Board of Directors Agenda

September 17, 2026

Click link to access the meeting:

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Webinar Features:

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

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

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

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

Public Comments Made Via Zoom

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

Public Comments Made by Phone Only

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

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

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

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

Instructions for providing in-person public comments:

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

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

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

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

***Contact Information:** Contact the Clerk of the Board via email at ClerkoftheBoard@sdmts.com, phone at **(619) 398-9561** or by mail at **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**

Agenda de la Junta de Directores

September 17, 2026

Haga clic en el enlace para acceder a la reunión:

https://www.zoomgov.com/j/1602805839

ID de la reunión en Zoom

Formas de Participar

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

Funciones del Seminario En Línea:

Levantar la mano	▶	Use la herramienta de **levantar la mano** cada vez que desee hacer un comentario público.
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.
	▶	Este símbolo indica que usted se encuentra en **silencio**, haga clic en este ícono para quitar el silenciador de su micrófono.
	▶	Este símbolo indica que su micrófono se encuentra **encendido**. Haga clic en este símbolo para silenciar su micrófono.
	▶	La herramienta de chat deben usarla los panelistas y asistentes únicamente para asuntos “pertinentes a la reunión”, ya que comentarios realizados a través de esta herramienta no se conservarán como parte del registro de la reunión. Consulte el **Comentario público verbal** en vivo para obtener instrucciones sobre cómo hacer un comentario público.

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

Descarga en el App Store

Obténla en Google Play

Teléfono:

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

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

Comentarios Públicos a Través de Zoom

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

Comentarios Públicos Realizados Únicamente por Teléfono

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

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

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

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

Instrucciones para brindar comentarios públicos en persona:

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

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

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

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

***Información de Contacto:** Comuníquese con el secretario de la Junta por correo electrónico en ClerkoftheBoard@sdmts.com, por teléfono al **(619) 398-9561** o por correo postal en **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**

Board of Directors

Agenda

September 17, 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 July 30, 2026 Board of Directors meeting minutes.	Approve
4.	**CEO Report**	Informational
5.	**Purchase of Class B Paratransit Vehicles – Contract Award** Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. B0804.0-27, with Model 1 Commercial Vehicles, Inc., for the purchase of twenty-two (22) propane-powered Class B Paratransit Vehicles in the amount of $4,885,015.52.	Approve
6.	**Ultrasonic Rail Testing Services – Contract Award** Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL469.0-26, with Smith-Emery Laboratories (Smith-Emery), for Ultrasonic Rail Testing Services for a five (5) year period, in the amount of $379,265.00.	Approve
7.	**Application for Volkswagen (VW) Environmental Mitigation Trust Fund Bus Replacement Program** Action would approve Resolution No. 26-14, authorizing the application for rebates of up to $813,500 in VW Trust funds for the current and future purchase of battery electric buses.	Approve

8. **Purchase of Bus Operator Uniforms – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. B0795.0-26, with Ace Uniforms LLC (Ace Uniforms), for the purchase of bus operator uniforms for a three (3) year base period with two (2) 1-year options, for a total of five (5) years in the amount of $913,162.11; and 2) Exercise the option years at the CEO's discretion.

9. **California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal Year (FFY) 2025 Federal Transit Administration (FTA) Section 5311 Formula Funding** Approve

Action would 1) Accept the allocation of $273,099 in FFY 2025 Section 5311 funds for operating assistance in rural areas; and 2) Ratify Resolution No. 25-05 adopted by the Board of Directors on June 26, 2025 (Agenda Item No. 8).

10. **Strategic Growth Council (SGC) – Transformative Climate Communities (TCC) Program Round 5- Award and Project Acceptance** Approve

Action would 1) Approve Resolution No. 26-17 authorizing the Chief Executive Officer (CEO) to accept the Round 5 SGC –TCC Program Grant via the San Diego Foundation in an amount of $1,807,400 for the 12th & Imperial Transit Center Project and Installation of a Mural; and 2) Authorize the CEO to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing a Subaward Agreement for the grant funded portion of the project.

11. **America Plaza Pedestrian Enhancements Project – Work Order Amendment** Approve

Action would 1) Ratify Work Order Amendment No. WOA2497-CM04.02, under MTS Doc No. G2497.0-21, with Jacobs Project Management Co. (Jacobs), in the amount of $148,868.00 for additional funding and revisions to Jacobs' personnel and classifications for construction management services; and 2) Authorize the Chief Executive Officers (CEO) to execute Work Order Amendment No. WOA2497-CM04.03, under MTS Doc No. G2497.0-21, with Jacobs, in the amount of $49,470.72 for additional funding to provide construction management services.

12. **Assessment Repair of Light Rail Vehicle (LRV) Couplers – Sole Source Award** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Purchase Order 4500073989, with Dellner, Inc. (Dellner), for the assessment and repair of five (5) LRV Couplers, in the amount of $193,055.65.

13. **Bogie Carset Repairs – Contract Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. L1704.0-25, with Siemens Mobility, Inc. (Siemens), for the repair of power trucks that were involved in the Light Rail Vehicles (LRV) 5027 accident, in the amount of $876,392.10.

14. **Bus Parts Supplies - Contract Amendment** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. B0791.0-26, with Cummins, Inc. (Cummins), for an additional sixteen (16) parts, in the amount of $1,950,048.24, for a new contract total of $8,335,315.28 (inclusive of CA sales tax).

15. **Investment Report – Quarter Ending June 30, 2026** — Informational

16. **Fiscal Year (FY) 2025-26 and FY 2026-27 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding** — Approve

Action would approve Resolution No. 26-15 in order to: 1) Approve the revised FY 2025-26 SB1 SGR funding to bring the total allocation to $5,754,706 to be used for the FY 2026 Bus Procurement Project as approved in the FY 2027 Capital Improvement Program (CIP); and 2) Authorize the use of, and application for, $6,005,661 in FY 2026-27 SB1 SGR funding to be used for the Orange Line Improvement Project - Phase 2.

17. **Fiscal Year (FY) 2025-26 and FY 2026-27 State Transit Assistance (STA) Claim and STA Interest Claim** — Approve

Action would approve Resolution No. 26-16 in order to: 1) Approve the revised FY 2025-26 STA funding to bring the total allocation to $31,548,749; and; 2) Authorize the use of, and application for $ 41,569,127 in FY 2026-27 STA funding to be used for the FY 2027 operating and capital projects.

18. **Board Policy No. 44 (MTS Travel Expense Policy) – Policy Revision** — Approve

Action would approve the proposed revisions to MTS Board Policy No. 44 (MTS Travel Expense Policy).

19. **Board Policy No. 30 (Investment Policy) – Policy Revision** — Approve

Action would approve and adopt the updated Board Policy No. 30 (Investment Policy).

20. **On-Call Job Order Contracting (JOC) Railroad General Electrical, Communication, and Traffic Signal Construction Services – Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL461