. TRAUTMANN No. C21914 Exp. 08-31-15 ARCHITECTURE STATE OF CALIFORNIA

DESIGNED BY:	JT	DATE 11/13
DRAWN BY:	CS	11/13
CHECKED BY:	JJ	11/13
APPROVED BY:	JT	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

SITE PLAN

SCALE: 1" = 40'-0"
CONTRACT NO. CIP 1049600
DRAWING NO. A0.50
SHEET NO. 99

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

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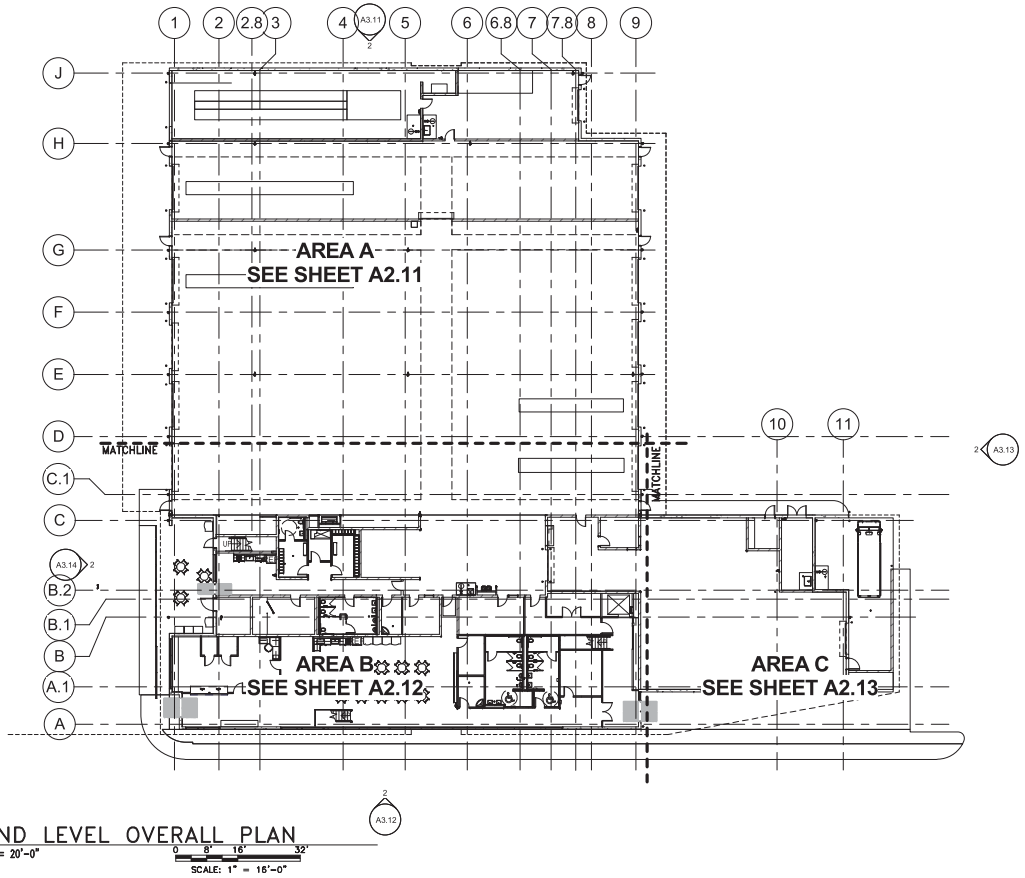
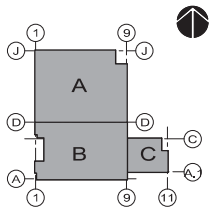


1 A2.10 GROUND LEVEL OVERALL PLAN
SCALE: 1" = 20'-0"
0 8' 16' 32'
SCALE: 1" = 16'-0"

SHEET NOTES

KEY PLAN



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NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

LICENSED ARCHITECT JOHN P. TRAUTMANN No. C21914 Exp. 08-31-15 ARCHITECTURE STATE OF CALIFORNIA

DESIGNED BY: JT	DATE 11/13
DRAWN BY: CS	11/13
CHECKED BY: JJ	11/13
APPROVED BY: JT	11/13

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San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

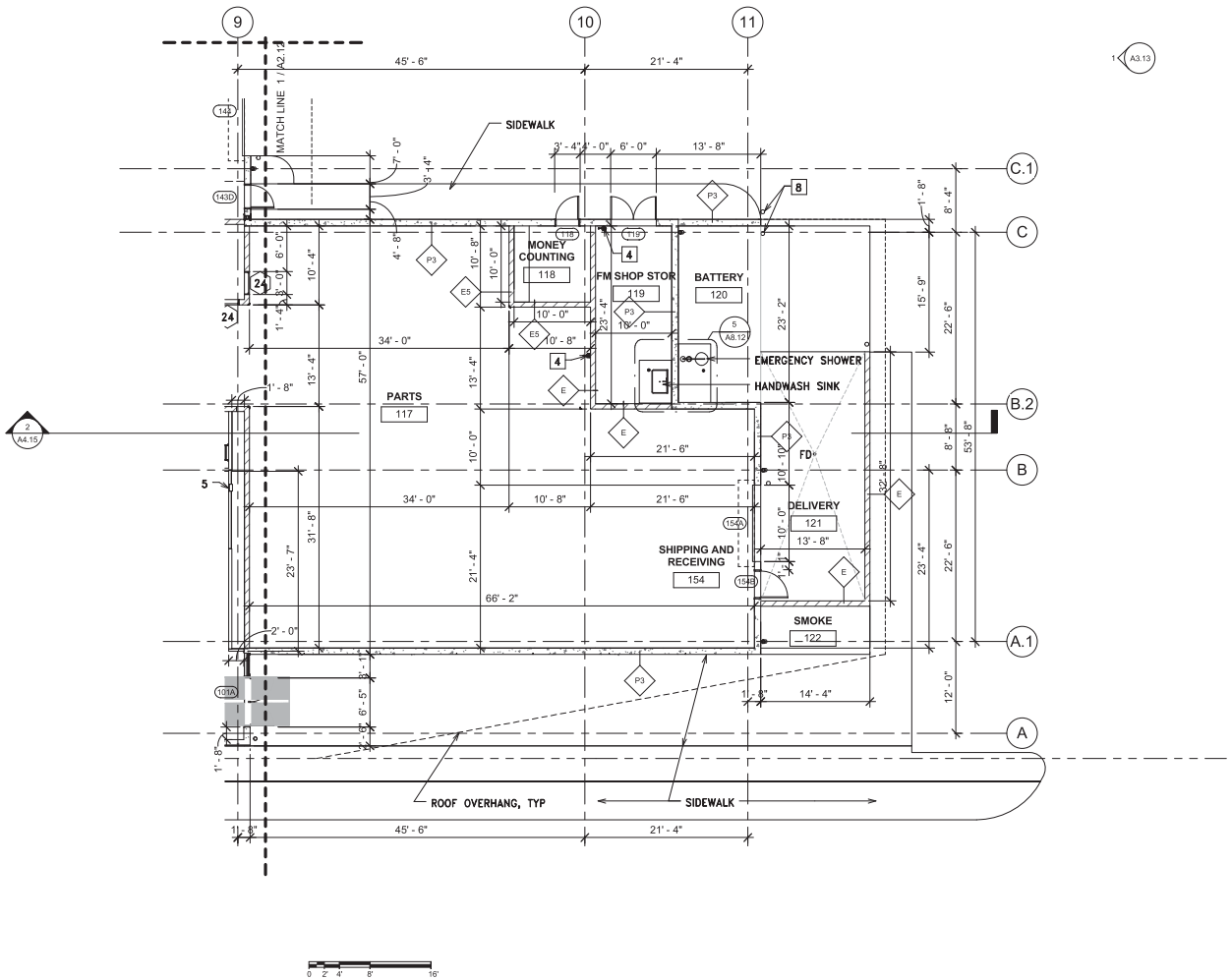
MAINTENANCE BLDG GROUND LEVEL OVERALL PLAN

SCALE: 1" = 20'-0"
CONTRACT NO. CIP 1049600
DRAWING NO. A2.10
SHEET NO. 116

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

72

ORIGINAL DRAWING IS 22 x 34 DO NOT SCALE CONTENTS OF THIS DRAWING



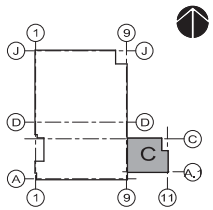
SHEET NOTES

1. SEE A0.00 FOR GENERAL NOTES
2. REFER TO STRUCTRAL DRAWING FOR LOCATION OF PITS AND GRATING.

KEY NOTES

1. DOTTED PROFILE INDICATES OVER HEAD COILING DOOR HOOD
2. FOR FLOOR DEPRESSIONS FOR VEHICLE LIFTS REFER TO EQUIPMENT AND STRUCTURAL DRAWINGS
3. SYSTEMS FURNITURE, NIC
4. SURFACE MOUNTED FIRE EXTINGUISHER TYPE 1: MULTI-PURPOSE DRY-CHEMICAL TYPE 2A:10B-C
5. RECESSED CASE FIRE EXTINGUISHER TYPE 1: MULTI-PURPOSE DRY-CHEMICAL TYPE 2A:10B-C
6. SURFACE MOUNTED FIRE EXTINGUISHER TYPE 2: CARBON DIOXIDE TYPE
7. SURFACE MOUNTED FIRE EXTINGUISHER TYPE 3: CLEAN AGENT TYPE
8. 6" DIA EXTERIOR BOLLARD (TYP) SEE 3/A.024

KEY PLAN



CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

DESIGNED BY: JT	DATE 11/13
DRAWN BY: CS	11/13
CHECKED BY: JJ	11/13
APPROVED BY: JT	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

MAINTENANCE BLDG
GROUND LEVEL FLOOR PLAN
AREA C

SCALE	
1/8" = 1'-0"	
CONTRACT NO. CIP 1049600	
DRAWING NO. A2.13	SHEET NO. 119

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

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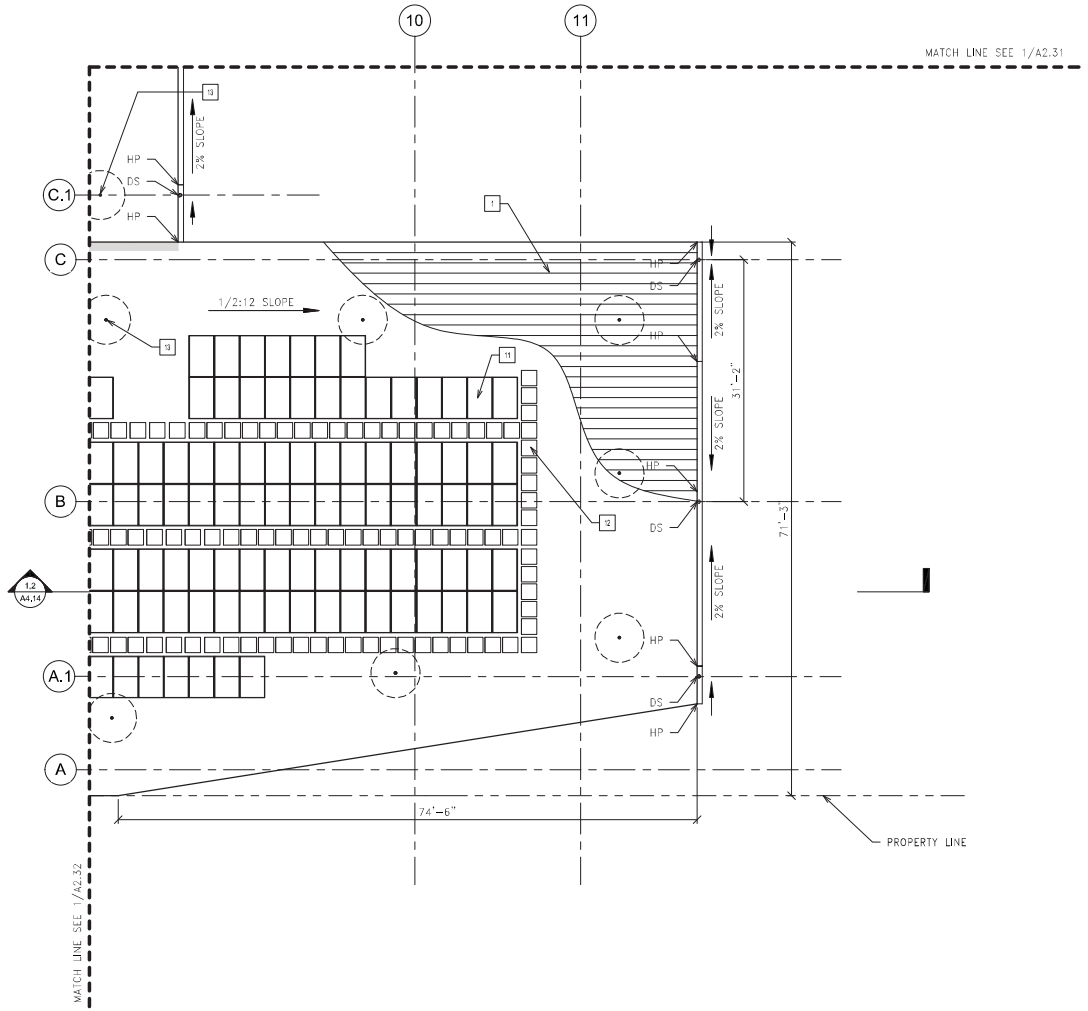


1 A2.33 ROOF PLAN AREA C

1/8"=1'-0"

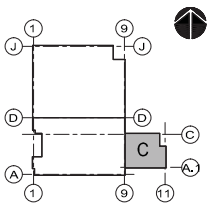
GENERAL NOTES

1. PROVIDE CRICKETS/FLASHING AT CURBS RUNNING PERPENDICULAR TO THE ROOF SLOPE
2. ROOF SLOPE SHALL BE 1/4" PER FOOT MINIMUM
3. ALL ARROWS POINT DOWNWARD UNLESS NOTED OTHERWISE
4. REFER TO MECHANICAL DRAWINGS FOR LOCATION OF ROOF EQUIPMENT AND SIZES OF ROOF OPENINGS

KEY NOTES

1. STANDING SEAM METAL ROOF
2. BUILT-UP ASPHALT ROOF
3. GUTTER WITH DOWNSPOUT, SEE 2/A7.41
4. ROOF LADDER, SEE 4/A7.43
5. ROOF HATCH & LADDER, SEE 1/A7.43
6. EQUIPMENT PAD, SEE MECHANICAL
7. EXHAUST FAN, SEE MECHANICAL
8. FLUE VENT, SEE MECHANICAL
9. CONCENTRIC COMBUSTION AIR INTAKE AND EXHAUST, SEE MECHANICAL
10. ROOF DRAIN AND OVERFLOW DRAIN, SEE 8/A7.42
11. PHOTOVOLTAIC PANELS
12. ROOF WALK PADS
13. STANCHION, SEE 5/A7.41
14. BUILDING SEISMIC JOINT, SEE 2/A7.47

KEY PLAN



CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

		DATE
DESIGNED BY:	JT	11/13
DRAWN BY:	CS	11/13
CHECKED BY:	JJ	11/13
APPROVED BY:	JT	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

MAINTENANCE BLDG ROOF PLAN AREA C

SCALE	AS SHOWN
CONTRACT NO.	CIP 1049600
DRAWING NO.	A2.33
SHEET NO.	124

74

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

ORIGINAL DRAWING IS 22 x 34 DO NOT SCALE CONTENTS OF THIS DRAWING
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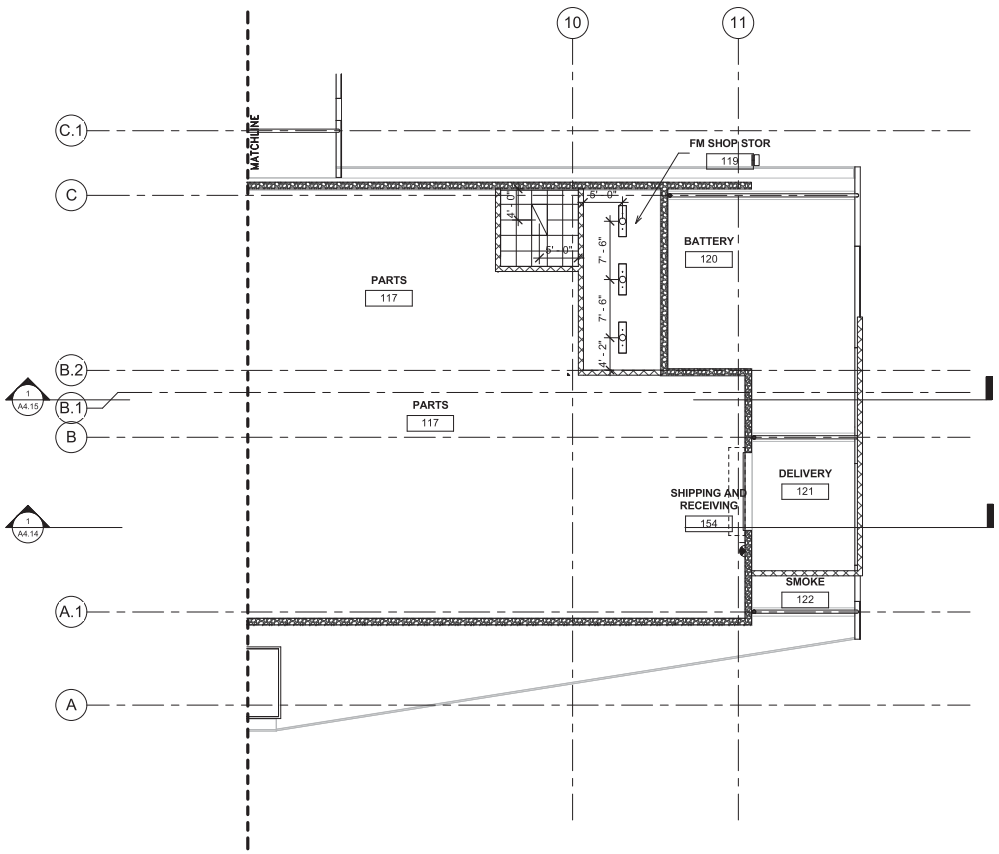


1 A2.43 GROUND LEVEL REFLECTED CEILING PLAN AREA C
SCALE: 1/8" = 1'-0"

0 2' 4' 8' 16'

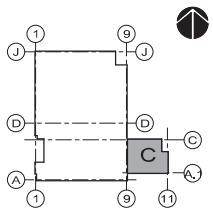
GENERAL RCP NOTES

1. FOR CEILING HEIGHTS REFER TO FINISH SCHEDULE, SHEET A8.01
2. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL CEILING ITEMS
3. PLACE LIGHTING FIXTURE IN CENTER OF ROOM WHERE GYPSUM BOARD CEILINGS OCCUR UON
4. FOR SMOKE DETECTORS, SEE ELEC FIRE ALARM PLAN DWGS

RCP LEGEND

- 2X4 FLUORESCENT LIGHT FIXTURE
- EMERGENCY FLUORESCENT LIGHT FIXTURE
- 1X4 FLUORESCENT LIGHT FIXTURE
- 1X4 FLUORESCENT LIGHT FIXTURE
- PENDANT MOUNTED LIGHT FIXTURE
- PENDANT MOUNTED LIGHT FIXTURE
- SUPPLY AIR DEVICE
- RETURN/RELIEF/EXHAUST AIR DEVICE
- 2'X2' SUSPENDED ACOUSTICAL CEILING
- OPEN TO STRUCTURE ABOVE

KEY PLAN



CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

LICENSED ARCHITECT JOHN P. TRAUTMANN No. C21914 Exp. 08-31-15 ARCHITECTURE STATE OF CALIFORNIA

DESIGNED BY:	JT	DATE 11/13
DRAWN BY:	CS	11/13
CHECKED BY:	JJ	11/13
APPROVED BY:	JT	11/13

SANDAG
San Diego's Regional Planning Agency

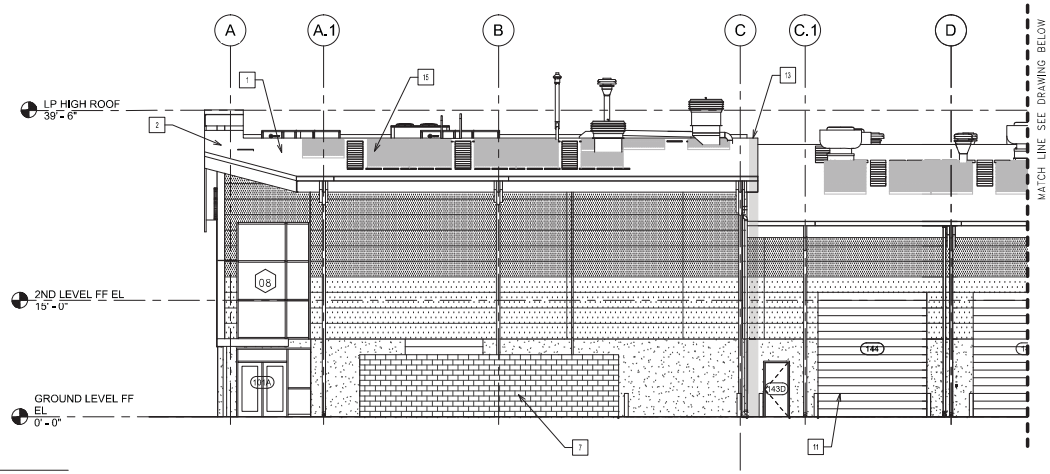
EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

MAINTENANCE BLDG
GROUND LEVEL REFLECTED CEILING PLAN
AREA C

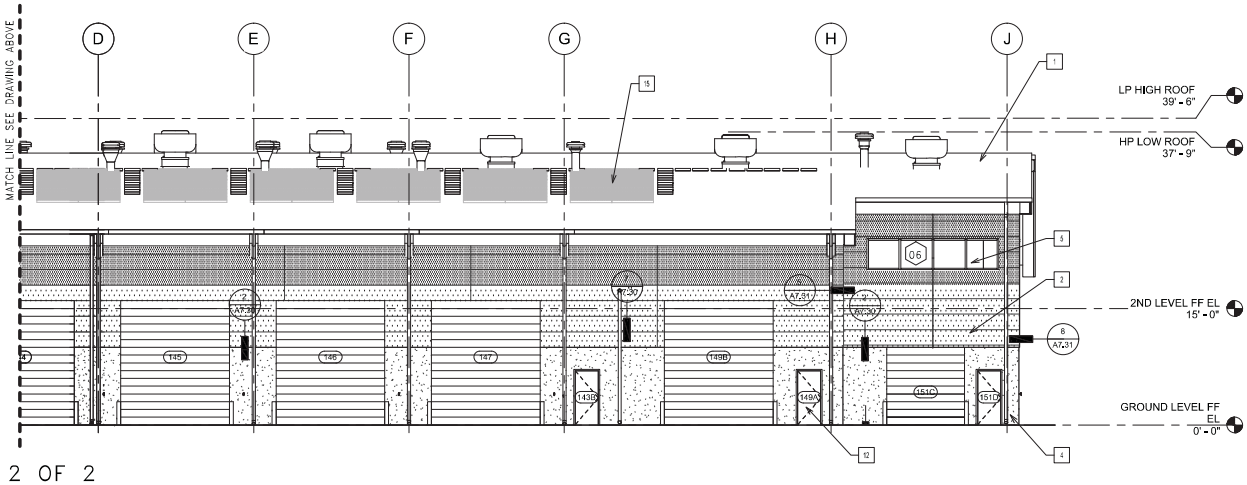
SCALE: **As indicated**
CONTRACT NO.: CIP 1049600
DRAWING NO.: **A2.43**
SHEET NO.: **127**

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

ORIGINAL DRAWING IS 22 x 34 DO NOT SCALE CONTENTS OF THIS DRAWING



1 A3.13 EAST ELEVATION 1 OF 2
1/8"=1'-0"



2 A3.13 EAST ELEVATION 2 OF 2
1/8"=1'-0"

KEY NOTES

1. STANDING SEAM METAL ROOF PANELS
2. INSULATED METAL WALL PANEL
3. CMU PARAPET BEYOND
4. 10' HIGH CAST-IN-PLACE CONCRETE WALL
5. LOW-E, DUAL-GLAZED WINDOW W/ALLUMINUM 2x6 FRAME
6. CANOPY
7. CMU WALL
8. BOLLARD TYP
9. DOWNSPOUT ATTACHED TO CMU WALL
10. TRANSLUCENT CLERESTORY PANEL
11. OVERHEAD COILING DOOR
12. HOLLOW METAL DOOR AND FRAME
13. 6" SEISMIC JOINT
14. 10' HIGH CAST-IN PLACE CONCRETE WALL WITH FORMLINER
15. PHOTOVOLTAIC PANEL

LEGEND

- METAL WALL PANEL TYPE 1
- METAL WALL PANEL TYPE 2

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

DESIGNED BY: JT	DATE 11/13
DRAWN BY: CS	11/13
CHECKED BY: JJ	11/13
APPROVED BY: JT	11/13

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EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

MAINTENANCE BLDG EXTERIOR ELEVATIONS SHEET 3 OF 4

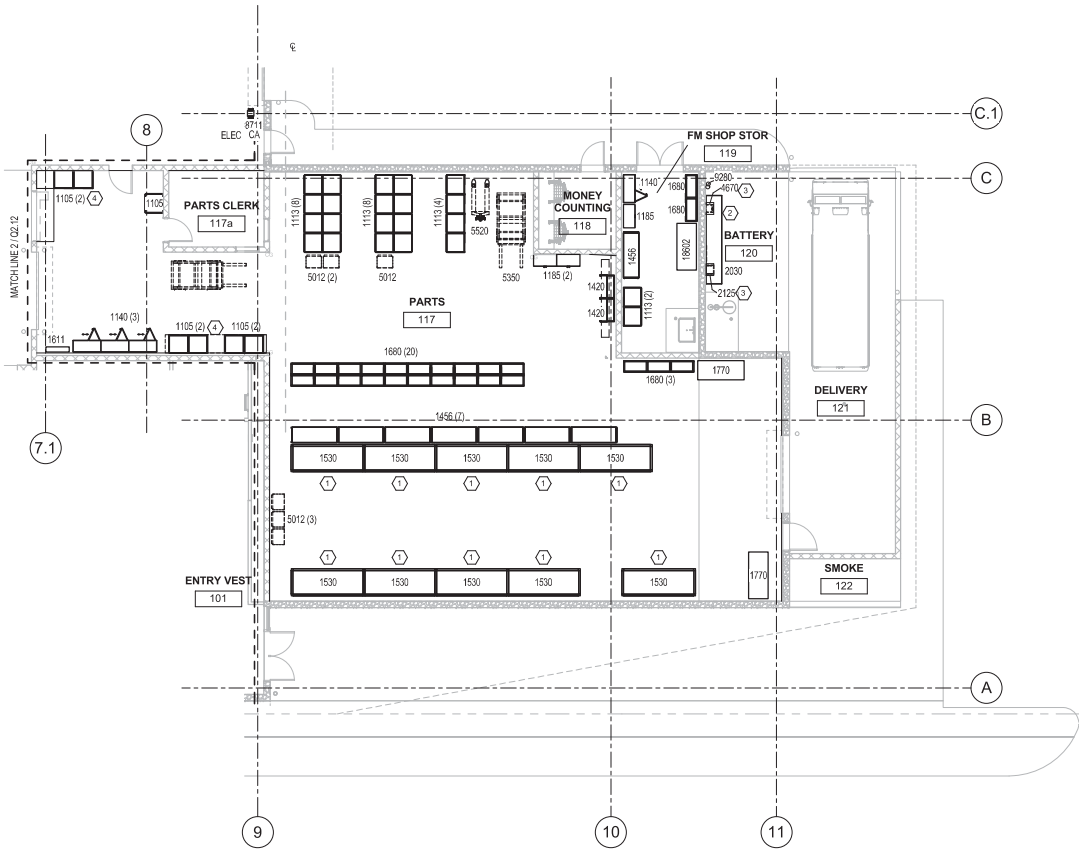
SCALE: AS SHOWN
CONTRACT NO.: CIP 1049600
DRAWING NO.: A3.13
SHEET NO.: 133

76

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

ORIGINAL DRAWING IS 22 x 34 DO NOT SCALE CONTENTS OF THIS DRAWING

File Name: R:\PROJECTS\12054H - MTS SAN DIEGO EAST COUNTY\CAD\ECBMF - O-Maintenance Building_rvt2014 conformed.rvt
Plot Date/Time: 8/1/2014 4:53:41 PM



NOTES:

5 DIGIT MARK NUMBERS REPRESENT EXISTING EQUIPMENT TO BE RELOCATED BY OWNER.

4 DIGIT MARK NUMBERS WITH OR WITHOUT ALPHA EXTENSION REPRESENT NEW EQUIPMENT TO BE FURNISHED AND INSTALLED AS GRAPHICALLY INDICATED AND SHOWN ON SHEET Q9.06 FOR SHOP EQUIPMENT SCHEDULE.

ALL EQUIPMENT SHOWN ON THESE DRAWINGS IS BASED ON SPECIFIED MANUFACTURER. ANY MODIFICATIONS AND / OR SUBSTITUTIONS OF SAID EQUIPMENT MUST BE COORDINATED BY THE CONTRACTOR INCLUDING ALL CONNECTIONS, SERVICES, OPENING SIZES, AND ANY OTHER CONSTRUCTION RELATED REQUIREMENTS.

VERIFY AND COORDINATE ALL STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING REQUIREMENTS OF EQUIPMENT WITH MANUFACTURER PRIOR TO INSTALLATION.

REFER TO SHEET Q9.06 FOR SHOP EQUIPMENT SCHEDULE.

FORKLIFTS, EQUIPMENT OPERATORS, AND PALLETS SHOWN FOR REFERENCE ONLY.

GRAPHIC LEGEND

- NEW EQUIPMENT IN CONTRACT.
- EQUIPMENT NIC (NOT IN CONTRACT).
- EQUIPMENT CONTROLS.
- OPERATOR - SHOWN FOR CLARIFICATION OF SPACE USAGE AND EQUIPMENT CONTROL OPERATION ORIENTATION

NUMBERED NOTES:

1. SHIM PALLET RACKS AS NECESSARY FOR LEVEL INSTALLATION. SECURE RACKS TO CONCRETE SLAB AS NECESSARY TO MEET SEISMIC CODE REQUIREMENTS.
2. BATTERY BENCH (#2030) (re: Q9.05 for detail)
3. WOOD SHELF FOR EQUIPMENT #2125 AND #4670 LOCATED OVER BATTERY BENCH (re: Q9.05 for detail)
4. MILLWORK TOP ON #1105 UNITS.

MAINTENANCE BLDG GROUND LEVEL AREA C EQUIPMENT PLAN

1 / Q2.13 SCALE: 1/8" = 1'-0"

0 2' 4' 8' 16'

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

DESIGNED BY: JVC	DATE	11/13
DRAWN BY: RR / MJM		11/13
CHECKED BY: JVC		11/13
APPROVED BY: MJP		11/13

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San Diego's Regional Planning Agency

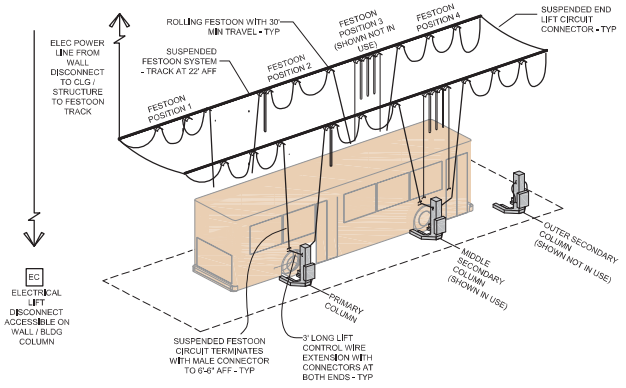
EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

MAINTENANCE BLDG GROUND LEVEL AREA C EQUIPMENT PLAN

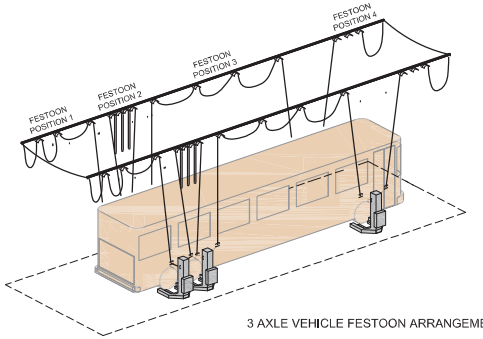
SCALE: 1/8" = 1'-0"
CONTRACT NO. CIP 1049600
DRAWING NO. Q2.13
SHEET NO. 199

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

ORIGINAL DRAWING IS 22 x 34. DO NOT SCALE CONTENTS OF THIS DRAWING



2 AXLE VEHICLE FESTOON ARRANGEMENT

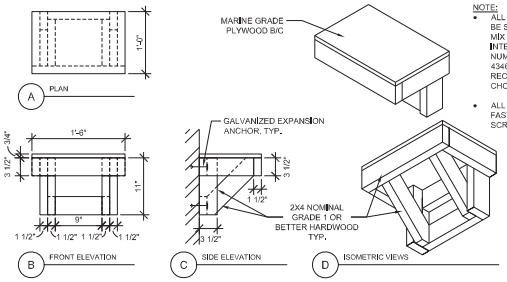


3 AXLE VEHICLE FESTOON ARRANGEMENT

PORTABLE LIFT FESTOON DETAIL

SCALE: NTS

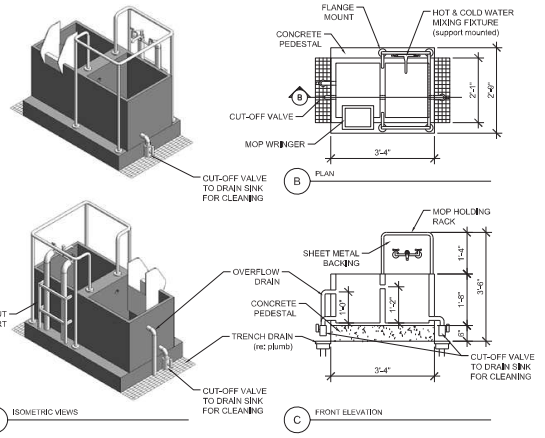
6



BATTERY SHELF DETAIL

SCALE: 1" = 1'-0"

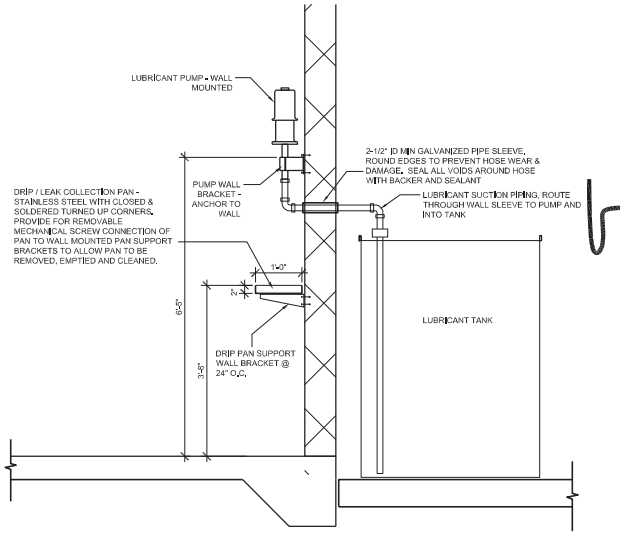
5



3480 - PLUMBED MOP SINK DETAIL

SCALE: 1/2" = 1'-0"

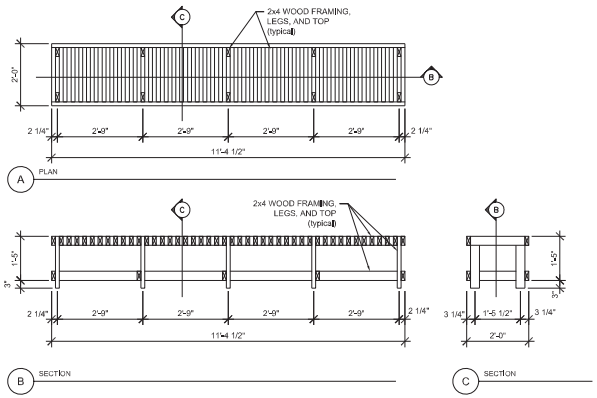
4



WALL MOUNTED LUBE PUMP & DRIP PAN

SCALE: 3/4" = 1'-0"

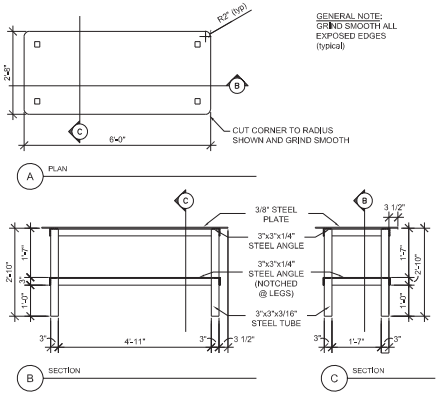
2



2030 - BATTERY BENCH DETAIL

SCALE: 1/2" = 1'-0"

3



1860 - WORKBENCH DETAIL

SCALE: 1/2" = 1'-0"

1

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

DESIGNED BY: JVC	DATE 11/13	
DRAWN BY: RR	11/13	
CHECKED BY: JVC	11/13	
APPROVED BY: MP	11/13	

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San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

EQUIPMENT DETAILS

SCALE	
AS SHOWN	
CONTRACT NO. CIP 1049600	
DRAWING NO. Q9.05	SHEET NO. 206

78

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

Drawing name: R:\PROJECTS\1205414 - MTS SAN DIEGO EAST COUNTY\CAD\Conformed Set 2014\0801\Q9.05 Equip Details.dwg, Equipment Details, Aug 01, 2014 - 2x3.0in by: corrielle

ORIGINAL DRAWING IS 22 x 34. DO NOT SCALE CONTENTS OF THIS DRAWING

Mark	Item Description	Spec Section	Procurement	Submittals
3901	2 Brush H/brid Bus Wash	11 11 26	CF / CI	PD, OM, SD, T, BA
3934	Water reclamation system	11 11 26	CF / CI	PD, OM, SD, T, BA
4670	Tester, battery load	N/A	OF / OI	N/A
4912	Wheel balancer, electronic, fixed, heavy duty	N/A	OF / OI	N/A
5012	Cart, laptop	N/A	OF / OI	N/A
5013	Cart, battery lift	N/A	OF / OI	N/A
5023	Cart, bus detail	N/A	OF / OI	N/A
5350	Forklift, propane, sit-down, 4000 lb	N/A	OF / OI	N/A
5391	Hoist, chan, elect., 1 ton	41 22 00	CF / CI	PD, OM, BA
5520	Jack, pallet	N/A	OF / OI	N/A
5643	Lift, axle, adj, 2 post, scissor, 30,000 lb	14 45 00	CF / CI	PD, OM, SD, T, BA
5665	Lift, axle, adj, 3 post, rear fixed, scissor, 60,000 lb	14 45 00	CF / CI	PD, OM, SD, T, BA
5666	Lift, axle, adj, 3 post, center fixed, scissor, 90,000 lb	14 45 00	CF / CI	PD, OM, SD, T, BA
5694	Lift, column, hydraulic, 4-set, 72,000 lb	14 45 00	CF / CI	PD, OM, SD, T, BA
5696	Lift, column, hydraulic, 6-set, 108,000 lb	14 45 00	CF / CI	PD, OM, SD, T, BA
5707A	Lift, drive-on, parallelogram, 75000 lb, 48 L, Wash Bay, flush / recessed	14 45 00	CF / CI	PD, OM, SD, T, BA
6235	Personal fall protection unit	11 96 00	CF / CI	PD, OM, BA
7800	Vault/receiver, firebox, mobile bin	11 17 23	CF / CI	PD, OM, T, BA
7820	Data collection & reporting system, firebox	11 17 23	CF / CI	PD, OM, SD, T, BA
7820A	Wand for 7820	11 17 23	CF / CI	PD, OM, T, BA
8060	Dispenser, diesel fuel, stand type, 35 GPM	46 21 40	CF / CI	PD, OM, SD, BA
8095	Dispenser, CNG, singe hose	N/A	OF / OI	N/A
8100	Dispenser, portable (CG)	N/A	OF / OI	N/A
8110	Dispenser, portable (CO)	N/A	OF / OI	N/A
8525	Pump, air pission (ATF), 4.25", 10:1	43 21 19	CF / CI	PD, OM, SD, T, BA
8545	Pump, air pission (HO) 4.25", 10:1	43 21 19	CF / CI	PD, OM, SD, T, BA
8566A	Pump, air pission (EO1), 4.25", 10:1	43 21 19	CF / CI	PD, OM, SD, T, BA
8566B	Pump, air pission (EO2), 4.25", 10:1	43 21 19	CF / CI	PD, OM, SD, T, BA
8586	Pump, diaphragm (EC)	43 21 19	CF / CI	PD, OM, SD, T, BA
8210	Reel bank (WTR)	11 11 19	CF / CI	PD, OM, SD, T, BA
8211	Reel bank (CA)	11 11 19	CF / CI	PD, OM, SD, T, BA
8250	Reel bank (ATF, CA, EC, EO1, EO2)	11 11 19	CF / CI	PD, OM, SD, T, BA
8260	Reel bank (ATF, CA, EC, EO1, EO2, HO)	11 11 19	CF / CI	PD, OM, SD, T, BA
8265	Reel, electric	PD, OM	CF / CI	PD, OM
8933	Tank, storage, vault, cube, 6,000 gallon (Diesel)	43 41 16	CF / CI	PD, OM, SD, BA
8942A	Tank, storage, cube, 500 gallon (ATF)	43 41 16	CF / CI	PD, OM, SD, BA
8942B	Tank, storage, cube, 500 gallon (EC)	43 41 16	CF / CI	PD, OM, SD, BA
8942C	Tank, storage, cube, 500 gallon (EO2)	43 41 16	CF / CI	PD, OM, SD, BA
8942D	Tank, storage, cube, 500 gallon (HO)	43 41 16	CF / CI	PD, OM, SD, BA
8942F	Tank, storage, cube, 500 gallon 4 equal divisions 125 gallon each, (ATF) (EC) (EO1) (EO2)	43 41 16	CF / CI	PD, OM, SD, BA
8945	Tank, storage, cube, 1000 gallon (EO1)	43 41 16	CF / CI	PD, OM, SD, BA
8952A	Tank, waste, 500 gal, w/ pump (WC)	43 41 16	CF / CI	PD, OM, SD, BA
8993	Tank, waste, 1,000 gal, w/ pump (WO)	43 41 16	CF / CI	PD, OM, SD, BA
9280	De-ionizer battery water	11 96 00	0 0 0	PD, OM, BA
16361	Rack, tire, bus/truck	N/A	OF / OI	N/A
18601	Workbench, welding, fabricated, w/ cut-off saw & vise	N/A	OF / OI	N/A
18602	Workbench, steel top, w/ 6" vise & buffer/grinder	N/A	OF / OI	N/A
18603	Workbench, steel top, w/ vise 6"	N/A	OF / OI	N/A
36951	Lift, column, hydraulic, 4-set, 72,000 lb	N/A	OF / OI	N/A
36971	Lift, column, hydraulic, 6-set, 96,000 lb	N/A	OF / OI	N/A

Mark	Item Description	Spec Section	Procurement	Submittals
1040	Bin unit, 66 opening	10 56 00	CF / CI	PD, OM, BA
1080	Bin unit, hose/line	N/A	OF / OI	N/A
1105	Cabinet, 6 drawer, 33"	10 56 00	CF / CI	PD, OM, BA
1113	Cabinet, 9 drawer, 59"	10 56 00	CF / CI	PD, OM, BA
1140	Cabinet, flammable materials, large	10 56 00	CF / CI	PD, OM, BA
1140x	Cabinet, flammable materials, large	N/A	OF / OI	N/A
1185	Cabinet, storage, shop, 18"	10 56 00	CF / CI	PD, OM, BA
1185X	Cabinet, storage, shop, 18"	N/A	OF / OI	N/A
1190	Cabinet, storage, shop, 24"	10 56 00	CF / CI	PD, OM, BA
1190X	Cabinet, storage, shop, 24"	N/A	OF / OI	N/A
1220	Desk, stand-up	N/A	OF / OI	N/A
1420	Rack, arm, single face, 7' high	10 56 00	CF / CI	PD, OM, BA
1420X	Rack, arm, single face, 7' high	N/A	OF / OI	N/A
1456	Rack, bulk storage w/ deck	10 56 00	CF / CI	PD, BA
1456X	Rack, bulk storage w/ deck	N/A	OF / OI	N/A
1530	Rack, pallet, 42" deep, 12' high, 6000lb, w/ deck	10 56 00	CF / CI	PD, OM, SD, BA
1588	Rack, pick, 66 drawer	N/A	OF / OI	N/A
1611	Rack, wire	10 56 00	CF / CI	PD, BA
1680	Shelving unit, 18"	10 56 00	CF / CI	PD, BA
1680X	Shelving unit, 18"	N/A	OF / OI	N/A
1750	Stool, electronic station, anti-static	N/A	OF / OI	N/A
1770	Table, layout, wood top, 72"x30"	10 56 00	CF / CI	PD, BA
1770X	Table, layout, wood top, 72"x30"	N/A	OF / OI	N/A
1800	Workbench, electronics, anti-static top, 2 cabinet	11 96 00	CF / CI	PD, OM, BA
1802	Workbench, electronics, anti-static top, 6 ft.	11 96 00	CF / CI	PD, OM, BA
1860	Workbench, severe use	13 60 00	CF / CI	SD, BA
2030	Bench, battery	13 60 00	CF / CI	SD, BA
2080	Beffler/grinder, 8", w/ dust collector	11 96 00	CF / CI	PD, OM, BA
2110	Cage, inflation, tire	N/A	OF / OI	N/A
2125	Charger, battery, fixed	11 96 00	CF / CI	PD, OM, BA
2153	Compressor, air, 5 hp, rotary screw, with integral receiver and dryer	MEP	CF / CI	PD, OM, BA
2170	Compressor, air, 15 hp, rotary screw	MEP	CF / CI	PD, OM, BA
2170A	Receiver, compressed air, dry	MEP	CF / CI	PD, OM, BA
2215	Drill press, variable speed, 20"	11 96 00	CF / CI	PD, OM, BA
2228	Dryer, air, refrigerated, 200 cfm	MEP	CF / CI	PD, OM, BA
2455	Mounter/demounter, tire, truck, vertical	N/A	OF / OI	N/A
2532	Press, air/hydraulic, 50 ton	11 96 00	CF / CI	PD, OM, BA
2835	Vise, combination, swivel base, 6"	11 96 00	CF / CI	PD, OM, BA
2900	Welder, MIG, portable, w/ wire feed	N/A	OF / OI	N/A
2920	Welder, oxyacetylene, portable, w/ cart	N/A	OF / OI	N/A
2925	Welder, plasma curter, portable	N/A	OF / OI	N/A
3080	Cabinet, abrasive blast, medium, w/ dust collector	N/A	OF / OI	N/A
3201	Estractor, fume	44 11 37	CF / CI	PD, OM, SD, TR, BA
3305	Reel, vehicle exhaust, motor operated, w/ 7" hose	44 11 37	CF / CI	PD, OM, SD, TR, BA
3480	Tank, mop, plumbed, w/ wringer	13 60 00	CF / CI	PD, SD, BA
3560	Tank, parts cleaning, solvent, medium	N/A	OF / OI	N/A
3620	Vacuum system, central 2-station simultaneous	11 24 19	CF / CI	PD, OM, SD, T, BA
3720	Washer, pressure, hot water, NG	11 96 00	CF / CI	PD, OM, SD, T, BA
3720A	Hose Reel for 3720	11 96 00	CF / CI	PD, OM, SD, T, BA
3785	Washer, parts, jet spray, small	11 96 00	CF / CI	PD, OM, SD, T, BA

GENERAL NOTES

The following Equipment Schedule provides information on equipment shown on the Equipment 'Q' drawings. Equipment is listed numerically by mark number with the following information:

1. Mark # - All identical equipment items are assigned the same number. The Equipment Mark Number coordinates this schedule with EQ drawings and the specifications.
2. Item Description.
3. Spec Section - Identifies division or section where technical specifications for the equipment item can be found. N/C means "Not in Contract".
4. Procurement Method
   a. CF/CI = Contractor Furnished/Contractor Installed.
   b. OF/OI = Owner Furnished/Owner Installed.
   c. OF/CI = Owner Furnished/Contractor Installed.
5. Submittals - Identifies type(s) of submittals required:
   a. PD = Product Data
   b. SD = Shop Drawings
   c. OM = Operation and Maintenance Manuals
   d. T = Training of Owner's personnel on specific equipment items
   e. TR = Test Reports
   f. BA = Buy America Certificate

CONSTRUCTION CHANGE TABLE

NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

DESIGNED BY:	JVC	DATE 11/13
DRAWN BY:	RR	11/13
CHECKED BY:	JVC	11/13
APPROVED BY:	MP	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

SHOP EQUIPMENT SCHEDULE

SCALE	
AS SHOWN	
CONTRACT NO.	
CIP 1049600	
DRAWING NO.	SHEET NO.
Q9.06	207

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

Drawing name: R:\PROJECTS\139441 - MTS SAN DIEGO EAST COUNTY\CAD\Conformed Set 2014\9001\Q9.06 SHOP EQUIPMENT SCHEDULE.dwg Equipment Details Aug 01, 2014 - 3:48pm by: cantarb

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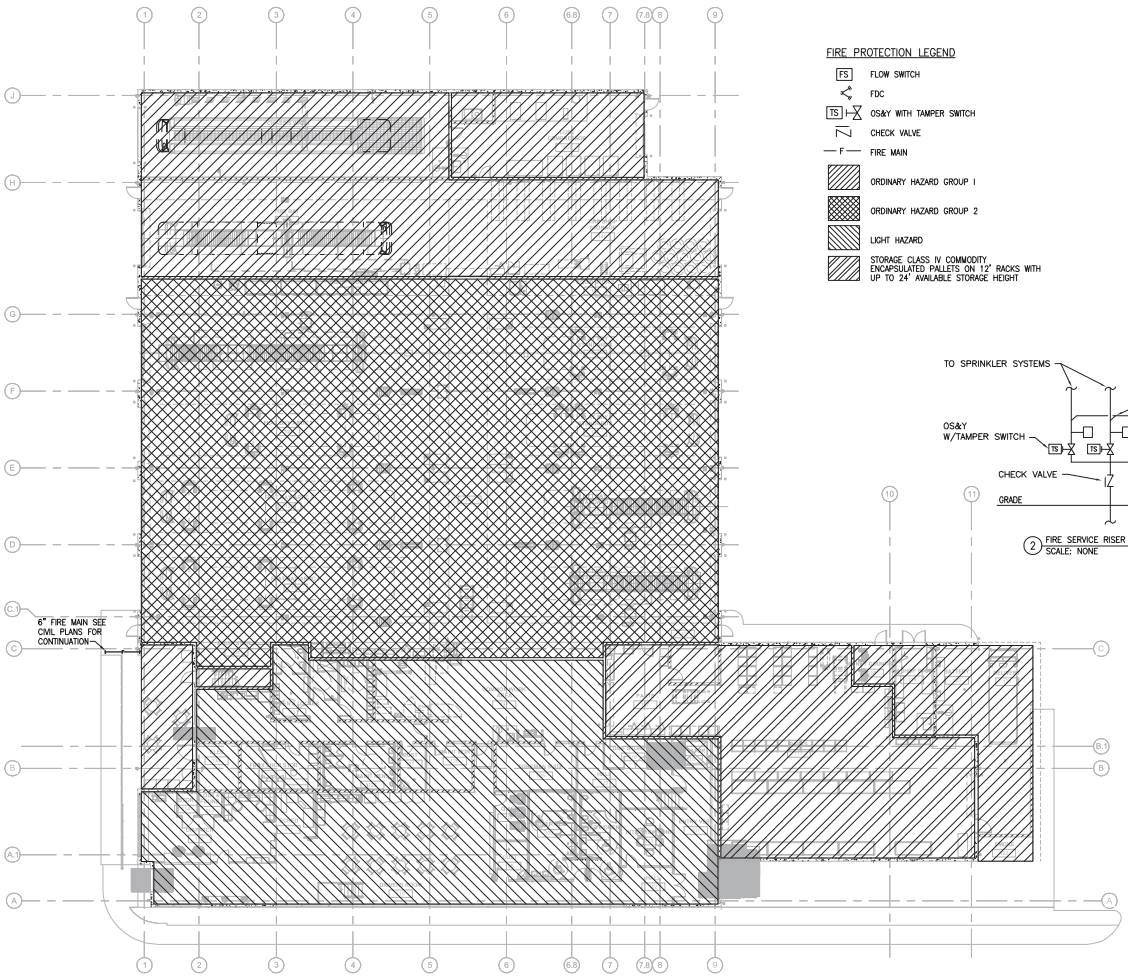
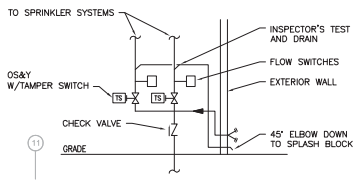


FIRE PROTECTION LEGEND

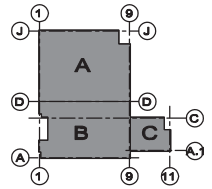
- FS — FLOW SWITCH
- FDC
- TS — OS&Y WITH TAMPER SWITCH
- CHECK VALVE
- F — FIRE MAIN
- ORDINARY HAZARD GROUP 1
- ORDINARY HAZARD GROUP 2
- LIGHT HAZARD
- STORAGE CLASS IV COMMODITY ENCAPSULATED PALLETS ON 12' RACKS WITH UP TO 24' AVAILABLE STORAGE HEIGHT



2 FIRE SERVICE RISER (LOCATED ON PATIO 133)
SCALE: NONE

SHEET NOTES

1. ENTIRE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE NFPA 13, 2010, NFPA 24 AND CALIFORNIA FIRE CODE 2010.
2. SUBMIT SHOP DRAWINGS AND FINAL HYDRAULIC CALCULATIONS TO PROJECT ENGINEER FOR APPROVAL. COMPLETED APPROVED SHOP DRAWINGS SHALL THEN BE SUBMITTED TO AUTHORITY HAVING JURISDICTION FOR REVIEW. THIS CONTRACTOR SHALL PREPARE APPROVAL DRAWINGS FOR FIRE PROTECTION SYSTEMS INDICATING PIPE SIZES, PIPE LOCATIONS, FITTINGS, SHUTOFFS, EQUIPMENT, HYDRAULIC CALCULATIONS, ETC. SUBMIT TO AGENCY HAVING JURISDICTION (AHJ) FOR APPROVAL. SUBMIT APPROVED COPIES, BEARING STAMP AND/OR SIGNATURE OF AGENCY HAVING JURISDICTION, AND INSURANCE CARRIERS FOR RECORD BEFORE PROCEEDING WITH BIDDING, FABRICATION/INSTALLATION.
3. THESE DRAWINGS ARE ACCOMPANIED BY SPECIFICATIONS.
4. RENDER ANY PASSAGE OF PIPING THROUGH OUTSIDE WALLS AND ROOF PERMANENTLY WATERTIGHT.
5. PROVIDE ALL NECESSARY OFFSETS IN PIPING TO AVOID STRUCTURE.
6. ALL VALVES SHALL BE ACCESSIBLE.
7. CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR EXACT DIMENSIONS.
8. FIRE PROTECTION CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL FIRE RATINGS WHERE PIPES PENETRATE FIRE RATED ASSEMBLIES. FIRE SAFETY MATERIAL SHALL BE UL LISTED.
9. FIRE PROTECTION CONTRACTOR SHALL VERIFY ALL FINISHED FLOOR ELEVATIONS, ETC. PRIOR TO INSTALLATION OF PIPE.
10. FIRE PROTECTION CONTRACTOR SHALL PROVIDE PIPING RETURNS TO SPRINKLER HEADS LOCATED IN LAY-IN CEILING TO ASSURE ALL HEADS ARE LOCATED IN THE CENTER OF TILES.
11. FOR THRUST BLOCK INFORMATION SEE NFPA 24, 2010 EDITION.
12. COORDINATE FIRE PROTECTION SYSTEMS WITH WORK OF ALL OTHER TRADES PRIOR TO ANY FABRICATION OR INSTALLATION TO AVOID INTERFERENCES. PROVIDE ALL FITTINGS, OFFSETS, AND TRANSITIONS AS REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
13. CONTRACTOR SHALL OBTAIN STATIC/RESIDUAL PRESSURE TEST INFORMATION TO HYDRAULICALLY CALCULATE SPRINKLER SYSTEM.
14. COORDINATE LOCATIONS OF SPRINKLERS WITH LIGHT FIXTURES AIR DEVICES AND ANY OTHER CEILING MOUNTED DEVICES.
15. PROVIDE INSPECTORS TEST TO EXTERIOR PAVEMENT OR SPLASH BLOCK.
16. SWAY BRACING LOCATIONS INDICATING THE TYPE OF SWAY BRACING BEING PROVIDED.
17. SWAY BRACING CALCULATIONS SHOWING HORIZONTAL SEISMIC DESIGN LOAD REQUIREMENTS, WITH INDICATION OF ZONE OF INFLUENCE FOR EACH BRACING LOCATION.



CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER — JOHN D. COAD JR — M 22566 — EXP 12-31-15 — MECHANICAL — STATE OF CALIFORNIA

DESIGNED BY: AK	DATE 11/13
DRAWN BY: JW	11/13
CHECKED BY: AK	11/13
APPROVED BY: DTH	11/13

SANDAG — San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

MAINTENANCE BLDG 1ST LEVEL FLOOR PLAN - FIRE PROTECTION

SCALE	AS SHOWN
CONTRACT NO.	CIP 1049600
DRAWING NO.	F2.10
SHEET NO.	290

File Name:
Plot Date/Time:

80

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

ELECTRICAL SYMBOLS

A1a — 2x4 FLOURESCENT LIGHT FIXTURE
A - FIXTURE TYPE
1 - CIRCUIT NUMBER
a - SWITCH ID

AE1 — EMERGENCY FLOURESCENT LIGHT FIXTURE
AE - FIXTURE TYPE
1 - CIRCUIT NUMBER

A1a — 1x4 FLOURESCENT LIGHT FIXTURE
A - FIXTURE TYPE
1 - CIRCUIT NUMBER
a - SWITCH ID

AE1 — 1x4 FLOURESCENT LIGHT FIXTURE
A - FIXTURE TYPE
1 - CIRCUIT NUMBER

A1a — WALL MOUNTED FLORESCENT LIGHT FIXTURE
A - FIXTURE TYPE
1 - CIRCUIT NUMNER
a - SWITCH ID

AE1 — EMERGENCY WALL MOUNTED FLORESCENT LIGHT FIXTURE
AE - FIXTURE TYPE
1- CIRCUIT NUMBER

A1a — PENDANT MOUNTED LIGHT FIXTURE
A - FIXTURE TYPE
1 - CIRCUIT NUMNER
a - SWITCH ID

AE1 — PENDANT MOUNTED LIGHT FIXTURE
A - FIXTURE TYPE
1 - CIRCUIT NUMNER
a - SWITCH ID

RECESSED CAN LIGHT

WALL MOUNTED EXTERIOR LIGHT

EXIT LIGHT

$3a — TOGGLE SWITCH
3 - SWITCH TYPE
a - SWITCH ID

$OSa — OCCUPANCY SENSOR - WALL MOUNTED
OS - SWITCH TYPE
a - SWITCH ID

$OSab — OCCUPANCY SENSOR - WALL MOUNTED DUAL CIRCUIT
OS - SWITCH TYPE
ab - SWITCH ID

OSa — OCCUPANCY SENSOR - CEILING MOUNTED
a - SWITCH ID

GFCI 4 — DUPLEX RECEPTACLE
4 - CIRCUIT NUMBER
GFCI - GROUND FAULT CIRCUIT INTERRUPTER
WP - WEATHER PROTECTED
AC - ABOVE COUNTER
+48 - INCHES AFF

QUAD RECEPTACLE

JUNCTION BOX

DISCONNECT SWITCH

ELECTRICAL PANEL BOARD

MOTOR

PUSH BUTTON OVERHEAD DOOR CONTROL

S — MOTOR SWITCH

ELECTRICAL ABBREVIATIONS

A	AMPERE
AF	AMPS FRAME, AMPS FUSE
AFF	ABOVE FINISHED FLOOR
AS	AMPS SWITCH
AT	AMPS TRIP
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BKR	BREAKER
BLDG	BUILDING
C	CONDUIT
CB	CIRCUIT BREAKER, CATCH BASIN
CCTV	CLOSED CIRCUIT TELEVISION
CKT	CIRCUIT
CP	COMMUNICATION PANEL
DEMO	DEMOLITION
DIA	DIAMETER
DIM	DIMENSION
ELEC	ELECTRIC, ELECTRICAL
EMER	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
ENCL	ENCLOSURE
EQUIP	EQUIPMENT
EXIST	EXISTING
EXT	EXTERIOR
°F	DEGREES FAHRENHEIT
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
FT	FOOT, FEET
G	GROUND
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GRS	GALVINIZED RIGID STEEL CONDUIT
HH	HAND HOLE
HID	HIGH INTENSITY DISCHARGE
HP	HORSEPOWER
HPS	HIGH PRESSURE SODIUM
HZ	HERTZ
IN	INCHES
INC	INCANDESCENT
KAIC	KILOAMPERE INTERRUPTING CAPACITY
KCMIL	THOUSAND CIRCULAR MILS
KVA	KILOVOLT-AMPERE
KW	KILOWATTS
KWH	KILOWATT-HOUR
LAN	LOCAL AREA NETWORK
LT	LIGHT
LTCL	LONG TERM CONTINUOUS LOAD
LTG	LIGHTING
M	METER
MAX	MAXIMUM
MBH	BTUH (1,000'S)
MCA	MINIMUM CIRCUIT AMPACITY
MCB	MAIN CIRCUIT BREAKER
MFR	MANUFACTURER
MH	METAL HALIDE, MAN HOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MOCP	MAXIMUM OVERCURRENT PROTECTION
NC	NORMALLY CLOSED CONTACT
NEC	NATIONAL ELECTRIC CODE
NF	NON-FUSED
NFS	NON FUSED SWITCH
NIC	NOT IN CONTRACT
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
PA	PUBLIC ADDRESS
PH	PHASE
PV	PHOTOVOLTAIC
PVC	POLY VINYL CHLORIDE
REC	RECEPTACLE
RM	ROOM
SPEC	SPECIFICATION
SVCE	SERVICE
SW	SWITCH
SYS	SYSTEM
TEL	TELEPHONE
TV	TELEVISION
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
V	VOLTS
VAC	VOLTS ALTERNATING CURRENT
VDC	VOLTS DIRECT CURRENT
VFD	VAIRIABLE FREQUENCY DRIVE
W	WEST, WATTS
W/	WITH
W/LF	WATTS PER LINEAR FOOT
W/O	WITHOUT
WH	WATT-OUR
WP	WEATHER PROOF
XFMR	TRANSFORMER

GENERAL NOTES

1. THESE DRAWINGS ARE ACCOMPANIED BY SPECIFICATIONS.
2. COMPLY WITH THE LATEST APPROVED EDITION OF THE NATIONAL ELECTRICAL CODE, OSHA, DRAWINGS, AND SPECIFICATIONS.
3. PERFORM WORK IN ACCORDANCE WITH NECA 1-2010, STANDARD PRACTICE FOR GOOD WORKMANSHIP IN ELECTRICAL CONTRACTING.
4. STUDY PLANS AND SPECIFICATIONS CLOSELY AND VISIT JOB SITE PRIOR TO SUBMITTING BID; VERIFY DETAILS RELATING TO ELECTRICAL WORK. PROVIDE A COMPLETE AND OPERABLE ELECTRICAL INSTALLATION THAT IS COMPLIANT WITH APPLICABLE CODES. REPORT OMISSIONS TO THE OWNER.
5. CONFORM TO THE FOLLOWING INSULATION COLORS: EQUIPMENT GROUNDING CONDUCTOR=GREEN; ISOLATED GROUNDING CONDUCTOR=GREEN WITH YELLOW TRACER.
6. RUN CONDUCTORS CONTINUOUS AND SAME COLOR FROM SOURCE OF SUPPLY TO TERMINATION POINT.
7. COLOR CODE CONDUCTORS SIZED #6 AWG AND LARGER WITH 1/2-INCH COLOR TAPE IN JUNCTION BOXES, PULL BOXES, AND AT EQUIPMENT TERMINATIONS.
8. USE #12 AWG THHN WIRE, MINIMUM, FOR BRANCH CIRCUIT AND FEEDER WIRING, INCLUDING GROUND WIRES, UNLESS NOTED. RUN GROUND WIRE IN EVERY CONDUIT THAT CONTAINS FEEDER OR BRANCH CIRCUIT WIRING. ALUMINUM WIRE NOT PERMITTED.
9. DO NOT SPLICE IN CONDULETS OR POWER PULL-BOXES UNLESS NOTED.
10. FURNISH PANELBOARDS IDENTIFIED AS PART OF THE WORK WITH CURRENT AND ACCURATE TYPEWRITTEN CIRCUIT PANEL SCHEDULE CARD.
11. MANUFACTURER'S PART NUMBERS ARE SUBJECT TO VERIFICATION. DRAWING AND SPECIFICATION DESCRIPTIONS SHALL GOVERN.
12. VERIFY OVERCURRENT PROTECTION SIZE FOR INSTALLED MECHANICAL EQUIPMENT WITH THE MANUFACTURER AND REVISE IF REQUIRED.

CONSTRUCTION CHANGE TABLE

NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER — JOHN D. COAD JR — M 22566 — EXP. 12-31-15 — MECHANICAL — STATE OF CALIFORNIA

DESIGNED BY:	JRH	DATE 11/13
DRAWN BY:	KJ	11/13
CHECKED BY:	JRH	11/13
APPROVED BY:	DPL	11/13

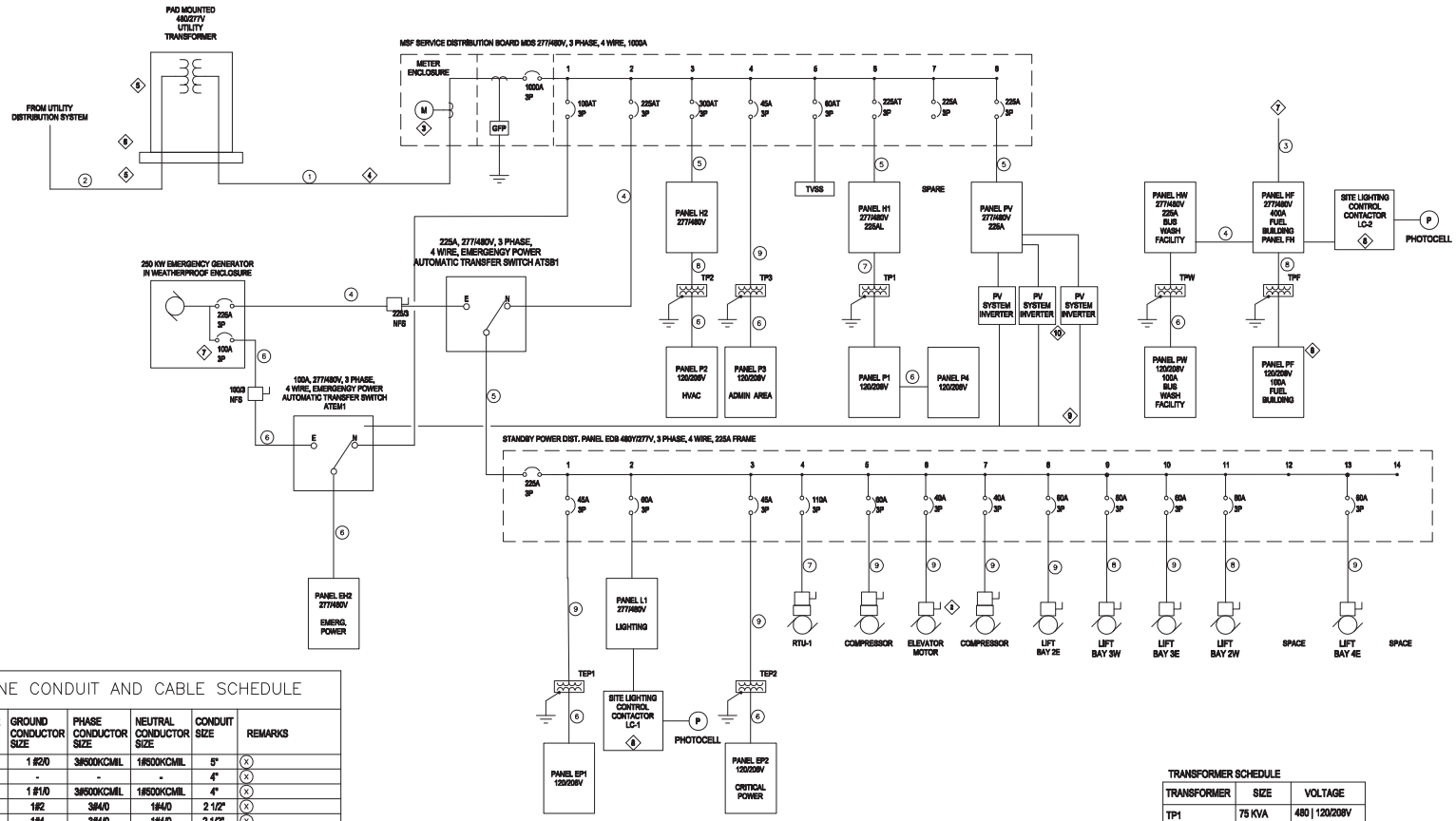
SANDAG — San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

POWER AND LIGHTING ABBREVIATIONS, SYMBOLS AND GENERAL NOTES

SCALE: AS SHOWN
CONTRACT NO.: CIP 1049600
DRAWING NO.: E0.00
SHEET NO.: 292

File Name:
Plot Date/Time:



KEYNOTES

1. NOT USED
2. PROVIDE BUSSMAN POWER MODULE FOR EACH ELEVATOR DISCONNECT.
3. CONTRACTOR SHALL SUPPLY METER ENCLOSURE AND SOCKET. PROVIDE NET METERING FOR GRID . CONNECTION OF PV SYSTEM.
4. CONTRACTOR SHALL PROVIDE CONDUIT W/PULLWIRE FROM UTILITY TRANFORMER TO UTILITY METER. PROVIDE CONDUIT AND WIRE FROM METER TO SERVICE PANEL.
5. CONTRACTOR SHALL PROVIDE CONDUIT W/PULLWIRE FROM UTILITY TRANSFORMER TO UTILITY CONNECTION POINT.
6. PROVIDE A SHUNT TRIP MAIN CIRCUIT BREAKER IN PANEL PF CONNECTED TO THE EMERGENCY FUEL SHUTDOWN PUSHBUTTON.
7. EXTEND CONDUIT AND WIRE TO CNG FACILITY MAIN DISTRIBUTION PANELBOARD.
8. SEE SHEET E141 FOR MORE INFORMATION.
9. PROVIDE A UTILITY POWER LOSS SIGNAL TO INVERTERS TO DISCONNECT PV FROM SYSTEM DURING POWER OUTAGE.
10. SEE SHEET E2.25 FOR INVERTER LOCATIONS. SEE SHEET A2.30 FOR PV PANEL LOCATIONS.

ONE LINE CONDUIT AND CABLE SCHEDULE

FEEDER NUMBER	NUMBER OF SETS	GROUND CONDUCTOR SIZE	PHASE CONDUCTOR SIZE	NEUTRAL CONDUCTOR SIZE	CONDUIT SIZE	REMARKS
1	3	1 #2/0	3#500KCMIL	1#500KCMIL	5"	X
2	2	-	-	-	4"	X
3	1	1 #1/0	3#500KCMIL	1#500KCMIL	4"	X
4	1	1#2	3#4/0	1#4/0	2 1/2"	X
5	1	1#4	3#4/0	1#4/0	2 1/2"	X
6	1	1#6	3#2	1#2	1 1/4"	X
7	1	1#6	3#2		1 1/4"	X
8	1	1#10	3#6		3/4"	X
9	1	1#10	3#6		3/4"	X
10	1	1#10	3#6	1#6	1 1/4"	X
11	1	1#12	2#10	1#10	3/4"	X
12						
13	1	1#1/0	3#600KCMIL	1#600KCMIL	4"	X
14	1	1#12	3#12	1#12	3/4"	X

TRANSFORMER SCHEDULE

TRANSFORMER	SIZE	VOLTAGE
TP1	75 KVA	480 | 120/208V
TP2	30 KVA	480 | 120/208V
TP3	30 KVA	480 | 120/208V
TEP1	30 KVA	480 | 120/208V
TEP2	30 KVA	480 | 120/208V
TPF	45 KVA	480 | 120/208V
TPW	30 KVA	480 | 120/208V

CONSTRUCTION CHANGE TABLE

NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER JOHN D. COAD JR. M 22566 EXP. 12-31-15 MECHANICAL STATE OF CALIFORNIA

DESIGNED BY:	JRH	DATE 11/13
DRAWN BY:	KJ	11/13
CHECKED BY:	JRH	11/13
APPROVED BY:	DPL	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

ELECTRICAL ONE LINE DIAGRAM

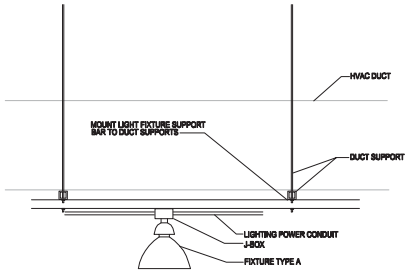
SCALE: AS SHOWN
CONTRACT NO.: CIP 1049600
DRAWING NO.: E1.40
SHEET NO.: 293

File Name:
Plot Date/Time:

LIGHT FIXTURE SCHEDULE

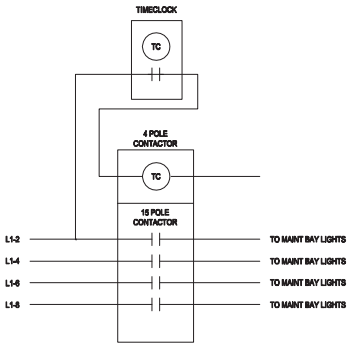
MARK	MANUFACTURER	MODEL	LAMPS				MOUNTING		ALTERNATE MANUFACTURERS	REMARKS
			NO.	WATTS	TYPE	VOLTS	LOCATION	TYPE		
A	NEPTUNE	25-200-PC-UNV-850	1	200	INDUCTION	277	CEILING	SUSPENDED	COLUMBIA	PENDANT
C	LITHONIA	2SP8G 232 A12125 MVOLT GEB10IS	2	32	F32/T8	277	CEILING	RECESSED		GRID TROFFER
CE	LITHONIA	2SP8G 232 A12125 MVOLT GEB10IS EL14	2	32	F32/T8	277	CEILING	RECESSED		GRID TROFFER
D	LITHONIA	2SP8G 332 A12125 MVOLT GEB10IS	3	32	F32/T8	277	CEILING	RECESSED		GRID TROFFER
F	LITHONIA	SB 232 MVOLT GEB10IS	2	32	F32/T8	277	CEILING	SURFACE	WILLIAMS	
G	LITHONIA	FHF 454L	4	54	T5HO	277	CEILING	SURFACE	COLUMBIA	WATERPROOF
GE	LITHONIA	FHF 454L EL14DW	4	54	T5HO	277	CEILING	SURFACE	COLUMBIA	WATERPROOF
G2	LITHONIA	EIS 2 54T5HO 277 GEB10PS80	2	54	T5HO	277	WALL	SURFACE	COLUMBIA	WATERPROOF
H	LITHONIA	WC 232 MVOLT	2	32	F32/T8	277	WALL	SURFACE	WILLIAMS	
J	LITHONIA	LF8N 1/32 F88SW MVOLT	1	32	TRT/CFL	277	CEILING	RECESSED		
K	LITHONIA	PV 232 MVOLT	2	32	F32T8	277	CEILING	SURFACE/SUSPENDED		
L	LITHONIA	VRA 32TRT MVOLT	1	32	TRT/CFL	277	CEILING	SURFACE		WATERPROOF
M	LITHONIA	DMW 2 54T5HO MVOLT GEB10IS	2	54	T5HO	277	CEILING	SURFACE	COLUMBIA	WATERPROOF
N	FSC	LCI-200-UNV	1	200	INDUCTION	277	CEILING	SURFACE		WATERPROOF CANOPY FIXTURE
S	LITHONIA	WSR 2/32TRT MD 277 DC12	2	32	TRT/CFL	277	WALL	SURFACE	COLUMBIA	EXTERIOR EGRESS LIGHT
T	LITHONIA	LGHZ 70M SRW 277	1	70	METAL HALIDE	277	CEILING	RECESSED		EXTERIOR SOFFIT LIGHT
W	FSC	WPI-120-UNV	1	120	INDUCTION	277	WALL	SURFACE		WALLPACK
X	McPHILBEN	ER55L1-R	1	3	LED TUBE	277	CEILING	SUSPENDED	LITHONIA, DUAL-LITE	

BASIS OF DESIGN: PROVIDE PRODUCT MATCHING THE MANUFACTURERS AND PART NUMBER SHOWN ON THE LIGHT FIXTURE SCHEDULE OR APPROVED EQUAL. PRODUCT SUBMITTED AS EQUAL SHALL BE APPROVED ONLY IF IDENTICAL IN APPEARANCE, SALIENT RATINGS, FEATURES AND ACCESSORIES, AND IS OF EQUAL OR BETTER QUALITY.

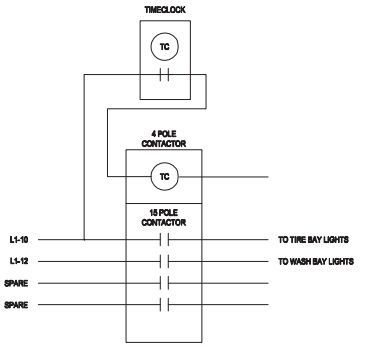


FIXTURE TYPE A MOUNTING DETAIL

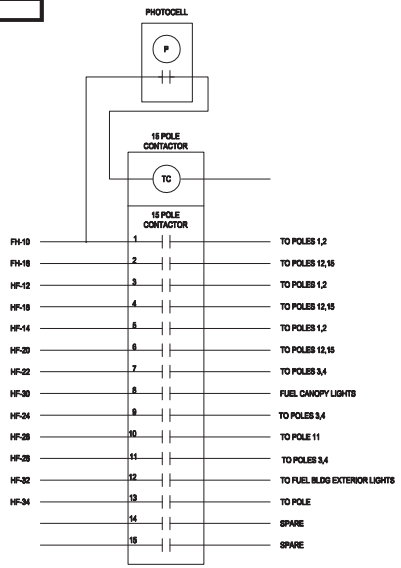
NO SCALE



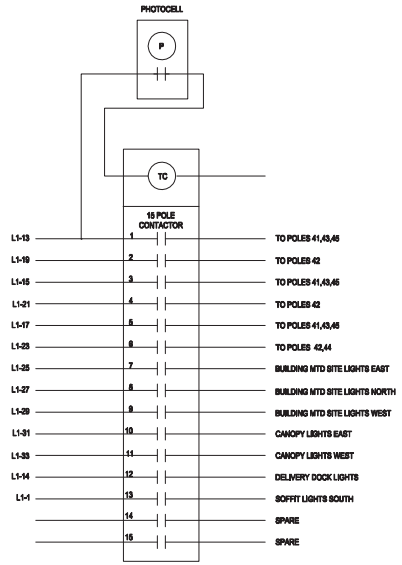
MAINTENANCE BAY LIGHTING CONTROLLER LC-3



TIRE/WASH BAY LIGHTING CONTROLLER LC-7



EXTERIOR LIGHTING CONTROLLER LC-2
FUEL BLDG



EXTERIOR LIGHTING CONTROLLER LC-1
MAINTENANCE BLDG

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER JOHN D. COAD JR M 22566 EXP 12-31-15 MECHANICAL STATE OF CALIFORNIA 8-8-14

		DATE
DESIGNED BY:	JRH	11/13
DRAWN BY:	KJ	11/13
CHECKED BY:	JRH	11/13
APPROVED BY:	DPL	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

LIGHT FIXTURE SCHEDULE

SCALE	AS SHOWN	
CONTRACT NO.	CIP 1049600	
DRAWING NO.	E1.41	SHEET NO. 294

File Name:
Plot Date/Time:

Branch Panel: EP2

Location: Space 274
Supply From: TEP2
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 10000
Mains Type: MCB
Mains Rating: 60 A
MCB Rating: 100 A

Notes:

CKT	Circuit Description	Trip	Number of Poles	Wire Size	A	B	C	A	B	C	Wire Size	Number of Poles	Trip	Circuit Description	CKT
1	RECEPTACLES - RM 112	20 A	1	#12	360 VA			0 VA			--	--	--	Space	2
3	RECEPTACLES - RM 112	20 A	1	#12		360 VA			360 VA		#12	1	20 A	RECEPTACLES - RM 227	4
5	RECEPTACLES - RM 112	20 A	1	#12			360 VA			0 VA	--	--	--	Space	6
7	RECEPTACLES - RM 112	20 A	1	#12	360 VA			360 VA			#12	1	20 A	RECEPTACLES - RM 227A	8
9	RECEPTACLES - RM 112	20 A	1	#12		540 VA			0 VA		--	--	--	Space	10
11	RECEPTACLES - RM 112	20 A	1	#12			360 VA			500 VA	#12	1	20 A	FIRE ALARM CONTROL PANEL-RM 207	12
13	RECEPTACLES - RM 111	20 A	1	#12	720 VA			500 VA			#12	2	20 A	GAS DETECTION SYSTEM - RM 143	14
15	RECEPTACLES - RMS 112,113 & 114	20 A	1	#12		540 VA			500 VA		--	--	--	--	16
17	SERVER RACK - RM 207	30 A	1	#10			1500			180 VA	#12	1	20 A	RECEPTACLE - RM 207	18
19	SPARE	20 A	1					900 VA			#12	1	20 A	RECEPTACLE - RM 207	20
21	SERVER RACK - RM 207	30 A	1	#10		1200			3600...		#12	2	20 A	CU-3A (ON ROOF)	22
23	SPARE	20 A	1							3600...	--	--	--	--	24
25	WATER HEATER - RM 205	20 A	1		200			3600...			#12	2	20 A	CU-3B (ON ROOF)	26
27	SERVER RACK - RM 207	30 A	1	#10		1200			3600...		--	--	--	--	28
29	SPARE	20 A	1							247 VA	#12	1	20 A	ELEVATOR SHAFT LIGHTING AND...	30
31	SERVER RACK - RM 207	30 A	1	#10	1200			500 VA			#12	1	20 A	FIRE ALARM, SECURITY POWER SUP	32
33	SPARE	20 A	1						500 VA		#12	1	20 A	FIRE ALARM, SECURITY POWER SUP	34
35	SERVER ROOM ACU - 3A - RM 207	20 A	2				208 VA			500 VA	#12	1	20 A	SECURITY, PA POWER SUP	36
37	--	--	--	--	208 VA			500 VA			#12	1	20 A	SECURITY, PA POWER SUP	38
39	SERVER ROOM ACU - 3B - RM 207	20 A	2			208 VA									40
41	--	--	--	--			208 VA								42
				Total Load:	7008 VA			9708 VA			5663 VA				
				Total Amps:	60 A			83 A			47 A				

Legend:

Branch Panel: EP1

Location: CORR 143
Supply From: TEP1
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 10000
Mains Type: MCB SHUNT TRIP
Mains Rating: 100 A
MCB Rating: 225 A

Notes:

CKT	Circuit Description	Trip	Number of Poles	Wire Size	A	B	C	A	B	C	Wire Size	Number of Poles	Trip	Circuit Description	CKT
1	RECEPTACLES - RM 117	20 A	1	1-#12,...	720 VA			1200...			1-#12,...	1	20 A	REFRIGERATOR - RM 110	2
3	RECEPTACLE - RM 117	20 A	1	1-#12,...		180 VA				360 VA	1-#12,...	1	20 A	RECEPTACLES GFCI - RM 110	4
5	RECEPTACLES - RM 125	20 A	1	1-#12,...			540 VA			540 VA	1-#12,...	1	20 A	RECEPTACLES - RMS 134 AND 133	6
7	RECEPTACLES - RM 125	20 A	1	1-#12,...	540 VA			1440...			1-#12,...	1	20 A	RECEPTACLES - RM 130	8
9	RECEPTACLES - RM 126	20 A	1	1-#12,...		540 VA				900 VA	2-#12,...	2	20 A	OVERHEAD DOOR - RM 138	10
11	RECEPTACLES - RM 128	20 A	1	1-#12,...			720 VA			900 VA	--	--	--	--	12
13	DROP CORD 8190 - RM 138	20 A	1	1-#12,...	360 VA			900 VA			2-#10,...	2	20 A	OVERHEAD DOOR - RM 144	14
15	DROP CORD 8190 - RM 139	20 A	1	1-#12,...		360 VA				900 VA	--	--	--	--	16
17	DROP CORD 8190 - RM 150	20 A	1	1-#12,...			360 VA			1000	2-#12,...	2	20 A	VEHICLE GATES EAST	18
19	TIRE DEMOUNTER 2495- RM 149	20 A	2	2-#8, 1-#...	1380...			1000			--	--	--	--	20
21	--	--	--	--		1380...				900 VA	2-#8, 1-#...	2	20 A	OVERHEAD DOOR - RM 117	22
23	WHEEL BALANCER 4912 - RM 149	20 A	2	2-#12,...			900			900 VA	--	--	--	--	24
25	--	--	--	--	900			360 VA			1-#12,...	1	20 A	RECEPTACLES - RM 117A	26
27	MICROWAVE - RM 110	20 A	1	1-#12,...		180 VA				720 VA	1-#12,...	1	20 A	RECEPTACLES - RM 118	28
29	GARBAGE DISPOSAL - RM 110	20 A	1	1-#12,...			860 VA			1080	1-#12,...	1	20 A	CCTV CAMERAS SITE EAST	30
31	Space	--	--	--	0 VA						--				32
33	RECEPTACLE EXTERIOR - RM 120	20 A	1	1-#12,...		180 VA				0 VA	1-#12,...	1	20 A	DOOR LOCKS - RM 117	34
35	HOSE REELS FLAT BAY STANDARD...	20 A	1	1-#12,...			800 VA			1600...	1-#8, 1-#...	1	20 A	DROP CORD - RM 146	36
37	HOSE REELS - RMS 139,143	20 A	1	1-#12,...	800 VA			1600...			1-#8, 1-#...	1	20 A	DROP CORD - RM 145	38
39										500 VA	2-#12,...	2	20 A	Power	40
41										500 VA	--	--	--	--	42
				Total Load:	9890 VA			7100 VA			8310 VA				
				Total Amps:	84 A			59 A			71 A				

NOTE: MCB SHUNT TRIP OPENS ON GAS DETECTION LEVEL 2 ALARM

File Name:

Plot Date/Time:

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER — JOHN D. COAD JR — M 22566 — EXP. 12-31-15 — MECHANICAL — STATE OF CALIFORNIA

		DATE
DESIGNED BY:	JRH	11/13
DRAWN BY:	KJ	11/13
CHECKED BY:	JRH	11/13
APPROVED BY:	DPL	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

PANELBOARD SCHEDULES

SCALE: AS SHOWN
CONTRACT NO.: CIP 1049600
DRAWING NO.: E1.44
SHEET NO.: 297

Branch Panel: H1

Location: CORR 143
Supply From: MDS
Mounting: Surface
Enclosure: Type 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 25000
Mains Type: MCB SHUNT TRIP
Mains Rating: 225 A
MCB Rating: 225 MCB

Notes:

CKT	Circuit Description	Trip	Number of Poles	Wire Size	A	B	C	A	B	C	Wire Size	Number of Poles	Trip	Circuit Description	CKT
1	LIFT CONTROL - EQ. # 5665 - RM 141	40 A	3	#10	5817			7480			#8	3	50 A	PRESSURE WASHER - EQ. #3720 - RM...	2
3	--	--	--	--		5817			7480		--	--	--	--	4
5	--	--	--	--			5817			7480	--	--	--	--	6
7	PORTABLE LIFT BAY ARTIC 1 - RM138	80 A	3	#6	11080			15935...			#2	3	100	TP1	8
9	--	--	--	--		11080			18200...		--	--	--	--	10
11	--	--	--	--			11080			16680...	--	--	--	--	12
13	LIFT CONTROL - EQ. #5645 - RM 145	30 A	3	#12	3878...			665			#12	3	20 A	DRILL PRESS - EQ. #2215 - RM 137	14
15	--	--	--	--		3878...			665		--	--	--	--	16
17	--	--	--	--			3878...			665	--	--	--	--	18
19	LIFT CONTROL - EQ. # 5707A - RM 152	40 A	3	#10	5817...			3047...			#12	3	20 A	PRESS- EQ. #2532 - RM 137	20
21	--					5817...			3047...		--	--	--	--	22
23	--						5817...			3047...	--	--	--	--	24
25	BUFFER/GRINDER - EQ. #2080 - RM 137	20 A	3	#12	600			2280...			#12	3	20 A	HOSE REELS - RMS 139, 140	26
27		--	--	--		600			2280...		--	--	--	--	28
29		--		--			600			2280...	--	--	--	--	30
31	LIFT CONTROL - EQ. # 5666 - RM 150	40 A	3	#10	5817									SPACE	32
33		--	--	--		5817								SPACE	34
35		--	--	--			5817							SPACE	36
37	WASHER - EQ. #3785 - RM 148	60 A	3	#6	13200...			1140...			#12	3	20 A	HOSE REELS - RMS 144, 145	38
39	--	--	--	--		13200...			1140...		--	--	--	--	40
41	--	--	--	--			13200...			1140...	--	--	--	--	42
43	LIFT CONTROL - EQ. #5645 - RM 144	30 A	3	#10	3878...									SPACE	44
45	--	--	--	--		3878...								SPACE	46
47	--	--	--	--			3878...							SPACE	48
49	DUST COLLECTOR - EQ. #3080 - RM 137	15 A	3	#12	460			10800...			#6	2	50 A	WELDER - EQ. #2900 - RM 137	50
51	--	--	--	--		460			10800...		--	--	--	--	52
53	--	--	--	--			460			3435...	#10	2	50 A	WELDER - EQ. #2925 - RM 137	54
55	SPARE	20 A	3	--	--			3435...			--	--	--	--	56
57	--	--	--	--		--								SPACE	58
59	--	--	--	--			--							SPACE	60
				Total Load:	69360 VA			68190 VA			59305 VA				
				Total Amps:	255 A			251 A			214 A				

NOTE: MCB SHUNT TRIP OPENS ON GAS DETECTION LEVEL 2 ALARM

Branch Panel: P1

Location: CORR 143
Supply From: PANEL H1 VIA TP1
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 10000
Mains Type: MLO
Mains Rating: 225 A
MCB Rating: 225 A

Notes:

CKT	Circuit Description	Trip	Number of Poles	Wire Size	A	B	C	A	B	C	Wire Size	Number of Poles	Trip	Circuit Description	CKT
1	HOSE REELS - EQ. #3305 - RM144 & 145	20 A	1	#12	0 VA			180			#12	1	20 A	VENDING - RM 133	2
3	VENDING - RM 133	20 A	1	#12		180			540		#12	1	20 A	RECEPTALES - RMS 120,121& 122	4
5	RECEPTACLES - RM 117	20 A	1	#12			360			720	#12	1	20 A	RECEPTACLES - RM 118	6
7	RECEPTACLES - RM 142	20 A	1	#12	540										8
9	RECEPTACLES - RMS 150	20 A	1	#12		540			500		#12	1	20 A	LIFT CONTROLS - EQ. #5665 - RM 141	10
11	RECEPTACLES - RM 118	20 A	1	#12			360			300	#12	1	20 A	LIFT LIGHTS - EQ. # 5665 - RM 141	12
13								360			#12	1	20 A	DROP CORD - RM 138	14
15	HOSE REELS - EQ 3305 - RMS 140, 148	20 A	1	#12		0 VA									16
17										1600...	#12	1	20 A	DROP CORD - RM 147	18
19								360			#12	1	20 A	RECEPTACLES - RM 117	20
21	DROP CORD - RM 143	20 A	1	#12		360			360		#12	1	20 A	DROP CORD- RM 140	22
23	DROP CORD - RM 144	20 A	1	#12			360			360	#12	1	20 A	DROP CORD - RM 141	24
25	RECEPTACLES - RM 146	20 A	1	#12	720 VA			720			#12	1	20 A	RECEPTACLES - RM 144	26
27	RECEPTACLES - RM 147	20 A	1	#12		720 VA			720		#12	1	20 A	RECEPTACLES - RM 144	28
29	RECEPTACLES - RMS 109, 125& 127	20 A	1	#12			720 VA			720	#12	1	20 A	RECEPTACLES - RM 145	30
31	RECEPTACLES - RM 139	20 A	1	#12	720			360 VA			#12	1	20 A	RECEPTACLES - RM 119	32
33	RECEPTACLES - RM 140	20 A	1	#12		720			1080...		#12	1	20 A	RECEPTACLES - RM 130	34
35	RECEPTACLES - RM 141	20 A	1	#12			720			720 VA	#12	1	20 A	RECEPTACLES - RM 138	36
37	RECEPTACLES - RM 117	20 A	1	#12	720			540			#12	1	20 A	RECEPTACLES - BAY AREA EAST	38
39	RECEPTACLES - RM 132	20 A	1	#12		900			720		#12	1	20 A	RECEPTACLES - BAY AREA WEST	40
41	RECEPTACLES - RMS 109, 124, 129 &...	20 A	1	#12			900			720	#12	1	20 A	RECEPTACLES - RMS 152, 151 &...	42
43	RECEPTACLES - RM 143, 153	20 A	1	#12	1080...			900			#12	2	20 A	OVERHEAD DOOR - RM 147	44
45	RECEPTACLES - RM 137	20 A	1	#12		720			900			--	--	--	46
47	RECEPTACLES - RM 153	20 A	1	#12			720			900	#12	2	20 A	OVERHEAD DOOR - RM 146	48
49	FUME EXTRACTOR - EQ. #3201 - RM...	20 A	1	#12	895			900				--	--	--	50
51	RECEPTACLES - RMS 143, 145, 146 &...	20 A	1	#12		720			900		#12	2	20 A	OVERHEAD DOOR - RM 145	52
53	RECEPTACLES - RMS 139, 140, 141&...	20 A	1	#12			720			900		--	--	--	54
55	GARBAGE DISPOSAL - RM 132	20 A	1	#12	860			900			#12	2	20 A	OVERHEAD DOOR - RM 139	56
57	REFRIGERATOR - RM 132	20 A	1	#12		1200			900			--	--	--	58
59	MICROWAVE - RM 132	20 A	1	#12			180			900	#12	2	20 A	OVERHEAD DOOR - RM 140	60
61	RECEPTACLES - RM 150 SOUTH	20 A	1	#12	540			900				--	--	--	62
63	RECEPTACLES - RM 149 SOUTH	20 A	1	#12		540			900		#12	2	20 A	OVERHEAD DOOR - RM 141	64
65	RECEPTACLES - EXTERIOR EAST	20 A	1	#12			540			900		--	--	--	66
67	RECEPTACLES - RMS 149 & 150 NORTH	20 A	1	#12	540			900			#12	2	20 A	OVERHEAD DOOR - RM 150	68
69	RECEPTACLES - EXTERIOR EAST	20 A	1	#12		720			900			--	--	--	70
71	RECEPTACLES - EXTERIOR WEST	20 A	1	#12			720			1500...	#12	2	30 A	RECEPTACLE - TWIST LOCK - RM 119	72
73	LIFT CONTROLS #5707A - RM 152	20 A	1	#12	500			1500...				--	--	--	74
75	LIFT LIGHTS - EQ. #5707A - RM 152	20 A	1	#12		300			360 VA		#12	1	20 A	RECEPTALCES - RM 119	76
77	LIFT CONTROLS - EQ 5645 - RM 145	20 A	1	#12			500			0 VA	#12	3	100 A	PANEL P4	78
79	LIFT LIGHTING - EQ #5645 - RM 145	20 A	1	#12	300			0				--	--	--	80
81	VENDING - RM 133	20 A	1	#12		1800...			0			--	--	--	82
83															84
				Total Load:	15935 VA			18200 VA			16680 VA				
				Total Amps:	133 A			153 A			140 A				

Legend:

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER — JOHN D. COAD JR — M 22566 — EXP. 12-31-15 — MECHANICAL — STATE OF CALIFORNIA — 8-8-14

DESIGNED BY:	JRH	11/13
DRAWN BY:	KJ	11/13
CHECKED BY:	JRH	11/13
APPROVED BY:	DPL	11/13

SANDAG — San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

PANELBOARD SCHEDULES

SCALE: AS SHOWN
CONTRACT NO.: CIP 1049600
DRAWING NO.: E1.45
SHEET NO.: 298

File Name:
Plot Date/Time:

Branch Panel: L1

Location: Space 134
Supply From: EDB
Mounting: Surface
Enclosure: Type 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 25,000
Mains Type: MLO
Mains Rating: 100
MCB Rating: 100 MLO

Notes:

CKT	Circuit Description	Trip	Poles	Wire Size	A	B	C	A	B	C	Wire Size	Poles	Trip	Circuit Description	CKT
1	LIGHTING EXTERIOR SOFFIT SOUTH	20 A	1	1-#12,...	480			2000...			1-#12,...	1	20 A	Other	2
3	LIGHTING - LEVEL 1 AREA B	20 A	1	1-#10,...		1597...			2600...		1-#12,...	1	20 A	Other	4
5	LIGHTING - LEVEL 1 AREA B	20 A	1	1-#12,...			563			2200...	1-#12,...	1	20 A	LIGHTING - MAINT BAY	6
7								3200...			1-#12,...	1	20 A	LIGHTING - MAINT BAY	8
9									2200...		1-#12,...	1	20 A	LIGHTING RMS 150 & 151	10
11	LIGHTING RM 207	20 A	1	1-#12,...			196			832	1-#12,...	1	20 A	LIGHTING - RM 151 & 152	12
13	PARKING LOT EAST LIGHTING	20 A	1	1-#12,...	1000										14
15	PARKING LOT EAST LIGHTING	20 A	1	1-#12,...		1000									16
17	PARKING LOT EAST LIGHTING	20 A	1	1-#12,...			1000								18
19	PARKING LOT EAST LIGHTING	20 A	1	1-#12,...	2000										20
21	PARKING LOT EAST LIGHTING	20 A	1	1-#12,...		2000									22
23	PARKING LOT EAST LIGHTING	20 A	1	1-#12,...			2000								24
25	LIGHTING - EXTERIOR - EAST	20 A	1	1-#10,...	2000...			2280...			3-#12,...	3	20 A	HOSE REELS - RM 138,139	26
27	LIGHTING - EXERIOR - NORTH	20 A	1	1-#12,...		1250...			2280...		--	--	--	--	28
29	LIGHTING - EXTERIOR - WEST	20 A	1	1-#12,...			1250...			2280...	--	--	--	--	30
31	LIGHTING - EXTEROR - EAST	20 A	1	1-#12,...	1000...			2280...			3-#12,...	3	20 A	HOSE REELS - RMS 146, 147	32
33	LIGHTING CANOPY - WEST	20 A	1	1-#12,...		800			2280...		--	--	--	--	34
35										2280...	--	--	--	--	36
37															38
39															40
41															42
				Total Load:	15760 VA		16007 VA		12405 VA						
				Total Amps:	59 A		60 A		45 A						

Legend:

Branch Panel: EH2

Location: Space 134
Supply From: MDS
Mounting: Surface
Enclosure: Type 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 25,000
Mains Type: MCB
Mains Rating: 225 A
MCB Rating: 125 A

Notes:

CKT	Circuit Description	Trip	Poles	Wire Size	A	B	C	A	B	C	Wire Size	Poles	Trip	Circuit Description	CKT
1	EXHAUST FAN - EF-1	20 A	3	3-#12,...	2150...			2150...			3-#12,...	3	20 A	EXHAUST FAN - EF-2	2
3	--	--	--	--		2150...			2150...		--	--	--	--	4
5	--	--	--	--			2150...			2150...	--	--	--	--	6
7	EXHAUST FAN - EF-3	20 A	3	3-#12,...	2150...			2150...			3-#12,...	3	20 A	EXHAUST FAN - EF-4	8
9	--	--	--	--		2150...			2150...		--	--	--	--	10
11	--	--	--	--			2150...			2150...	--	--	--	--	12
13	EXHAUST FAN - EF-5	20 A	3	3-#12,...	2150...			2150...			3-#12,...	3	20 A	EXHAUST FAN - EF-6	14
15	--	--	--	--		2150...			2150...		--	--	--	--	16
17	--	--	--	--			2150...			2150...	--	--	--	--	18
19	EXHAUST FAN - EF-7	20 A	3	3-#12,...	2150...			2150...			3-#12,...	3	20 A	EXHAUST FAN - EF-8	20
21	--	--	--	--		2150...			2150...		--	--	--	--	22
23	--	--	--	--			2150...			2150...	--	--	--	--	24
25	EXHAUST FAN - EF-9	20 A	3	3-#12,...	2150...			2150...			3-#12,...	3	20 A	EXHAUST FAN - EF-10	26
27	--	--	--	--		2150...			2150...		--	--	--	--	28
29	--	--	--	--			2150...			2150...	--	--	--	--	30
31	EXHAUST FAN - EF-11	20 A	3	3-#12,...	2150...			917 VA			#12	1	20 A	EMERGENCY LIGHTS - FIRST FLOOR	32
33	--	--	--	--		2150...			643 VA		#12	1	20 A	EMERGENCY LIGHTS - SECOND FLOOR	34
35	--	--	--	--			2150...			2583...	#12	1	20 A	EMERGENCY LIGHTS - MAINT AREA	36
37	EXHAUST FAN EF-12	20 A	3	3-#12,...	2150...										38
39	--	--	--	--		2150...									40
41	--	--	--	--			2150...								42
				Total Load:	26717 VA		26443 VA		28383 VA						
				Total Amps:	97 A		95 A		103 A						

Legend:

Branch Panel: P4

Location: CORR 143
Supply From: P1
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type: MLO
Mains Rating: 225 A
MCB Rating: 225 A

Notes:

CKT	Circuit Description	Trip	Poles	Wire Size	A	B	C	A	B	C	Wire Size	Poles	Trip	Circuit Description	CKT
1	SPACE	--	--	--	0 VA						--	--	--	SPACE	2
3	SPACE	--	--	--		0 VA					--	--	--	SPACE	4
5	SPACE	--	--	--			0 VA				--	--	--	SPACE	6
7	SPACE	--	--	--				0 VA			--	--	--	SPACE	8
9	SPACE	--	--	--					0 VA		--	--	--	SPACE	10
11	SPACE	--	--	--						0 VA	--	--	--	SPACE	12
13	SPACE	--	--	--				0 VA			--	--	--	SPACE	14
15	SPACE	--	--	--					0 VA		--	--	--	SPACE	16
17	SPACE	--	--	--						0 VA	--	--	--	SPACE	18
19	SPACE	--	--	--				0 VA			--	--	--	SPACE	20
21	SPACE	--	--	--					0 VA		--	--	--	SPACE	22
23	SPACE	--	--	--						0 VA	--	--	--	SPACE	24
25	SPACE	--	--	--				0 VA			--	--	--	SPACE	26
27	SPACE	--	--	--					0 VA		--	--	--	SPACE	28
29	SPACE	--	--	--						0 VA	--	--	--	SPACE	30
31	SPACE	--	--	--				0 VA			--	--	--	SPACE	32
33	SPACE	--	--	--					0 VA		--	--	--	SPACE	34
35	SPACE	--	--	--						0 VA	--	--	--	SPACE	36
37	SPACE	--	--	--				0 VA			--	--	--	SPACE	38
39	SPACE	--	--	--					0 VA		--	--	--	SPACE	40
41	SPACE	--	--	--						0 VA	--	--	--	SPACE	42
				Total Load:	0 VA		0 VA		0 VA						
				Total Amps:	0 A		0 A		0 A						

Legend:

File Name:

Plot Date/Time:

CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER — JOHN D. COAD, JR. — M 22566 — EXP. 12-31-15 — MECHANICAL — STATE OF CALIFORNIA

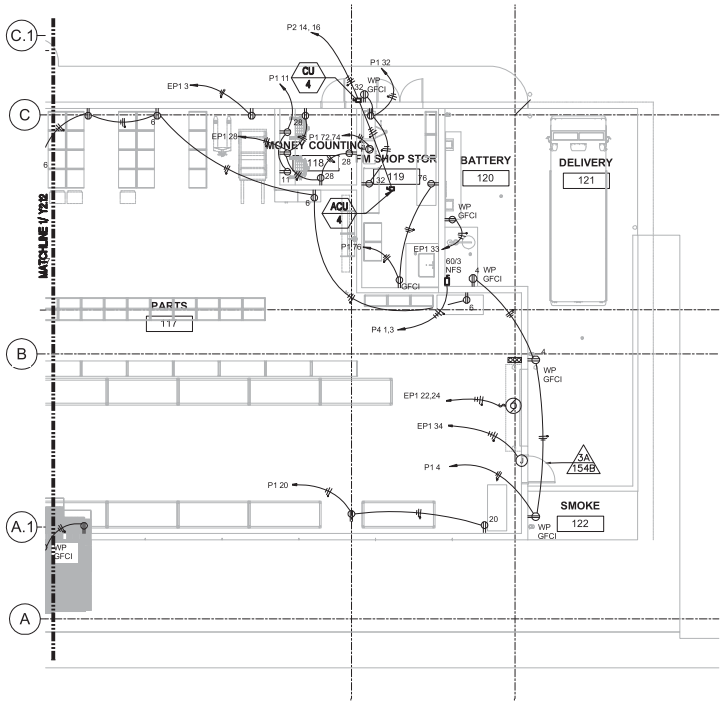
DESIGNED BY:	JRH	11/13
DRAWN BY:	KJ	11/13
CHECKED BY:	JRH	11/13
APPROVED BY:	DPL	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

PANELBOARD SCHEDULES

SCALE: AS SHOWN
CONTRACT NO.: CIP 1049600
DRAWING NO.: E1.46
SHEET NO.: 299



1 MAINTENANCE BUILDING GROUND FLOOR PLAN - AREA C

SCALE: 1/16"= 1'-0"

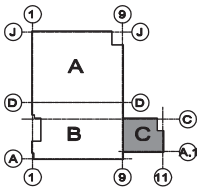
4 0 4 8 12 16 20

SHEET NOTES

1. CABLING FROM TELECOM OUTLETS SHOWN ON THIS SHEET SHALL BE ROUTED TO TELECOM ROOM 207. REFER TO SHEET Y2.20 FOR LOCATION.

KEYNOTES

1. MOUNT 18'=0" ABOVER GRADE.
2.



CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER JOHN D. COAD JR M 22566 EXP 12-31-15 MECHANICAL STATE OF CALIFORNIA

		DATE
DESIGNED BY:	JRH	11/13
DRAWN BY:	KJ	11/13
CHECKED BY:	JRH	11/13
APPROVED BY:	DPL	11/13

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

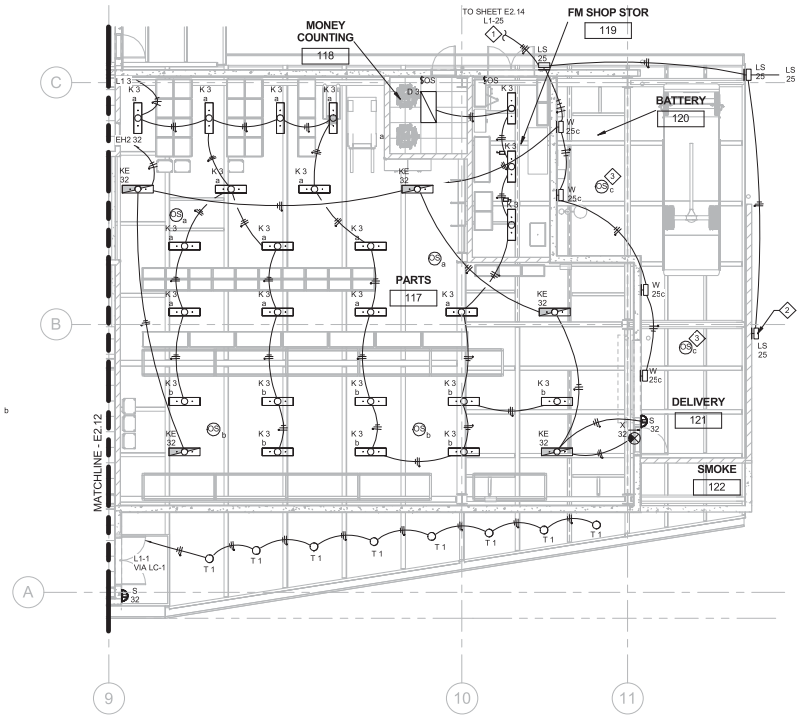
GROUND LEVEL POWER
AREA C MAINTENANCE BUILDING

SCALE	
AS SHOWN	
CONTRACT NO.	
CIP 1049600	
DRAWING NO.	SHEET NO.
E2.04	304

File Name:
Plot Date/Time:

ORIGINAL DRAWING IS 22 x 34 DO NOT SCALE CONTENTS OF THIS DRAWING

Plot Date/Time: 7/31/2014 1:46:47 PM File Name: C:\Users\winebaugh\Documents\ECBMF_Central_Elec_Winebaugh.rvt



1 E2.13 GROUND FLOOR AREA C – LIGHITNG

SCALE: 1/8" = 1'-0"

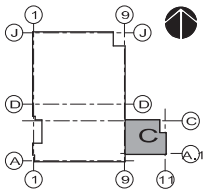
0 2' 4' 8' 16'

SHEET NOTES

1. SEE SHEET E0.00 FOR SYMBOLS AND ABBREVIATIONS.
2. SEE SHEET E1.41 FOR LIGHT FIXTURE SCHEDULE.

KEYNOTES

1. SEE SHEET E1.41 FOR SITE LIGHTING CONTROL DIAGRAM.
2. SITE LIGHTING FIXTURE. REFER TO SHEETS C-52 TO C-55 FOR ADDITIONAL INFORMATION.
3. DELIVERY AND BATTERY AREA SHALL TUN ON BY LC-1 OR BY AREA OCCUPANCY SENSOR.



CONSTRUCTION CHANGE TABLE			
NO.	DATE	EFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
NONE	08/08/14	CONFORMED DRAWINGS	

PARSONS BRINCKERHOFF

REGISTERED PROFESSIONAL ENGINEER JOHN D. COOK M 42566 EXP 12-31-15 MECHANICAL STATE OF CALIFORNIA 8-6-14

DESIGNED BY:	JRH	DATE 01/28
DRAWN BY:	KJ	01/28
CHECKED BY:	JRH	01/28
APPROVED BY:	DPL	01/28

SANDAG
San Diego's Regional Planning Agency

EAST COUNTY BUS MAINTENANCE FACILITY IMPROVEMENTS

GROUND LEVEL LIGHTING AREA C

SCALE: 1/8" = 1'-0"

CONTRACT NO. CIP 1049600

DRAWING NO. E2.13 | SHEET NO. 311

88

PWB414.0-25 ECBMF BATTERY STORAGE PROJECT

EXHIBIT C

Bid Price Form

East County Bus Maintenance Facility (“ECBMF”) Battery Storage Shelter Project (PWB414.0-25)

Item Num	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
1	Mobilization / Demobilization	LS	1	$3,585.00	$3,585.00
2	General Conditions	LS	1	$23,375.00	$23,375.00
3	Submittals	LS	1	$2,500.00	$2,500.00
4	Permitting	LS	1	$3,500.00	$3,500.00
5	Storage Building	LS	1	$79,356.00	$79,356.00
6	Air Conditioner	LS	1	$7,000.00	$7,000.00
7	H2 Gas Detection System	LS	1	$4,200.00	$4,200.00
8	Electrical Tie-In / Startup	LS	1	$19,500.00	$19,500.00
				Subtotal	$143,016.00
				Total	$143,016.00

EXHIBIT D

Forms

RETURN THIS FORM WITH YOUR BID

CONTACT INFORMATION

Company Information:

The Official, Legal Name of Bidding Firm: Fordyce Construction, Inc.

Doing Business As: Fordyce Construction, Inc.

Legal Structure (Corp./Partner/Proprietor): Corporation

Company Mailing Address: 9932 Prospect Avenue, Suite 138
Street

Santee | CA | 92071
City | State | Zip

Person Authorized to sign:

Point of Contact: Brian Fordyce

Title: President

E-Mail Address: admin@fordyceconstruction.com

Phone Number: (619)449-4272

Accounts Receivable

Point of Contact: Krista Fordyce

Title: Secretary

E-Mail Address: kfordyce@fordyceconstruction.com

Phone Number: (619)449-4272

Labor Compliance

Point of Contact: Krista Fordyce

Title: Secretary

E-Mail Address: kfordyce@fordyceconstruction.com

Phone Number: (619)449-4272

RETURN THIS FORM WITH YOUR BID

DESIGNATION OF SUBCONTRACTORS

Refer to Attachment 3 – Subcontractors.

Any time there is a change to a Subcontractor, Contractor shall resubmit this attachment.

Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each bidder shall specify each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Grand Total Basis of Award.

In addition, pursuant to Labor Code sections 1725.5 and 1771.1, each bidder shall specify the Department of Industrial Relations registration number of each subcontractor. No bid will be accepted, nor any contract entered into without proof of the subcontractors' current registration with the Department of Industrial Relations to perform public work.

As part of the submittal, Bidder to include copies of Prime and all subcontractors:

1. License copies or printouts from https://www.cslb.ca.gov/
2. Public Works & Prevailing Wage Contractor Registration from https://cadir.my.salesforce-sites.com/ContractorSearch.

Subcontractor							Any time there is a change to a Subcontractor resubmit this attachment. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.						
Company Name	Type of DBE	% of Work	DIR Number	Dollar Value	Description of Work	Point of Contact First Name	Point of Contact Last Name	Email	Phone Number	Street Address	City	State	Zip
No Subcontractors													

RETURN THIS FORM WITH YOUR BID

DBE PROGRAM – INFORMATION FOR MTS'S BID LIST

MTS is required by DOT DBE Regulations at 49 CFR Part 26 to collect data about DBE and non-DBE contractors and subcontractors who seek to work on MTS's projects. MTS provides this data to the Federal Transit Administration and 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.

1. What is your company's name? Fordyce Construction, Inc.
2. What is your company's full address? 9932 Prospect Ave. Ste. 138, Santee, CA 92071
3. List the NAICS code applicable to each scope of work seeking to perform in its bid/proposal 238110, 238350, 238390
4. Is your company a certified DBE, MBE, PDBE, WBE, DVBE, SB or LGBTBE? If yes, please check the applicable box and state the corresponding certification number.

☐	DBE	☐	DVBE
☐	MBE	☒	SB
☐	WBE	☐	LGBTBE
☐	PDBE		

5. What is the majority owner's race? Caucasian
   What is the majority owner's gender? Male
6. What year was your company established? 1990
7. 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 - $30,720,000*
☐	$30,720,000 - $50,000,000
☐	$50,000,001 - $100,000,000
☐	Greater than $100,000,000

8. *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 $30,720,000, 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 form if needed for additional subcontractors)

Print Name: _____

Title: _____

Signature: _____

Date: _____

PRIME CONTRACTOR

Print Name: Brian Fordyce

Title: President

Signature:

Date: 11/22/2024

RETURN THIS FORM WITH YOUR BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBLE AND VOLUNTARY EXCLUSIONS LOWER THAN TIER COVERED TRANSACTIONS

CONTRACTOR AND SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

*****(Bidder to provide one completed Form for the Prime Contractor and any Subcontractors)*****

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 will not result in a finding of a non-responsive bid. Submittal of this form for The Prime Contractor and all Subcontractors is required for a Bidder to be deemed "Responsible." MTS encourages Bidders to complete and submit all forms at the time of bid.

SUBCONTRACTOR (Copy this form if needed for additional subcontractors)		**PRIME CONTRACTOR**	
Business Name:		Business Name:	Fordyce Construction, Inc.
License No. (if applicable):		License No. (if applicable):	608529
DUNS No.:		DUNS No.:	009737219

ACKNOWLEDGED AND AGREED

Print Name:		Print Name:	Brian Fordyce
Title:		Title:	President
Signature:		Signature:	
Date:		Date:	11/22/2024

RETURN THIS FORM WITH YOUR BID

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH OFFER

(23 U.S.C. § 112(c) and California Public Contract Code § 7106)

The undersigned declares:

I am the President of Fordyce Construction, Inc., the party making the foregoing offer.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

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 11/22/2024 (date), at Santee (city), California (state).

ACKNOWLEDGED AND AGREED

Name of Contractor: Fordyce Construction, Inc.

Signature:

Date: 11/22/2024

RETURN THIS FORM WITH YOUR BID

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☒ The Fleet is subject to the requirements of the Regulation, **and the appropriate Certificate(s) of Reported Compliance have been attached hereto.**

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted, and a detailed reasoning is attached hereto.

Did you attach the appropriate Certificate(s) of Reported Compliance? Yes ◉ No ☐

Name of Bidder: Fordyce Construction, Inc.

Signature:

Name: Brian Fordyce

Title: President

Date: 11/22/2024

California Environmental Protection Agency

Air Resources Board

January 1, 2024

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

FORDYCE CONSTRUCTION

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

199337

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

RETURN THIS FORM WITH YOUR BID

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: Fordyce Construction, Inc.

Title: President

Signature:

Date: 11/22/2024

RETURN THIS FORM WITH YOUR BID

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 workplace, 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 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.

RETURN THIS FORM WITH YOUR BID

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 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: Fordyce Construction, Inc.

Print Name: Brian Fordyce

Title: President

Signature:

Date: 11/22/2024

RETURN THIS FORM WITH YOUR BID

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION FORM

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors that wish to bid on, be listed in a bid 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 bid will be accepted, nor any contract entered into without proof of the contractor's current registration with the Department of Industrial Relations to perform public work.

The Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and it, along with its subcontractors are currently registered as a contractor with the Department of Industrial Relations.

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder 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.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

PRIME CONTRACTOR

Business Name: Fordyce Construction, Inc.

DIR Registration No.: 1000003113

Print Name: Brian Fordyce

Title: President

Signature

Date: 11/22/2024

RETURN THIS FORM WITH YOUR BID

BID BOND

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

KNOW ALL PERSONS BY THESE PRESENTS that, **FORDYCE CONSTRUCTION, INC.** hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY**, a corporation duly organized under the laws of the State of **NEW HAMPSHIRE** and authorized to do business in the State of California, hereinafter call the Surety, are held and firmly bound unto the SAN DIEGO METROPOLITAN TRANSIT SYSTEM, hereinafter called the Obligee, on order, in the sum of **TEN PERCENT OF TOTAL BID** Dollars ($**10% OF BID**) (being at least ten percent (10%) of the total amount of Principal's Bid price) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that:

WHEREAS, the Principal has submitted its Bid for the project entitled **ECBMF BATTERY STORAGE SHELTER PROJECT PWB414.0-25** to the Obligee, the Bid, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if Principal's Bid is rejected or, in the alternate, if the Bid is accepted and the Principal signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, and any and all other required documents, all in the form and within the time required by the Bid and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the Principal shall be forfeited to the Obligee, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal shall be the amount of this obligation as herein stated, as liquidated damages.

The Surety, for value received, hereby agrees that its obligations and its bond shall not be impaired or affected by any extension of the time within which the Obligee may accept such Proposal, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay, in addition to the sum set forth above, all costs incurred by the Obligee in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition to the penal sum of the Bond.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this **17th** day of **OCTOBER**, 20**24**, the name and corporate seal of each corporation.

THE OHIO CASUALTY INSURANCE COMPANY

BY: SURETY
Bart Stewart - Attorney-in-Fact

FORDYCE CONSTRUCTION, INC.

BY: PRINCIPAL
Brian Fordyce, President
Title

RETURN THIS FORM WITH YOUR BID

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Diego

On November 22, 2024, before me, Amy Crandall, Notary Public, personally appeared Brian Fordyce, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

AMY CRANDALL
Notary Public - California
San Diego County
Commission # 2447283
My Comm. Expires Jun 13, 2027

Signature of Notary Public

WITNESS my hand and official seal.

Amy Crandall

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

RETURN THIS FORM WITH YOUR BID

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

***SEE ATTACHED**

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206236 - 969556**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

all of the city of Encinitas state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of October, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On October 17, 2024 before me, S. L. Holcomb , Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Bart Stewart
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. L. HOLCOMB
COMM. # 2478126
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. JAN. 1, 2028

Signature S L Holcomb
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Metropolitan Transit System

CONTRACT DOCUMENT LOG SHEET

CONSTRUCTION

Updated 8/6/24

Contractor Information

Fordyce Construction, Inc.	
Brian Fordyce	
(619) 449-4272	
admin@fordyceconstruction.com	

Contract #:	PWB414.0-25	Amendment #:	1
Purchase Order #:	n/a	Purchase Requisition #:	10127966
Prevailing Wage? (Y/N):	Y	Is this a New Vendor? (Y/N):	Y
Total Board Approval Amount:			$0.00
Contingency (From Board Approval):			*$0.00*
Contingency Balance (After Amendment):			*$0.00*
Agenda Item #:	n/a	Current Contract Value:	$143,016.00
		Amendment Amount:	$3,858.92
Board Approval Date:	n/a		
		Final Total Contract Value ***(Current Contract + Total Amendment)*** **:**	$146,874.92

Type of Funds Used (Check all that apply):

☑ Local | ☐ Federal: FTA | ☐ Other Federal: _____ | ☐ State | ☐ Other State - TIRCP | ☐ Other: _____

Type of Contract (Check all that apply):

☑ Expenditure | ☐ Other: _____

Description: (Provide brief summary of scope of work related to this agreement or amendment):

Contractor shall provide and install new explosion-proof interior electrical receptacles and light fixture, to replace the standard interior receptacles and light fixture.

OPERATIONS ONLY Department/Acct Code	CIP ONLY Project/Task Detail	BUDGET DISTRIBUTION Amount
	1009120901/599908	$3,858.92
		$0.00

Base Contract Term: NTP+ to 160 cal days

Option Years:

AM 1	0 cal days to 0 cal days		AM 5		
AM 2			AM 6		
AM 3			AM 7		
AM 4			AM 8		

Completion Date: NTP + 160 cal days

Method of Procurement: ☑ IFB | ☐ RFQ | ☐ Other: _____

Insurance MyCOI: ☑ Yes ☐ No

Project Manager: David Urbaez (Name)

Contract Officer: George Eliseo (Name)

For Contract Specialist Use Only

Contract Emailed to Vendor: **Date:** **5/22/2025 LZ**

Executed Contract Received: **Date:** **5/22/2025 LZ**

DIR Registration Date: **Date:**

Review/Approval Initials:

1. Project Manager	DAU	Date:	5/7/2025
2. Director/COO	HMF	Date:	5/9/2025
3. Procurement Mgr	CA	Date:	5/12/2025
4. Finance (Capital Projects) *	EC	Date:	5/19/2025
5. Finance (Budget)	MT	Date:	5/19/2025
6. Finance (CFO)	MT	Date:	5/19/2025
7. General Counsel	JA	Date:	5/21/2025
8. CEO	SC	Date:	5/21/2025

**As applicable only*

Routing Notes:

Metropolitan Transit System

CONSTRUCTION CHANGE ORDER

Project Name:	ECBMF Battery Storage			**Date:**	5/7/2025
To:	San Diego Metropolitan Transit System			**Amendment Number**	1
From *(Contractor)*:	Fordyce Construction, Inc.	**Contract Number:**	PWB414.0-25	**MTS CCO Number**	1

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

Any time there is a change to a Subcontractor or Other Third Party Contractors resubmit Attachment: SUBCONTRACTORS and THIRD PARTY CONTRACTORS. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

OVERALL DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of the following: Contractor shall provide and install new explosion-

A. FOR UNIT PRICE CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Bid Item	Quantity	QTY Change	Amount
				Subtotal A:	$ -

B. FOR LUMP SUM CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Amount
CCO 1	Add explosion-proof receptacles and light fixtures	$ 3,858.92
	Subtotal B:	$ 3,858.92

C. FOR TIME & MATERIALS CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Bid Item	Amount
		Payroll Costs:	
		Equipment Costs	
		Materials Costs	
		Consultant Costs	
		Supplemental Costs	
		Consultant Costs	
		Other - Describe Services	
		Bonds & Insurance total:	
		Contractor Overhead & Profit on Subcontractors:	
		Contractor Overhead & Profit total:	
		Subtotal C:	$ -

Total = (A+B+C)	$ 3,858.92

Original Contract value:	$ 143,016.00
Adjustment by Previous Amendment(s)	$ -
Adjustment by this Change Order	$ 3,858.92
New Contract Amount	**$ 146,874.92**

The Contract Time due to this Change Order will be (Increased or Unchanged):	Unchanged	by	0	days
Original Completion Date:			**TBD**	
Adjustment to Completion Date by Previous Change Order(s) [Number of Calendar Days]:			**0**	
New Completion Date adjusted by this Change Order:			**TBD**	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

05/22/25		5/21/2025	
Contractor	**Date:**	**MTS Chief Executive Officer**	**Date:**

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

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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

SECTION 7- SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 7-1 GENERAL

The East County Bus Maintenance Facility ("ECBMF") Battery Storage project generally consists of the permitting, procurement, installation, and startup of a pre-manufactured storage shelter with all related appurtenances.

All work is to occur at the East County Bus Maintenance Facility ("ECBMF") located at 544 Vernon Way, El Cajon, CA 92020. Work is to occur during normal working hours approximately 7:00AM-4:00PM.

Contract Change Order (CCO) #1 Includes the replacement of interior receptacles and lighting with explosion-proof models.

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 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 DRAWINGS

Refer to the project drawings included in the attachments as Exhibit A for the Scope of Work location. Contractor is responsible for performing field measurements and verifying existing conditions to verify feasibility of placing of the storage building in the outdoor “Battery” (Room 120) location in a manner that fulfills all requirements as outlined in the contract.

SECTION 7-7 SUBMITTALS

Submittals must have a suitable transmittal cover page, be numbered, and have a clear title. The contractor shall provide the following submittals for the building and all related accessories:

- Permits
- Product data
- Shop drawings
- Manufacturer’s Warranty
- Maintenance data
- Two (2) Physical color samples

SECTION 7-8 CCO #1

Contractor to replace the interior receptacles and light fixture with explosion-proof models.

FORDYCE CONSTRUCTION

9932 Prospect Avenue, Suite 138 Santee, CA 92071, Phone 619.449.4272, License # 608529, DIR 1000003113

COST ESTIMATE SUMMARY SHEET for EXTRA WORK

Project:	East County Bus Maintenance Facility (ECBMF) Battery Storage Shelter Project	***Contract #:***	*PWB44.0-25*
Description of Work:	Change LED Light Switch and Two Interior Receptacles to Explosion Proof		
Contractor:	Fordyce Construction	***Date:***	*4/28/2025*
COR #:	**01**		

Worksheet	Description	Totals
1	Prime Contractor (Includes Prime Contractor Mark Up)	$3,858.92
2	Sub-Contractor (Includes Prime Contractor Mark Up)	$0.00

GRAND TOTAL :	**$3,858.92**

Securall Products
p: 888.326.7890
f: 888.324.3780

Customer Rep: JohnR
Customer Rep's Email: john@securallproducts.com
Customer: Frodyce Construction
Cust. Order #:

CHANGE ORDER # 1
Sales Order #: S15253
Date: 4/28/2025
Original Sales Order Total: $63,485.38

Requested changes		Description of changes		Price Adjustment
OP0003	(REMOVE)	Dust/Vapor Resistant Interior Light with Switch		-$813.00
OP0001-LED	ADD	LED Explosion Proof Light Fixture With Light Switch Class 1 Division 2 (STD)		$2,193.00
EI-20A125VRCPT	(REMOVE)	20A 125V RECEPTACLE	(Qty:2)(873.00 each)	-$1,746.00
OP0005	ADD	Explosion-Proof Receptacle 20Amp 120 Volt Class 1, Division 1 & 2	(QTY:2) (1836.00 each)	$3,672.00

Check any that apply.

	Updated ship date. (If yes, cc reception)
	Updated drawings are required. (If yes, cc engineering)
	Production needs updated packet. (If yes, cc reception & production)
	There is an updated ORD option sheet. (If yes, cc purchasing)

Total of changes: $3,306.00
New total of purchase order: $66,791.38

SECURALL Approvals

Prepared by: _____ *Manager 1:* _____ *Manager 2:* _____

Customer Approval

Please review the proposed changes to your order. By signing or accepting this document in writing you agree to the changes and price adjustments listed above. Your order cannot proceed without your signed approval of this change order.

ANY delay of signing this document will delay the ship date by the respective number of days it is late.

Please sign below and return to your customer rep.

Metropolitan Transit System

CONSTRUCTION CHANGE ORDER

Project Name: ECBMF Battery Storage
To: San Diego Metropolitan Transit System
From *(Contractor)*: Fordyce Construction, Inc.
Contract Number: PWB414.0-25

Date: 4/29/2026
Amendment Number 2
MTS CCO Number 2

SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS

Any time there is a change to a Subcontractor or Other Third Party Contractors resubmit Attachment: SUBCONTRACTORS and THIRD PARTY CONTRACTORS. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.

OVERALL DESCRIPTION OF WORK

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work Payment of the Contract Documents and consists of the following: Contractor shall provide and install new

A. FOR UNIT PRICE CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Bid Item	Quantity	QTY Change	Amount
				Subtotal A:	$ -

B. FOR LUMP SUM CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Amount
2	New Electrical Raceway per RFI 02 & New Hydrogen Alarm. Add 8 days.	$ 37,969.54
	Subtotal B:	$ 37,969.54

C. FOR TIME & MATERIALS CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Bid Item	Amount
		Payroll Costs:	
		Equipment Costs	
		Materials Costs	
		Consultant Costs	
		Supplemental Costs	
		Consultant Costs	
		Other - Describe Services	
		Bonds & Insurance total:	
		Contractor Overhead & Profit on Subcontractors:	
		Contractor Overhead & Profit total:	
		Subtotal C:	$ -

Total = (A+B+C)	$ 37,969.54
Original Contract value:	$ 143,016.00
Adjustment by Previous Amendment(s)	$ 3,858.92
Adjustment by this Change Order	$ 37,969.54
New Contract Amount	**$ 184,844.46**

D. TIME CHANGE CCOS ONLY (AS APPLICABLE)

Summarized reason for change: In addition to this CCO 2 adding 8 days, due to delays in shipping the storage shelter the contract is extended to 7/30/26.

The Contract Time due to this Change Order will be:	Increased	by	232	days
Original Completion Date:			**12/10/2025**	
Adjustment to Completion Date by Previous Change Order(s) [Number of Calendar Days]:			**232**	
New Completion Date adjusted by this Change Order:			**7/30/2026**	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Contractor **Date:**

MTS Chief Executive Officer **Date:**

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

DRAFT

SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 1 GENERAL

The East County Bus Maintenance Facility ("ECBMF") Battery Storage project generally consists of the permitting, procurement, installation, and startup of a pre-manufactured storage shelter with all related appurtenances.

All work is to occur at the East County Bus Maintenance Facility ("ECBMF") located at 544 Vernon Way, El Cajon, CA 92020. Work is to occur during normal working hours approximately 7:00AM-4:00PM.

Contract Change Order (CCO) #1 Includes the replacement of interior receptacles and lighting with explosion-proof models.

SECTION 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 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 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 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 traps to prevent any and all material from entering. Contractor is responsible for general cleanup at the end of each work day.

DRAFT

SECTION 6 DRAWINGS

Refer to the project drawings included in the attachments as Exhibit A for the Scope of Work location. Contractor is responsible for performing field measurements and verifying existing conditions to verify feasibility of placing of the storage building in the outdoor "Battery" (Room 120) location in a manner that fulfills all requirements as outlined in the contract.

SECTION 7 SUBMITTALS

Submittals must have a suitable transmittal cover page, be numbered, and have a clear title. The contractor shall provide the following submittals for the building and all related accessories:

- Permits
- Product data
- Shop drawings
- Manufacturer's Warranty
- Maintenance data
- Two (2) Physical color samples

SECTION 8 CCO #2 – New Electrical Raceway and Fire Alarm Tie-in

Contractor has determined and confirmed that the shelter requires increased current supply above what is currently available at the nearby 20-amp receptacle. Contractor to provide a new higher amp circuit in an available space from Panel P1 or P4 with all wiring, conduit runs, and connections required to meet full power demands of the shelter, its battery charges and other appurtenances.

Per Fire Marshal recommendation, Contractor to tie the existing hydrogen gas detection system into to the existing fire alarm system by providing direct wiring between the gas detection module and the fire alarm control panel as well as all necessary testing and programming.

This work will extend total contract completion date to July 30, 2026.

DRAFT

FORDYCE CONSTRUCTION

9932 Prospect Avenue, Suite 138 Santee, CA 92071, Phone 619.449.4272, License # 608529, DIR 1000003113

COST ESTIMATE SUMMARY SHEET for EXTRA WORK

Project: East County Battery Storage
Spec No: *0*

Description of Work: 02.3 New Electrical Raceway per RFI 02 & Hydrogen Alarm per City Request

Contractor: Fordyce Construction
Date: *4/17/2026*

COR #:

Worksheet	Description	Totals
1	Prime Contractor (Includes Prime Contractor Mark Up)	$5,293.92
2	Sub-Contractor (Includes Prime Contractor Mark Up)	$32,114.49
	Days to be Added to the Contract	

Subtotal:	$37,408.41
1.5% BOND:	$561.13
GRAND TOTAL :	**$37,969.54**

DRAFT

FORDYCE CONSTRUCTION

9932 Prospect Avenue, Suite 138 Santee, CA 92071, Phone 619.449.4272, License # 608529, DIR 1000003113

GENERAL CONTRACTOR - COST ESTIMATE for EXTRA WORK

Project: East County Battery Storage
Description of Work:
Contract No.
Project No.
Prepared By: Amy Crandall

COR: 02.3 New Electrical Raceway per RFI 02 & Hydrogen Alarm per City Request

Contractor: Fordyce Construction Inc.
Date: 04/17/26

Item	Description	Qty	Unit	Materials		Labor			Equipment			Sub-contractor Cost
				Unit Cost	Total	Man Hours	Labor Rate	Total Base Labor	Unit Cost	Total		
Labor												
	Patch Around Core Holes	6	hr			6	77.71	466.26				
	Coring	4	hr			4	77.71	310.84				
	Pull 16/6 Low Voltage Wire	8	hr			8	48.13	385.04				
			hr			0	48.13	0.00				
			hr			0	48.13	0.00				
			hr			0	48.13	0.00				
			hr			0	48.13	0.00				
Equipment												
	Scissor Lift	3	day						81.00	243.00		
	Delivery and pick up	2	Ea						160.00	320.00		
	Core Drill (includes delivery & pickup)	1	day						569.00	569.00		
										0.00		
										0.00		
Materials												
	Patching material	1	LS	75.00	75.00							
	16/6 Wire	1	LS	479.99	479.99							
					0.00							
					0.00							
					0.00							
					0.00							
					0.00							
Subcontractor Costs												
	CA Power Solutions											26,360.43
	CA Power Solutions Markup											3,954.06
	Sequoia Engineering Company											1,565.22
	Sequoia Engineering Company Markup											234.78
	SUBTOTAL				$554.99			$ 1,162.14		$1,132.00		$32,114.49
	Sales Tax/Labor Burden		8.75%		$48.56		34.32%	$ 398.85		$99.05		---
	Total Without Mark Ups				$603.55			$ 1,560.99		$1,231.05		$32,114.49
	Mark-Up Percentages			15%	$83.25		15%	$ 234.15	15%	$184.66	5%	$ 1,396.28
	Total with Mark-Up			*** Mat'l**	$686.80		*** Labor**	$ 1,795.13	*** Equip.**	$1,415.71	***Subcont.**	$33,510.77

This Will VOID COR 03

Grand Subtotal:			$37,408.41
BOND @:	**1.50%**		$561.13
GRAND TOTAL :			**$37,969.54**

DRAFT

CALIFORNIA POWER SOULUTIONS **Date:** 04/17/26

Item	Description	Qty	Unit	Materials Unit Cost	Materials Total	Labor Man	Labor Labor	Labor Total Base Labor	Equipment Unit Cost	Equipment Total		Sub-contractor
Labor												
	Install Conduit Run 3 guys	130	hr			130	78.09	10,151.70				
	Pull In and Terminate All Conductors	25	hr			25	78.09	1,952.25				
	Label and Testing	10	hr			10	78.09	780.90				
	Run 1/2 EMT for Fire Alarm form Back Door to New	25	hr			25	78.09	1,952.25				
Equipment												
	Equipment Rental	1	LS						1825.50	1825.50		
		0								0.00		
		0								0.00		
		0								0.00		
		0								0.00		
Materials												
	Conduit, Wire, Fittings & Conductors	1	LS	6042.00	6042.00							
		0			0.00							
		0			0.00							
		0			0.00							
		0			0.00							
		0			0.00							
		0			0.00							
Subcontractor Costs												
	SUBTOTAL				$6,042.00			$ 14,837.10		$1,825.50		$0.00
	Sales Tax/Labor Burden		8.75%		$528.68		20.00%	$ 2,967.42		$159.73		---
	Total Without Mark Ups				$6,570.68			$ 17,804.52		$1,985.23		$0.00
	Mark-Up Percentages			15%	$985.60		15%	$ 2,670.68	15%	$297.78	15%	$ -
	Total with Mark-Up			*** Mat'l**	$7,556.28		*** Labor**	$ 20,475.20	*** Equip.**	$2,283.02	***Subcont.**	$0.00
										Grand Subtotal:		$30,314.49

DRAFT

HAWTHORNE RENT-IT SERVICE CAT THE Rental STORE

Rob Hubbard *Mobile-858-414-1512*
12329 Mapleview St. *Fax: 619.561.8150*
Lakeside, CA 92040 email-rhubbard@hawthornecat.com

Quoted to:	Fordyce const
Contact:	Chris Fordyce
Job:	
Quote Expires:	12/31/2025

Equipment	***Day***	***Week***	***Month***	***both Delivery & Pickup***	
19' Scissor Lift	$81.00	$145.00	$324.00	$80/$80	
26' Scissor Lift	$97.00	$215.00	$383.00	$80/$80	
32' Scissor Lift	$120.00	$281.00	$500.00	$80/$80	
GR20 (single man personell lift)	$79.00	$198.00	$358.00	$80/$80	
30' Electric knucle Boom Lift	$147.00	$510.00	$1,150.00	$120/$120	
Z40 electric knuckle boom	$190.00	$525.00	$1,530.00	$120/$120	
Z45 diesel knuckle boom	$195.00	$535.00	$1,560.00	$120/$120	
Z60 diesel knuckle boom	$279.00	$744.00	$2,210.00	$120/$120	
Z80 diesel knuckle boom	$409.00	$1,334.00	$3,902.00	$120/$120	
Z135 diesel knuckle boom	$858.00	$3,432.00	$10,000.00	$150/$150	
45' straight boom	$190.00	$525.00	$1,530.00	$120/$120	
65' straight boom	$279.00	$730.00	$2,169.00	$120/$120	
85' stright boom	$402.00	$1,309.00	$3,829.00	$120/$120	
120 & 135' straight boom	$842.00	$3,369.00	$10,000.00	$150/$150	
32' rough terrain scissor	$230.00	$495.00	$1,050.00	$120/$120	
TH255 reach forklift	$273.00	$819.00	$2,320.00	$120/$120	
TL642 reach forklift	$275.00	$990.00	$2,550.00	$120/$120	
TL943 reach forklift	$307.00	$1,092.00	$2,785.00	$120/$120	
TL1055 reach forklift	$444.00	$1,535.00	$4,259.00	$120/$120	
TL1255 reach forklift	$608.00	$1,823.00	$4,559.00	$120/$120	
Warehouse lift 5K (P5000)	$191.00	$499.00	$1,225.00	$120/$120	
40' scissor lift (SJ4740)	$215.00	$524.00	$1,045.00	$120/$120	
tax 7.75%	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**Trucking total**
env fee 6%	**$0.00**	**$0.00**	**$0.00**		
RPP 15%	**$0.00**	**$0.00**	**$0.00**	***Fuel surcharge: $11.75 a gallon***	
	$0.00	**$0.00**	**$0.00**		

Prices are discounted based on availability and term of rent.
RPP can be waived if COI is on file and naming Hawthorne as additional insured.
Rates are confidentail and not to be shared*

DRAFT

Concrete Core Drill, 13-15 Amps, Electric Powered

Cat Class: 180-7000

Rates for Santee, CA

$129/day **$379**/week **$922**/month

Exclusive rates, only online.

Estimated Cost $569.00

Item cost	$129.00
Transportation to/from jobsite	$440.00

Estimated cost is based on variables such as location, dates/duration of rental and transportation selections. Modifying those variables could change your estimated cost. Rates shown are only available online. To get these exclusive rates, rent from our website or app.

Hide cost details

1

This website uses cookies and other tracking technologies (“Cookies”) to enable, optimize and analyze the operation of our website. We also share information collected by these technologies with third party social media, advertising and analytics partners who may combine it with other information that they have collected about you, for advertising or other purposes. By clicking “Accept Cookies” and continuing to use this website, you consent to the placement of these technologies on your device and to this data processing. To manage your Cookie preferences or opt out, select “Privacy Preference Center.” For more information, please see our Privacy Policy

Privacy Preference Center

Accept Cookies

Delivering to La Habra 90631
Update location
All
16+gauge+6+conductor+wire
EN
Hello, sign in
Account & Lists
Returns
& Orders
0

All Amazon Haul Medical Care Amazon Basics Best Sellers Books Today's Deals Gift Cards Groceries Sell Prime New Releases

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Electronics › Television & Video › Accessories › Cables › Speaker

Click to see full view

Voltive 16/6 Low Voltage Wire, Riser CL3R, White, 500ft - 16AWG, 6 Conductors, Stranded Bare Copper, UL Listed - V-1317-1

Visit the Voltive Store

4.9 (29)

Amazon's Choice

$479.99 ($0.96 / feet)

FREE Returns

Prequalify now and get a $10 Amazon Gift Card upon approval of Prime Store Card

Size: **500ft**

250ft | 500ft | 1000ft

Style: **16/6**

12/2 | 14/2 | 14/3 | 14/4 | 16/2 | 16/3 | 16/4
16/6 | 18/2 | 18/3 | 18/4 | 18/6 | 18/8 | 18/10
18/12 | 22/2 | 22/3 | 22/4 | 22/6 | 22/8

Color: **White**

$479.99 ($0.96 / feet)

See 1 options with no featured offers

Brand	Voltive
Cable Type	Speaker
Compatible Devices	Speaker
Special Feature	Tangle Free
Color	White

About this item

- 16AWG, 6 CONDUCTORS, WHITE JACKET, 500FT BOX. 16 gauge, 6 conductor low voltage wire with stranded bare copper conductors and nylon ripcord. Built to exacting standards with zero compromises.
- OXYGEN-FREE COPPER. Oxygen-free copper (OFC) conductors result in less signal loss and are more durable than conductors made of copper-clad aluminum (CCA).
- CL3R RATED. Riser (CL3R) fire safety rating for installation in walls and risers (between floors) in both residential and commercial buildings. UL Listed.
- TIME SAVING FEATURES. Patented winding technology & massive payout hole eliminate kinks and tangles. Reinforced handles, super-durable cardboard, & water resistant coating keep the box

prime

Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows.

Join Prime

$479.99 ($0.96 / feet)

FREE delivery **Saturday, April 11**

Or Prime members get FREE delivery **Wednesday, April 8**. Order within 11 hrs 31 mins. Join Prime

Delivering to La Habra 90631 - Update location

Only 2 left in stock - order soon.

Quantity: 1

Add to cart

Buy Now

Ships from	Amazon
Sold by	Voltive
Returns	FREE 30-day refund/replacement
Support	Product support included

See more

Add to List

Other sellers on Amazon

New (2) from $479.99 & **FREE Shipping**.

Customer Quote For: CALIFORNIA POWER SOLUTIONS

7125CED - SAN DIEGO **Quote:** Q1283678 **Revision #:** 000

CED SAN DIEGO

5457 RUFFIN ROAD
SAN DIEGO CA 92123
Tel: (858)268-1020

Contact Name: MALIK JONES

Job Name:
Attn:
Ship To: CALIFORNIA POWER SOLUTIONS
5457 RUFFIN RD.
SAN DIEGO, CA 92123-0000

Quote Date: 04/16/26
Updated On: 04/16/26
Expires On: 05/16/26

Customer PO #: HIGH
Customer PO Date:
FOB: SHIPPING POINT
Freight: PREPAID

LN	Product	Qty	Price	Per *	Ext Price
01	WIRE THHN6STRBLK500R THHN6BLK CU THHN TYPE; 500 FT; 0.253 INCH OUTER DIAMETER; ANNEALED BARE COPPER CONDUCTOR MATERIAL; UL 83, CUL APPROVAL; 600 V VOLTAGE RATING; 55 AMPERE (60 DEG C), 65 AMPERE (75 DEG C), 75 AMPERE (90 DEG C) CURRENT RATING; 90 DEG C (DRY/WET) TEMPERATURE RATING	500	$1,232.51	M	$616.26
02	WIRE THHN6STRRED500R THHN6RED CU THHN TYPE; 249 MIL OUTER DIAMETER; COPPER CONDUCTOR MATERIAL; UL 83/758/1063/1581, UL (CANADA AND US) APPROVAL; 600 V VOLTAGE RATING; 55 AMPERE (60 DEG C), 65 AMPERE (75 DEG C), 75 AMPERE (90 DEG C) CURRENT RATING; 90 DEG C (DRY) TEMPERATURE RATING	500	$1,232.51	M	$616.26
03	WIRE THHN6STRWHT500R THHN6WHT CU THHN TYPE; 249 MIL OUTER DIAMETER; COPPER CONDUCTOR MATERIAL; UL 83/758/1063/1581, UL (CANADA AND US) APPROVAL; 600 V VOLTAGE RATING; 55 AMPERE (60 DEG C), 65 AMPERE (75 DEG C), 75 AMPERE (90 DEG C) CURRENT RATING; 90 DEG C (DRY) TEMPERATURE RATING	500	$1,232.51	M	$616.26
04	BPT 261RT 3/4 D/C RT COMP CPLG 3/4 RAIN TIGHT COMP COUP ZINC, BOX OF 25	100	$335.81	C	$335.81
05	BPT 251RT2 3/4 D/C RT EMT COMP CONN 3/4 RAIN TIGHT COMP CONN ZINC, BOX OF 25	50	$286.04	C	$143.02
06	ORBIT LB75AS 3/4IN LB CODY BODY ALUM RIGID TYPE LB AL THREADED CONDUIT BODY 3/4IN STAMPED AL CVR+GASKET	10	$1,027.64	C	$102.76
07	BLINE 12124RTSCNK NEMA3R SCR CVR BOX FLANGED TYPE; STEEL MATERIAL; GALVANEAL, ACRYLIC ELECTROCOATED OVER PHOSPHATIZED SURFACE FINISH; ANSI 61 GRAY COLOR; 12 INCH; 12 INCH; 4 INCH; UL 50, CSA C22.2, IEC 529 APPROVAL; WALL MOUNT MOUNTING; NEMA 3R, IP24 ENCLOSURE; SCREW-ON COVER TYPE	7	$70.63	E	$494.41
08	BPT 921S 3/4 1H STL EMT STRAP 3/4IN EMT PIPE STRAP STEEL, BOX OF 100	200	$24.39	C	$48.78
09	STRUT DEEPSLOTTEDSTRUT10 10' DEEP ELONGATED HOLES EATON B-LINE SERIES STRUT CHANNEL, 1.62IN H X 120IN L X 1.62IN W, STEEL, PRE-GALVANIZED, SH, 12 GAUGE	100	$446.43	C	$446.43
10	PHXSS SCE0075EG 3/4 EMT STRUT STRAP EMT CONDUIT STRUT CLAMP 3/4IN EG	100	$215.06	C	$215.06
11	FLEX LIQ-3/4 FLEX LIQTITE UA/LA X100' FLEXIBLE TYPE; 100 FT; UL APPROVAL; 3/4 INCH TRADE SIZE; UA/LA STYLE; GRAY JACKET COLOR; STEEL CORE MATERIAL	100	$218.37	C	$218.37
12	BPT 431SLT 3/4IN LIQTITE CONN 3/4IN FE LT CONN, BOX OF 10	10	$557.73	C	$55.77
13	DOT 3AK GREEN ANCHOR KIT #12SCRW	3	$17.26	E	$51.78

DRAFT

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* Per E = Each, C = Hundred, M = Thousand

Terms and Conditions

Customer Quote For: CALIFORNIA POWER SOLUTIONS

7125CED - SAN DIEGO **Quote:** Q1283678 **Revision #:** 000

LN	Product	Qty	Price	Per *	Ext Price
	#12 GREEN WING CONICAL ANCHOR KIT W/ PAN HEAD COMBO DRIVE SCREWS				
14	COND EMT-1/2 EMT STEEL MATERIAL; HOT DIP GALVANIZED FINISH; 10 FOOT; 0.706 INCH OUTER DIAMETER; UL 797 APPROVAL; ANSI C80.3 APPLICABLE STANDARD; 30 POUND PER 100 FOOT WEIGHT; 1/2 INCH TRADE SIZE; 0.042 INCH WALL THICKNESS; PLAIN END STYLE	150	$74.10	C	$111.15
15	BPT 250SRT 1/2 EMT RT COMP CONN 1/2IN STEEL RAINTIGHT CONN, BOX OF 25	10	$273.41	C	$27.34
16	BPT 260SRT 1/2 EMT RT COMP CPLG 1/2IN STEEL RAINTIGHT CPLG	20	$342.58	C	$68.52
17	CH BR250 2P-120/240V-50A CB EATON BR THERMAL MAGNETIC CIRCUIT BREAKER, TYPE BR 1-INCH PLUG-ON CIRCUIT BREAKER, 50 A, 10 KAIC, TWO-POLE, 120/240V, BR, COMMON BREAKER TRIP, #14-4 AWG CU/AL, Q28, BR, TYPE BR LOADCENTERS	1	$30.82	E	$30.82
18	FLEX RWA-3/4 FLEX ALUM REDUC-WALL REDUCED WALL TYPE; 1.045 TO 1.05 INCH INNER DIAMETER; 0.812 TO 0.835 INCH OUTER DIAMETER; 3/4 INCH TRADE SIZE	100	$112.48	C	$112.48
19	BPT 521DC2 3/4 D/C SCR-IN FLEX CONN 3/4IN SCREW-IN CONN., BOX OF 50	10	$106.09	C	$10.61
20	FIT CPLGALV5 5-IN-GALV-CPLG RIGID TYPE; GALVANIZED STEEL MATERIAL; 3-61/64 INCH; RIGID CONDUIT USED ON; 6 INCH DIAMETER; 5 INCH TRADE SIZE; TPI 8	5	$84.59	E	$422.95
21	PHXSS SCE0050EG 1/2 EMT STRUT STRAP EMT CONDUIT STRUT CLAMP 1/2IN EG	20	$202.84	C	$40.57
22	FLEX LIQ-1/2 FLEX LIQTITE UA/LA X100' FLEXIBLE TYPE; 100 FT; UL APPROVAL; 1/2 INCH TRADE SIZE; UA/LA STYLE; GRAY JACKET COLOR; STEEL CORE MATERIAL	100	$158.85	C	$158.85
23	BPT 430SLT 1/2IN LIQTITE CONN 1/2IN FE LT CONN, BOX OF 25	10	$306.80	C	$30.68
24	FLEX RWS-1/2 100' COIL'S REDUCED WALL TYPE; 0.86 TO 0.92 INCH INNER DIAMETER; 0.625 TO 0.646 INCH OUTER DIAMETER; 1/2 INCH TRADE SIZE	100	$101.92	C	$101.92
25	BPT 520DC2 1/2 D/C SCR-IN FLEX CONN 1/2IN SCREW-IN CONN., BOX OF 100	10	$90.19	C	$9.02
26	WIRE THHN10STRBLK500R THHN10STRBLACK CU THHN TYPE; 500 FOOT; 161 MIL OUTER DIAMETER; COPPER CONDUCTOR MATERIAL; UL 83/758/1063/1581, UL (CANADA AND US), CSA C22.2 APPROVAL; 600 VOLT VOLTAGE RATING; 30 AMP CURRENT RATING; 90 DEG C (DRY) TEMPERATURE RATING; 38 POUND PER 1000 FOOT WEIGHT	500	$358.51	M	$179.26
27	CHE UNY105 1/2 STEEL MALE COND UNION 1/2 NPT MALE UNY UNION	2	$31.65	E	$63.30
28	CHE UNY205 3/4 STEEL MALE COND UNION 3/4 NPT MALE UNY UNION	2	$45.03	E	$90.06
29	CHE EYS11 1/2 SEAL FIT FEM/FEM HOR/VERT 1/2 NPT FEM CST IRON VERT/HORZ SEAL FTG	2	$43.63	E	$87.26

DRAFT

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Terms and Conditions

Customer Quote For: CALIFORNIA POWER SOLUTIONS

7125CED - SAN DIEGO **Quote:** Q1283678 **Revision #:** 000

LN	Product	Qty	Price	Per *	Ext Price
30	CHE EYS21 3/4 SEAL FIT FEM/FEM HOR/VERT 3/4 NPT FEM CST IRON VERT/HORZ SEAL FTG	2	$51.13	E	$102.26

Merchandise:	**$5,608.02**
Tax:	**$434.62**
Total:	**$6,042.64**

DRAFT

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Terms and Conditions

SUNSTATE Equipment Co.

BRANCH LOCATION
ELC
619-558-2924
AFTER HR#:(619) 572-4615

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **QUOTE**
INVOICE # **23807199**
PO #
JOB #
JOB NAME:
ORDERED BY: /GABRIELG/08:00
DATE/TIME OUT: 4/16/26 7:30 AM
DATE/TIME IN: 5/01/26

CUSTOMER # CASH **PHONE#** 619-733-7180

CALIFORNIA POWER SOLUTONS
QUOTE
EL CAJON, CA 92020

CONTACT:
TERRITORY: 123
PROCESSED BY: GABRIELG
DRIVER LICENSE: CA JOHN KRAGE
LICENSE PLATE:
RETURN LOC:
JOB ADDRESS: 1360 MAGNOLIA AVE EL CAJON CA 92020
DEL. INSTRUCTIONS:

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	RATES DAY	WEEK	4 WEEK	EXTENDED PRICE
1	SCISSOR LIFT-19' 2WD ELECTRIC 0555800 CC: 055-5800	285.00	525.00	1060.00	1060.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENV ENVIRONMENTAL CHARGE	EA	20.000	20.00
1	AB1130 AB1130 - PERSONAL PROPERTY TAX .75%	EA	7.950	7.95
1	TRANSPORT SURCHARGE TRANSPORT FUEL SURCHARGE	EA	22.500	22.50

DELIVERY CHARGE 235.00
DELIVERY BY:

PICKUP CHARGE 235.00
PICKUP BY:

DRAFT QUOTE

SUB TOTAL:	1580.45
DAMAGE WAIVER:	159.00
TAX:	86.06
TOTAL AMOUNT DUE:	**1825.51**

*** GOOD FOR 30 DAYS ***
* ESTIMATE PURPOSES ONLY *

RENT CONTINUES UNTIL YOU CALL **619-558-2924** TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

. PAYMENT TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
· SUNSTATE EQUIPMENT WILL IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS, WHERE PERMITTED BY LAW. THIS FEE DOES NOT EXCEED THOSE INCURRED BY SUNSTATE EQUIPMENT.
· A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
· THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
· UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
· CUSTOMER AGREES TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SUNSTATE, INCLUDING PHONE CALLS, EMAILS AND TEXT MESSAGES. TO READ MORE ABOUT THE TERMS OF USE REGARDING THESE COMMUNICATIONS, PLEASE VISIT: WWW. SUNSTATEEQUIP. COM/LEGAL/TERMS-OF-USE.
· PRIOR TO ACCEPTING THE EQUIPMENT, CUSTOMER IS ADVISED TO REVIEW THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") ON THE RENTAL CONTRACT LOCATED AT WWW. SUNSTATEEQUIP. COM/LEGAL/TERMS-OF-RENTAL. BY ACCEPTING THE EQUIPMENT, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. BY SIGNING ABOVE, 1) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS BEEN ADVISED TO REVIEW THE TERMS AND CONDITIONS, 2) CUSTOMER ACKNOWLEDGES AND AGREES THAT PRIOR TO ACCEPTING EQUIPMENT, CUSTOMER HAS REVIEWED, UNDERSTANDS, AND ACCEPTS THE TERMS AND CONDITIONS, 3) CUSTOMER IS OF LEGAL AGE AND HAS THE AUTHORITY AND POWER TO SIGN THIS AGREEMENT FOR/AS THE CUSTOMER. A PHYSICAL COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

REPRINT COPY

SUNSTATE Equipment Co.

BRANCH LOCATION
ELC
619-558-2924
AFTER HR#:(619) 572-4615

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **QUOTE**
INVOICE # **23807199**
PO #
JOB #
JOB NAME:
ORDERED BY: /GABRIELG/08:00
DATE/TIME OUT: 4/16/26 7:30 AM
DATE/TIME IN: 5/01/26

CUSTOMER # CASH **PHONE#** 619-733-7180

CALIFORNIA POWER SOLUTONS
QUOTE
EL CAJON, CA 92020

CONTACT:
TERRITORY: 123
PROCESSED BY: GABRIELG
DRIVER LICENSE: CA JOHN KRAGE
LICENSE PLATE:
RETURN LOC:
JOB ADDRESS: 1360 MAGNOLIA AVE EL CAJON CA 92020
DEL. INSTRUCTIONS:

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	RATES DAY	WEEK	4 WEEK	EXTENDED PRICE
1	SCISSOR LIFT-19' 2WD ELECTRIC 0555800 CC: 055-5800	285.00	525.00	1060.00	1060.00
SALES ITEMS:					
Qty	Item number	Unit	Price		
1	ENV ENVIRONMENTAL CHARGE	EA	20.000		20.00
1	AB1130 AB1130 - PERSONAL PROPERTY TAX .75%	EA	7.950		7.95
1	TRANSPORT SURCHARGE TRANSPORT FUEL SURCHARGE	EA	22.500		22.50
	DELIVERY CHARGE DELIVERY BY:				235.00
	PICKUP CHARGE PICKUP BY:				235.00

QDRAFT

SUB TOTAL:	1580.45
DAMAGE WAIVER:	159.00
TAX:	86.06
* ESTIMATE PURPOSES ONLY * TOTAL AMOUNT DUE:	**1825.51**

RENT CONTINUES UNTIL YOU CALL **619-558-2924** TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

. PAYMENT TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
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· UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
· CUSTOMER AGREES TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SUNSTATE, INCLUDING PHONE CALLS, EMAILS AND TEXT MESSAGES. TO READ MORE ABOUT THE TERMS OF USE REGARDING THESE COMMUNICATIONS, PLEASE VISIT: WWW. SUNSTATEEQUIP. COM/LEGAL/TERMS-OF-USE.
· PRIOR TO ACCEPTING THE EQUIPMENT, CUSTOMER IS ADVISED TO REVIEW THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") ON THE RENTAL CONTRACT LOCATED AT WWW. SUNSTATEEQUIP. COM/LEGAL/TERMS-OF-RENTAL. BY ACCEPTING THE EQUIPMENT, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. BY SIGNING ABOVE, 1) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS BEEN ADVISED TO REVIEW THE TERMS AND CONDITIONS, 2) CUSTOMER ACKNOWLEDGES AND AGREES THAT PRIOR TO ACCEPTING EQUIPMENT, CUSTOMER HAS REVIEWED, UNDERSTANDS, AND ACCEPTS THE TERMS AND CONDITIONS, 3) CUSTOMER IS OF LEGAL AGE AND HAS THE AUTHORITY AND POWER TO SIGN THIS AGREEMENT FOR/AS THE CUSTOMER. A PHYSICAL COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

Revised 01/25

SEQUOIA ENGINEERING CORP

Quote

ADDRESS

Fordyce Construction
9932 Prospect Ave #138
Santee, CA 92071

QUOTE # 2817
DATE 04/03/2026

ACTIVITY	QTY	RATE	AMOUNT
Labor Write code to implement additional sensor	1	300.00	300.00
Field Labor Installation of new program and connect field wiring at sensor and controller. Test system for the addition of new sensor. Wiring provided by others	1	1,500.00	1,500.00

SUBTOTAL	1,800.00
TAX (0.075)	0.00
TOTAL	**$1,800.00**

Accepted By

Accepted Date

DRAFT

23052 Alicia Pkwy Ste H 503
Mission Viejo, CA 92692
Phone: 805-558-3648
email: CraigD@sequoiaengco.com
www.sequoiaengco.com

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

PRONTO Fare Collection System – Contract Amendment

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING

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 multiple cities in San Diego County.

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

VMware Software Subscription Three-Year Renewal – 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. G3210.0-26 (in substantially the same format as Attachment A), with New Tech Solutions, Inc. (New Tech), for a three-year renewal of VMware software subscription services, in the amount of $814,876.80.

Budget Impact

The total cost of this contract is estimated to be $814,876.80 (Attachment B). The contract will be funded by the Information Technology (IT) Operating Budget account 661010-234000.

DISCUSSION:

Critical MTS systems and applications run on virtual machines hosted by VMware hypervisors. The virtual environment is a core piece of the IT infrastructure and must remain under support in case of any unexpected outages or issues that may require VMware support and expertise. The VMware hypervisors or ESXi hosts are deployed in clusters to provide a robust and scalable platform that supports MTS's diverse and dynamic needs. It enables efficient resource utilization, high availability, and disaster recovery capabilities, ensuring that MTS maintains continuous operations and meets its service level agreements. Given the critical nature of these systems, it is imperative to renew licensing to use VMware software and have reliable support available to address any potential issues promptly and minimize downtime.

On April 7, 2026, MTS issued an Invitation for Bids (IFB) to procure a renewal of our VMware software subscriptions. A total of five (5) bids were received by the due date of April 23, 2026.

Below is a summary of the bids received:

Bidder Name	Total Bid Amount	Certifications
MTS Independent Cost Estimate (ICE)	$737,760.00	N/A
New Tech Solutions Inc*	**$814,876.80**	N/A
Saitech Inc	$830,745.60	N/A
27 Virtual	$862,498.80	N/A
Blue Source Group Inc.	$882,918.00	N/A
The Drala Project, Inc**	$1,300,421.96	N/A

**Lowest responsive and responsible Bidder*
***Non-responsive*

New Tech met all the solicitation requirements; therefore, staff deemed New Tech to be the lowest responsive and responsible bidder. Their bid has been determined to be fair and reasonable based on a comparison of all bids received.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G3210.0-26 (in substantially the same format as Attachment A), with New Tech, for a three-year renewal of VMware software subscription services, in the amount of $814,876.80.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G3210.0-26
B. Bid Form
C. Scope of Work

Metropolitan Transit System

STANDARD AGREEMENT
FOR

MTS DOC. NO. G3210.0-26

VMWARE SUBSCRIPTION RENEWAL 3 YEAR

THIS AGREEMENT is entered into this _____ day of _____, 2026 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: New Tech Solutions, Inc.

Address: 4179 Business Center Drive
Fremont, CA 94538

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

Email: sled@ntsca.com

Telephone: (510) 353-4070

Authorized person to sign contracts: Anita Vasantrai (Name) — Program Manager (Title)

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

The contract term is for three (3) years effective May 31, 2026 through May 30, 2029.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $814,876.80 without the express written consent of MTS.

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

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Metropolitan Transit System

VMWARE SUBSCRIPTION RENEWAL 3 YEAR IFB - BID FORM

MTS Doc. No. G3210.0-26

Proposer Name: New Tech Solutions, Inc.

Site ID 841547

Manufacturer Part Number	Description	Quantity	Unit of Measure	Extended Price
Year 1 (5/31/2026 - 5/30/2027)				
VCF-CLD-FND-A	VMware Cloud Foundation (928 Cores)	1	Year	$ 271,625.60
Year 2 (5/31/2027 - 5/30/2028)				
VCF-CLD-FND-A	VMware Cloud Foundation (928 Cores)	1	Year	$ 271,625.60
Year 3 (5/31/2028 - 5/30/2029)				
VCF-CLD-FND-A	VMware Cloud Foundation (928 Cores)	1	Year	$ 271,625.60
			Grand Total (Basis of Award)	**$ 814,876.80**

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. INTRODUCTION

Critical MTS systems and applications run on virtual machines hosted by VMware hypervisors. The virtual environment is a core piece of the Information Technology (IT) infrastructure and must remain under support in case of any unexpected outages or issues that may require VMware support and expertise. The VMware hypervisors or ESXi hosts are deployed in clusters to provide a robust and scalable platform that supports MTS's diverse and dynamic needs. It enables efficient resource utilization, high availability, and disaster recovery capabilities, ensuring that MTS maintains continuous operations and meets its service level agreements. Given the critical nature of these systems, it is imperative to renew licensing to use their software and have reliable support available to address any potential issues promptly and minimize downtime.

1.2. BACKGROUND

To ensure the continuous operation of MTS critical systems, the MTS IT department intends to renew VMware licensing and support for 3 years, billed annually. The current support contract expires May 30, 2026, so this renewal should be effective from May 31, 2026, to May 30, 2029. The number of cores utilized determines VMware's licensing costs and we have determined the number of cores we expect to have in use throughout the contract.

MTS has established a direct collaboration with Broadcom to obtain the specific SKU required and outlined in this Statement of Work (SOW). This request pertains to the procurement of the SKU explicitly recommended by Broadcom, which is detailed in the technical specifications below.

1.3. TECHNICAL SPECIFICATIONS

SKU: VCF-CLD-FND-A
Description: VMware Cloud Foundation
Quantity: 928 cores
Billing: Annual

1.4. TARIFFS

All quoted pricing should be “EXCLUSIVE” of tariffs. In the event there are tariffs imposed across any items under this contract, the Contractor may request separate payment through the submission of CBP Form 7501 outlining the HTSUS rate (Box 33) and Duty charged (Box 34) for the description (Box 28) and quantity (Box 30 & 31) of the item which should match the MTS Purchase Order particulars.

Tariff charges may be invoiced under a separate charge to each purchase order once approved by MTS.

1.5. INVOICES

Annual 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. If MTS rejects an incorrectly submitted invoice and sends it back for correction, the net 30 days restart from the corrected invoice date.

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

1.6. [NOT APPLICABLE] PAYMENT PROCESSING SECURITY AND PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARD (DSS) COMPLIANCE

1.7. [NOT APPLICABLE] HEWLETT PACKARD ENTERPRISE (HPE) MINIMUM REQUIREMENTS

1.8. [NOT APPLICABLE] CISCO MINIMUM REQUIREMENTS

1.9. [NOT APPLICABLE] CONTRACTOR'S INFORMATION SECURITY RESPONSIBILITIES

1.10. [NOT APPLICABLE] SAFETY DATA SHEETS (SDS)

1.11. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

1.12. [NOT APPLICABLE] WARRANTY

1.13. [NOT APPLICABLE] REPLACEMENT PARTS

1.14. DELIVERY AND ACCEPTANCE

The licensing must be recorded accurately under the MTS account and can be referenced with Site ID 841547.

After the support contract is renewed, MTS will confirm its completion by ensuring the updated support agreement is correctly reflected in the Broadcom support portal.

1. The support contract renewal must be accurately recorded under the specified MTS account.
2. Proof of the updated support agreement must be visible and verifiable in the Broadcom support portal.
3. MTS will provide formal written notification of acceptance within five business days of the agreement being updated in the Broadcom support portal.

1.15. [NOT APPLICABLE] LIQUIDATED DAMAGES

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Regional Communications System (RCS) Radios Purchase and Installation – Sole Source 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. G3198.0-26 (in substantially the same format as Attachment A), with Motorola Solutions, Inc. (Motorola), in the amount of $193,817.97 for a period of three (3) base years.

Budget Impact

The total cost of this contract is estimated to be $193,817.97. The project will be funded by MTS Security Operating Budget account number 420033-571250.

DISCUSSION:

The Regional Communications System (RCS), managed by San Diego RCS, provides a reliable communications platform. Since transitioning to the system in March 2021, the Transit Security and Passenger Safety department has strengthened communication between field personnel, the communications center, and regional partners. Personnel are equipped with Motorola APX 6000 Model 2.5 portable radios, enabling direct coordination with agencies such as the San Diego Sheriff's Department, the San Diego Police Department, and regional fire departments. The department currently maintains 254 Motorola APX 6000 Model 2.5 portable radios distributed among management, field supervisors, Code Compliance Inspectors (CCIs), and contracted security officers. With the approved department expansion, the acquisition of additional RCS radios (handheld and vehicle-mounted), along with necessary accessories and spare batteries, will further enhance communication capabilities and operational effectiveness.

The TSGP, administered by the Federal Emergency Management Agency (FEMA), provides funding to public transportation agencies to enhance security against terrorism and other threats. The program supports investments in equipment, training, planning, and infrastructure

that improve system resilience, protect passengers and employees, and strengthen coordination with regional public safety partners

In 2024, MTS applied for FY 2025 TSGP funding to support the purchase of thirty (30) Motorola handheld radios, including required accessories and a three-year service agreement for the Transit Security and Passenger Safety Department. In January 2025, MTS was awarded full funding with no matching requirement.

Motorola radio equipment is proprietary and sold at standardized list pricing through authorized vendors; therefore, staff are unable to obtain multiple competitive quotes. Accordingly, MTS must procure Motorola radios at established list prices. MTS is a member agency of the RCS operated by the County of San Diego (ref: MTS Doc. No. G1893.0-16). RCS's members have the ability to use negotiated pricing with Motorola to purchase radios and other related equipment. Per County of San Diego contract number 553982, MTS is currently able to receive a discount from list pricing of radios and radio equipment. MTS would not be able to negotiate a lower price than what is offered through the RCS discount.

Today's proposed action would approve the sole source purchase of thirty (30) handheld radios, including required accessories and a three-year service agreement to support the Transit Security and Passenger Safety Department.

The Independent Cost Estimate (ICE) provided by staff is based on MTS's past purchase history with Motorola Solutions, Inc. In comparison with the ICE amount of $254,250.00 and the offer received, staff have determined that the proposed cost is fair and reasonable.

The table below shows the savings by comparison of MTS's ICE and Motorola Solutions, Inc's quote.

Description	Amount
MTS ICE	$254,250.00
Motorola Solutions, Inc	$193,817.97
MTS savings (MTS ICE vs Motorola's quote)	$60,432.03

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G3198.0-26 (in substantially the same format as Attachment A), with Motorola, in the amount of $193,817.97 for a period of three (3) base years.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G3198.0-26
B. Scope of Work
C. Motorola Quote

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. G3198.0-26

THIS AGREEMENT is entered into this ____ day of _____, 2026 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Motorola Solutions, Inc Address: 500 W Monroe St

Chicago IL 60661
City State Zip

Form of Business: Corporation

Email: lauren.kirkland@motorolasolutions.com

Telephone: (858) 864-3660

Authorized person to sign contracts: Lauren Kirkland (Name) Area Sales Manager (Title)

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

The contract term is for a (3) year period (inclusive of the 3-year service support) effective at PO issuance.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $193,817.97 without the express written consent of MTS.

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

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 multiple cities in San Diego County.

Metropolitan Transit System

February 20, 2026

Scope of Work

SDMTS Department of Transit Security and Passenger Safety RCS Radio Procurement

Overview

The San Diego Metropolitan Transit System, Department of Transit Security and Passenger Safety intend to acquire 30 Motorola APX6000 model 2.5 portable radios from Motorola Solutions through Day Wireless. The Regional Communications System (RCS) is a wireless voice communications system used by law enforcement, fire departments and other emergency service providers in San Diego and Imperial Counties to communicate using wireless radios throughout San Diego and Imperial Counties.

Objective

The Regional Communications System (RCS) is a reliable system managed by the San Diego RCS. By switching to the RCS system in March 2021, the Transit Security and Passenger Safety Department immediately improved the ability of our field personnel to communicate effectively and reliably with the communications center as well as their partners in the field. Through the acquisition of our first batch of RCS radios, our field personnel now use Motorola APX6000 model 2.5 portable radios, vehicle mounted radios and base stations for our dispatch center for internal and external communications utilizing existing San Diego RCS repeaters and support systems. Our field personnel, as well as the communications center dispatchers, can now communicate directly with other public safety agencies such as the San Diego Sheriff's Department, the San Diego Police Department and various fire departments throughout the region.

The SDMTS Transit Security and Passenger Safety Department currently has 254 RCS radios that are utilized by 12 Transit Security management, 21 field supervisors (sergeants), 89 Code Compliance Inspectors and approximately 200 contracted security officers. The acquisition of additional RCS radios, accessories and spare batteries for all deployed CCIs and contract security officers would dramatically improve the communications system for Transit Security and Passenger Safety personnel.

Technical Specifications

30 Motorola APX 6000 Model 2.5 Portable Radios
30 Software License Enhanced, Multikey
ADD: Programming over P25 (OTAP)
ADD: P36 9600 Baud Trunking
ADD: 3years essential service
ADD: TDMA Operation
ADD: Baseline Release
ADD: Smartzone Operation
ADD: Astro Digital CAI Operation
Software License ENH: AES Encryption and ADP
ALT: Li-Ion Impress Batteries

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MOTOROLA SOLUTIONS

QUOTE-3244927
30 APX6000 w AES

Billing Address:
SAN DIEGO TROLLEY
1255 IMPERIAL AVE STE 1000
SAN DIEGO, CA 92101
US

Shipping Address:
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
1341 COMMERCIAL ST
BUILDING B
SAN DIEGO, CA 92113
US

Quote Date:04/27/2026
Expiration Date:06/26/2026
Quote Created By:
Andy Grimm
agrimm@daywireless.com
858-864-3660

End Customer:
MTS Transit Enforcement
Miguel Gonzalez
miguel.gonzalez@sdmts.com
619-707-4747

Contract: COUNTY OF SAN DIEGO RCS 553982

Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	30	$3,924.00	$2,844.90	$85,347.00
1a	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	30	$388.00	$281.30	$8,439.00
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	30	$118.00	$85.55	$2,566.50
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	30	$353.00	$255.93	$7,677.90
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	30	$184.00	$184.00	$5,520.00
1e	QA00580AC	ADD: TDMA OPERATION	30	$530.00	$384.25	$11,527.50
1f	H38BT	ADD: SMARTZONE OPERATION	30	$1,412.00	$1,023.70	$30,711.00
1g	QA09113AB	ADD: BASELINE RELEASE SW	30	$0.00	$0.00	$0.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	30	$607.00	$440.08	$13,202.40
1i	Q629AK	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	30	$560.00	$406.00	$12,180.00
1j	QA05571AA	ALT: LI-ION IMPRES 2 IP68 4850 MAH	30	$142.68	$103.44	$3,103.20

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-3244927
30 APX6000 w AES

Subtotal	$180,274.50
Estimated Tax	$13,543.47
Grand Total	$193,817.97(USD)

Notes:

- Shipping is included at no charge. Warranty is not taxed. Taxable amount is $174,754.50. Tax rate 7.75%.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Increased Authorization for Legal Services Contracts to Pay Projected Expenses through December 31, 2026 – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute amendments to eleven (11) legal services contracts increasing the funding authorization by $1,550,000.00 to cover anticipated expenses through December 31, 2026.

Budget Impact

The total cost of these amendments is estimated to be $1,550,000.00. Sufficient funding has been programmed to pay these expenses in the current operating and capital budgets. The departments from which these expenses are drawn include Risk & Claims, Land Management, Legal, Human Resources (HR), Finance, and the San Diego & Arizona Eastern Railway (SD&AE).

DISCUSSION:

On October 11, 2018 (Agenda Item (AI) 12), the Board established a panel of qualified law firms to assist MTS with various legal matters on an as-needed basis. Thereafter, MTS began contracting with the approved firms for designated amounts. The firms provide different specialties of law, such as tort liability, workers' compensation, employment practices, real estate/land management, environmental and taxation. Eleven (11) of these firms will require contract increases to pay current and anticipated legal expenses through the end of their contracts, December 31, 2026.

MTS currently employs two in-house attorneys: General Counsel and Deputy General Counsel. The General Counsel position represents the Board at public meetings, sits on the executive management team, oversees outside litigation in collaboration with the Risk Department, supervises Internal Audit department, and handles various legal matters such as review of contracts, real estate transactions, public records requests, Brown Act compliance, regulatory compliance, ethics questions, and oversight of various outside counsel assignments. The

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Deputy General Counsel position focuses on various regulatory compliance matters, For-Hire Vehicle (FHV) Program Administration, Title VI, ADA, and other matters in support of the agency and the General Counsel. The legal services panel is used on an as-needed basis to provide expert advice on various matters such as public contracting requirements, taxation, environmental compliance, labor and employment, federal railroad law and other specialized areas of the law where MTS does not have sufficient in-house expertise or capacity. MTS also assigns all litigation matters to outside counsel.

Legal services needs are estimated every year during the MTS budget process. Each department or capital project that may incur legal fees evaluates ongoing matters and upcoming projects or cases and builds the estimated legal services costs into each department's budget. Most legal services costs are borne by the Risk Department (for tort liability and workers' compensation cases), the HR Department (for labor and employment advice and litigation), and the Legal Department (for general advice and special projects). Storm water compliance matters are billed to the Storm Water Department budget, and matters involving the Desert Line or legal issues related to property owned by the SD&AE are billed to the SD&AE budget. FHV related legal expenses are billed to that department, which is funded by FHV permit fees.

Throughout the year, each department looks at the applicable law firm contracts for matters that are overseen by that department. If it appears that there is sufficient Board-authorized funding on a law firm contract to handle the anticipated needs for the fiscal year (as determined during the budget process), then no action is taken on the contract. If the contract funding is below the estimated needs, then a contract amendment adding funding is processed according to Board Policy 41. Legal Services Panel contracts expire this year and therefore the contracts have been evaluated for funding to finish out the contract period through December 31, 2026. The contracts proposed for today's action require Board authority under Board Policy 41.

Individual cases are assigned to a given firm based on the subject area of the case, the expertise of a particular law firm, the capacity of the firm to handle the case, and the number of MTS cases already being handled by that firm. Adding funding authority does not guarantee that MTS will assign a case to a particular law firm or otherwise limit MTS's ability to determine the best firm on MTS's Board-approved legal services panel to handle a particular matter. If the anticipated need is not realized, then the excess funding authority will be carried over to the next fiscal year.

The proposed contract increases included in today's proposed action are based upon each firm's current caseload, the likelihood that a particular case may go to trial, and anticipated future litigation assigned to these firms through the end of the contract on December 31, 2026. The following table includes the contracts needing Board approval to increase the dollar amount for legal services contracts through December 31, 2026:

#	Firm Name	Area of Law	Contract No.	Current Contract Amount	Proposed Increase Amount	Total Contract Amount
1	Laughlin Falbo Levy & Moresi	Workers' Compensation	G2216.14-19	$686,911.71	$75,000.00	$761,911.71
2	Law Offices of Eldon Floyd	Workers' Compensation	G2214.13-19	$375,000.00	$50,000.00	$425,000.00
3	Trovilllion Inveiss & Demakis	Workers' Compensation	G2218.12-19	$725,173.24	$100,000.00	$825,173.24
4	Llarena Murdock	Workers' Compensation	G2761.6-23	$295,000.00	$100,000.00	$395,000.00
5	Dietz Gilmore	Workers' Compensation	G2617.8-22	$340,000.00	$150,000.00	$490,000.00
6	Wheatley Bingham & Baker	Tort Liability	G2209.13-19	$3,042,369.09	$200,000.00	$3,242,369.09
7	Horton, Oberrecht & Kirkpatrick	Tort Liability	G2326.11-20	$675,000.00	$100,000.00	$775,000.00
8	Kahana & Feld	Tort Liability	G2782.5-24	$777,725.00	$100,000.00	$877,725.00
9	McDougal Boehmer	Tort Liability	G2783.6-24	$ 727,725.00	$175,000.00	$902,725.00
10	Environmental Law Group	General	G2212.11-19	$819,796.09	$100,000.00	$919,796.09
11	Hanson Bridgett	General	G2201.11-19	$822,069.60	$400,000.00	$1,222,069.60
			Totals	**$9,286,769.73**	**$1,550,000.00**	**$10,836,769.73**

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute amendments to the above listed eleven (11) legal services contracts increasing the funding authorization by $1,550,000.00 to cover anticipated expenses through December 31, 2026.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments:

A. Draft Amendment MTS DOC No. G2216.14-19
B. Draft Amendment MTS DOC No. G2214.13-19
C. Draft Amendment MTS DOC No. G2218.12-19
D. Draft Amendment MTS DOC No. G2761.6-23
E. Draft Amendment MTS DOC No. G2617.8-22
F. Draft Amendment MTS DOC No. G2209.13-19
G. Draft Amendment MTS DOC No. G2326.11-20
H. Draft Amendment MTS DOC No. G2782.5-24
I. Draft Amendment MTS DOC No. G2783.6-24
J. Draft Amendment MTS DOC No. G2212.11-19
K. Draft Amendment MTS DOC No. G2201.11-19

Metropolitan Transit System

Amendment 14

May 1, 2026 MTS Doc No. G2216.14-19

LEGAL SERVICES

Laughlin, Falbo, Levy & Moresi LLP
Marc Leibowitz
Partner
600 B Street, Suite 2300
San Diego, CA, 92101

This shall serve as Amendment No.14 to the original agreement G2216.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize costs not to exceed $75,000.00. The total value of this contract including this amendment shall be in the amount of $761,911.71. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Marc Leibowitz, Managing Partner
Laughlin, Falbo, Levy & Moresi LLP

Date: _____

DRAFT

Metropolitan Transit System

Amendment 13

May 1, 2026 MTS Doc. No. G2214.13-19

LEGAL SERVICES WORKERS' COMPENSATION

Eldon L. Floyd & Associates
Eldon Floyd
Managing Attorney/Owner
7710 Hazard Center Drive, E-124
San Diego, CA 92108

This shall serve as Amendment No. 13 to the original agreement G2214.0-19 as further described below.

SCOPE

There shall be no change to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $50,000.00. The total value of this contract including this amendment shall be in the amount of $425,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Eldon Floyd, Managing Attorney/Owner
Eldon L. Floyd & Associates

Date: _____

DRAFT

Metropolitan Transit System

Amendment 12

May 1, 2026 MTS Doc. No. G2218.12-19

LEGAL SERVICES – WORKERS' COMPENSATION

Trovillion, Inveiss & Demakis, APC
Nicole Demakis
Partner
1455 Frazee Road, Suite 650
San Diego, CA 92108

This shall serve as Amendment No. 12 to the original agreement G2218.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $100,000.00. The total value of this contract including this amendment shall be in the amount of $825,173.24. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Nicole Demakis, Partner
Trovillion, Inveiss and Demakis, APC

Date: _____

DRAFT

Metropolitan Transit System

Amendment 6

May 1, 2026

MTS Doc. No. G2761.6-23

LEGAL SERVICES

Llarena, Murdock, Lopez & Azizad
Gina Azizad
Partner
505 E. Colorado Blvd., Suite 200
Pasadena, CA 91101

This shall serve as Amendment No. 6 to the original agreement G2218.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $100,000.00. The total value of this contract including this amendment shall be in the amount of $395,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Gina Azizad, Partner
Llarena, Murdock, Lopez & Azizad

Date: _____

DRAFT

Metropolitan Transit System

Amendment 6

May 1, 2026

MTS Doc. No. G2617.8-22

LEGAL SERVICES WORKERS' COMPENSATION

Dietz, Gilmor & Chazan, APC
Mark Gilmor
Managing Partner
9665 Granite Ridge Drive, Suite 110
San Diego, CA 92123

This shall serve as Amendment No. 6 to the original agreement G2617.0-22 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $150,000.00. The total value of this contract including this amendment shall be in the amount of $490,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Mark Gilmor, Managing Partner
Dietz, Gilmor & Chazan, APC

Date: _____

DRAFT

Metropolitan Transit System

Amendment 13

May 1, 2026 MTS Doc. No. G2209.13-19

LEGAL SERVICES

Wheatley Bingham & Baker LLP
Roger P. Bingham
Partner
101 W. Broadway, Suite 600
San Diego, CA 92101

This shall serve as Amendment No. 13 to the original agreement G2209.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $200,000.00. The total value of this contract including this amendment shall be in the amount of $3,242,369.09 . This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Roger P. Bingham, Partner
Wheatley Bingham & Baker LLP

Date: _____

DRAFT

Metropolitan Transit System

Amendment 11

May 1, 2026

MTS Doc No. G2326.11-20

LEGAL SERVICES

Horton, Oberrecht, Kirkpatrick & Martha
Kimberly S. Oberrecht, Esq.
Managing Partner
101 W. Broadway, Suite 600
San Diego, CA, 92101

This shall serve as Amendment No.11 to the original agreement G2326.0-20 as further described below.

SCOPE

There shall be no changes to the scope of work

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $100,000.00. The total value of this contract including this amendment shall be in the amount of $775,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Kimberly S. Oberrecht, Esq., Managing Partner
Horton, Oberrecht, Kirkpatrick & Martha

Date: _____

DRAFT

Metropolitan Transit System

Amendment 5

May 1, 2026

MTS Doc No. G2782.5-24

LEGAL SERVICES

Kahana & Feld LLP
Tami G. Vail, Esq.
Managing Partner
2603 Main Street, suite 350
Irvine, CA, 92614

This shall serve as Amendment No.5 to the original agreement G2782.0-20 as further described below.

SCOPE

There shall be no changes to the scope of work

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $100,000.00. The total value of this contract including this amendment shall be in the amount of $877,725.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Tami G. Vail, Esq., Managing Partner
Kahana & Feld LLP

Date: _____

DRAFT

Metropolitan Transit System

Amendment 6

May 1, 2026 MTS Doc No. G2783.6-24

LEGAL SERVICES

McDougal Boehmer Foley Lyon Mitchell & Erickson
Steven E. Boehmer
Principal/President
8100 La Mesa Blvd., Suite 200
LA Mesa, CA, 91942

This shall serve as Amendment No.6 to the original agreement G2783.0-20 as further described below.

SCOPE

There shall be no changes to the scope of work

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $175,000.00. The total value of this contract including this amendment shall be in the amount of $902,725.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Steven E. Boehmer, Principal/President
McDougal Boehmer Foley Lyon Mitchell & Erickson

Date: _____

DRAFT

Metropolitan Transit System

Amendment 11

May 1, 2026 MTS Doc No. G2212.11-19

LEGAL SERVICES

Environment Law Group, LLP
Varco & Rosenbaum
Ms. Suzanne Varco
Managing Partner
225 Broadway, Suite 1900
San Diego, CA, 92101-3542

This shall serve as Amendment No.11 to the original agreement G2212.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $100,000.00. The total value of this contract including this amendment shall be in the amount of $919,796.09. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Varco & Rosenbaum, Managing Partner
Environment Law Group, LLP

Date: _____

DRAFT

Metropolitan Transit System

Amendment 11

May 1, 2026

MTS Doc. No. G2201.11-19

LEGAL SERVICES

Hanson Bridgett, LLP
Steven Miller
Partner
425 Market Street, 26th Floor
San Francisco, CA 94105

This shall serve as Amendment No. 11 to the original agreement G2201.0-19 as further described below.

SCOPE

There is no change to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $400,000.00. The total value of this contract including this amendment shall be in the amount of $1,222,069.60. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Steven Miller, Partner
Hanson Bridgett, LLP

Date: _____

DRAFT

Metropolitan Transit System

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 5/14/2026

Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

May 21, 2026

SUBJECT:

Iris Rapid Transit Center East and Bus Stops Construction Management Services (CM) – Work Order Amendment

RECOMMENDATION:

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

1) Ratify Work Order Amendment No. WOA2498-CM19.03 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with Kleinfelder Construction Services, Inc. (KCS), in the amount of $114,324.83 for additional construction management services through end of May 2026 for the Iris Rapid Transit Center East and Bus Stops Construction Project; and

2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2498-CM19.04 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment B), with KCS, in the amount of $151,351.67 for additional construction management services through end of June 2026 for the Iris Rapid Transit Center East and Bus Stops Construction Project.

Budget Impact

The total cost of this Work Order Amendment is estimated to be $151,351.67, and the total contract cost is estimated to be $1,772,082.56. The project is funded by the Capital Improvement Program (CIP) account 1009113001– Iris Rapid – Route & Stations Infrastructure and CIP account 1006114201 -Iris Rapid Transit Center East Island Modification.

DISCUSSION:

On April 25, 2024 (Agenda Item (AI) 13), the MTS Board approved a construction contract with Hazard Construction Engineering LLC (Hazard Construction) for the Iris Rapid Transit Center East and Bus Stops Construction. The construction consists of modifications to Iris Rapid Transit Center East bus bay, bus stop upgrades including shelters, benches, and Variable Message Signs (VMS), and a new traffic signal at 30th and Coronado to improve bus route efficiency. These improvements will support the Iris Rapid service, also known as Rapid Route

227, which started operating on October 15, 2023. The route operates at 7.5-min headways in the peak hours, with buses from the MTS South Bay Maintenance Facility (SBMF) on Main Street in Chula Vista.

In conjunction with the construction contract award, at the same meeting on April 25, 2024 (AI 15), the MTS Board of Directors authorized an agreement with KCS to provide construction management services for Iris Rapid Transit Center East and Bus Stops Construction Project. Construction management services are needed to assist MTS staff with the coordination, control, and oversight of the project from beginning of the work through completion and closeout.

The Iris Rapid Transit Center East and Bus Stops Construction project is currently in construction and has experienced several continued delays including, but not limited to, manufacturer delays, design changes, and City requested construction changes that has pushed the completion date of the project. Work is expected to be completed by June 30, 2026.

On June 26, 2025 (AI 7), the MTS Board of Directors approved a Work Order Amendment No. WOA2498-CM19.01 with KCS for continued construction management services for the project.

On January 30, 2026, the CEO approved a no-cost Work Order Amendment No. WOA2498-CM19.02 with KCS for the addition of various classifications, reallocation of hours from existing classifications to cover the costs of the additional classifications and mileage costs associated with project.

On February 23, 2026, the CEO approved Work Order Amendment No. WOA2498-CM19.03 with KCS for additional time and funds for continued construction management services for the project.

Today's proposed action would authorize Work Order Amendment No. WOA2498-CM19.04 for additional funding to maintain sufficient construction management services throughout the expanded project timeline. KCS will continue to provide construction management services to augment MTS staff and provide oversight of the construction contractor. KCS will extend their construction management services as necessary to meet the revised completion date including resident engineering, field inspection, office engineering, project scheduling analysis, geotechnical testing and observations, hazardous materials testing, quality assurance source and field inspections to ensure the project is safely and successfully completed.

The Work Order and Amendment totals are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2498-CM19	Original Work Order for the Iris Rapid Route construction management services.	$900,510.13	4/25/24 (AI 15)
WOA2498-CM19.01	Provide additional construction management services due to project delays through early February 2026.	$605,895.93	6/26/25 (AI 7)

WOA2498-CM19.02	Addition of various classifications, reallocation of hours from existing classifications to cover the costs of the additional classifications and mileage costs associated with project..	$0.00	Approved by the CEO 1/30/26
WOA2498-CM19.03	Provide additional construction management services due to project delays through end of May 2026.	$114,324.83	Approved by the CEO 3/3/26 (Att. A)
WOA2498-CM19.04	Provide additional construction management services due to project delays though end of June 2026.	$151,351.67	Today's proposed action (Att. B)
	TOTAL	**$1,772,082.56**	

Based on the level of effort and proposed classifications, KCS' cost proposal in the amount of $151,351.42 was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors:

1) Ratify Work Order Amendment No. WOA2498-CM19.03 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with KCS, in the amount of $114,324.83 for additional construction management services through end of May 2026 for the Iris Rapid Transit Center East and Bus Stops Construction Project; and

2) Authorize the CEO to execute Work Order Amendment No. WOA2498-CM19.04 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment B), with KCS, in the amount of $151,351.67 for additional construction management services through end of June 2026 for the Iris Rapid Transit Center East and Bus Stops Construction Project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Amendment No. WOA2498-CM19.03
B. Draft Work Amendment No. WOA2498-CM19.04

Metropolitan Transit System

February 23, 2026

MTS Doc. No. G2498.0-21
Work Order No. WOA2498-CM19.03

Marc Mcintyre
Project/Task Order Manager
Kleinfelder Construction Services, Inc.
5761 Copley Drive Ste.100
San Diego, CA 92101

Dear Mr. Mcintyre:

Subject: AMENDMENT NO. 3 TO WOA2498-CM19 TO MTS DOC. NO. G2498.0-21, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT FOR IRIS RAPID TRANSIT CENTER EAST AND BUS STOPS PROJECT

This letter shall serve as Amendment No. 3 to our agreement WOA2498-CM19 to MTS Doc. No. G2498.0-21, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services as a result of this Amendment.

SCHEDULE

As a result of this amendment, the schedule shall add seventy-five (75) calendar days, or through May 31, 2026.

The Schedule shall follow contract PWB380.0-24, Iris Rapid Transit Center East and Bus Stops Construction with Hazard Construction Engineering, LLC.

PAYMENT

As a result of this amendment, the payment shall add $114,324.83 of funds to the agreement. The Payment shall be in the amount of $1,620,730.89. Payment shall be based on actual costs and shall not be exceeded without prior written authorization of MTS.

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 multiple cities in San Diego County.

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

Sincerely,

Sharon Cooney
Chief Executive Officer

Accepted:

Mark Mcintyre, Project/Task Order Manager
Kleinfelder Construction Services, Inc.

Date: 3/9/2026

Attachment: A, Negotiated Fee Proposal

ATTACHMENT A
NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

MTS Doc. No.	**G2498.0-21**
Work Order No.	**WOA2498-CM19.03**
Attachment:	**B**

Work Order Title: **Iris Rapid Bus Stops and Transit Center East Construction Management Services**

Project No: **WOA2498-CM19**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	$114,324.83
		Totals =	**$114,324.83**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	3	CONSTRUCTION PHASE SERVICES	529	$114,324.83
		Totals =	**529**	**$114,324.83**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Kleinfelder - Construction Services	529	$114,324.83
				Totals =	**529**	**$114,324.83**

Work Order Estimate Summary

Consultant/Subconsultant: **Kleinfelder**

Total Hours = **529**

Total Costs = **$114,324.83**

Work Order Title: **Iris Rapid Bus Stops and Transit Center East Construction Management Services**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mustafa, Hassan Engineer, Supervising 25/26 $258.35	Plotnikiewicz, Mark Scheduler, Technical Expert 25/26 $250.89	Crabtree, Rex Inspector - PW Grp 2 $182.35								Total Hours	Totals
	0270	**CONSTRUCTION PHASE SERVICES**													
1	**Task 3**														
	CONSTRUCTION PHASE SERVICES			160	16	353								529	$109,769.77
		Subtotals (Hours) =	N/A	160	16	353								529	$109,769.77
		Subtotals (Costs) =		$41,336.00	$4,014.24	$64,419.53								**529**	**$109,769.77**
2	**Task 3**														
	Total ODCs for this task														
		Subtotals (Hours) =	3.31												
		Subtotals (Costs) =	$4,555.06											**3.31**	**$4,555.06**
		Totals (Summary) =												**529**	**$114,324.83**
		Total (Hours) =	3.31	160	16	353								529	
		Total (Costs) =	$4,555.06	$41,336.00	$4,014.24	$64,419.53									$114,324.83
		Percentage of Total (Hours) =	1%	30.2%	3.0%	66.7%								100%	
		Percentage of Total (Costs) =	4%	36.2%	3.5%	56.3%									100%

Work Order Estimate Summary

Consultant/ Subconsultant: **Kleinfelder**

Work Order Title: **Iris Rapid Bus Stops and Transit Center East Construction Management Services**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle	Hours/Total Working Hours	$1,377.00					3.31	$4,555.06				
				Subtotal =		Subtotal =		Subtotal =	**$4,555.06**	Subtotal =		Subtotal =	

Metropolitan Transit System

May 21, 2026

MTS Doc. No. G2498.0-21
Work Order No. WOA2498-CM19.04

Marc Mcintyre
Project/Task Order Manager
Kleinfelder Construction Services, Inc.
5761 Copley Drive Ste.100
San Diego, CA 92101

Dear Mr. Mcintyre:

Subject: AMENDMENT NO. 4 TO WOA2498-CM19 TO MTS DOC. NO. G2498.0-21, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT FOR IRIS RAPID TRANSIT CENTER EAST AND BUS STOPS PROJECT

This letter shall serve as Amendment No. 4 to our agreement WOA2498-CM19 to MTS Doc. No. G2498.0-21, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services as a result of this Amendment.

SCHEDULE

As a result of this amendment, the Schedule shall be increased thirty (30) calendar days, or through June 30, 2026.

The Schedule shall follow contract PWB380.0-24, Iris Rapid Transit Center East and Bus Stops Construction with Hazard Construction Engineering, LLC.

PAYMENT

As a result of this amendment, the Payment shall be increased by $151,341.67 (Attachment A). The revised Payment shall be in the amount of $1,772,082.56. Payment shall be based on actual costs and shall not be exceeded without prior written authorization of MTS.

DRAFT

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

Sincerely,

Sharon Cooney
Chief Executive Officer

Accepted:

Mark Mcintyre, Project/Task Order Manager
Kleinfelder Construction Services, Inc.

Date:

Attachments: A, Negotiated Fee Proposal

DRAFT

ATTACHMENT A
NEGOTIATED FEE PROPOSAL

DRAFT

Work Order Estimate Summary

MTS Doc. No.	**G2498.0-21**
Work Order No.	**WOA2498-CM19.04**
Attachment:	**B**

Work Order Title: **Iris Rapid Bus Stops and Transit Center East Construction Management Services**

Project No: **WOA2498-CM19**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	$151,341.67
		Totals =	**$151,341.67**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	3	CONSTRUCTION PHASE SERVICES	697	$151,341.67
		Totals =	**697**	**$151,341.67**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Kleinfelder - Construction Services	697	$151,341.67
				Totals =	**697**	**$151,341.67**

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Consultant/Subconsultant: **Kleinfelder**

Total Hours = **697**

Total Costs = **$151,341.67**

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Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mustafa, Hassan Engineer, Supervising 25/26 $258.35	Crabtree, Rex Inspector - PW Grp 2 $182.35									Total Hours	Totals
	0270	**CONSTRUCTION PHASE SERVICES**													
1	**Task 3**														
	CONSTRUCTION PHASE SERVICES			240	457									697	$145,337.95
		Subtotals (Hours) =	N/A	240	457									697	$145,337.95
		Subtotals (Costs) =		$62,004.00	$83,333.95									**697**	**$145,337.95**
2	**Task 3**														
	Total ODCs for this task		$6,003.72												$6,003.72
		Subtotals (Hours) =	4.36												$6,003.72
		Subtotals (Costs) =	$6,003.72											**4.36**	**$6,003.72**
	Totals (Summary) =													**697**	**$151,341.67**
	Total (Hours) =		3.31	240	457									697	
	Total (Costs) =		$6,003.72	$62,004.00	$83,333.95										$151,341.67
	Percentage of Total (Hours) =		1%	34.4%	65.6%									100%	
	Percentage of Total (Costs) =		4%	41.0%	55.1%										100%

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Consultant/ Subconsultant: **Kleinfelder**

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TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle	Hours/Total Working Hours	$1,377.00					4.36	$6,003.72				
				Subtotal =		Subtotal =		Subtotal =	**$6,003.72**	Subtotal =		Subtotal =	

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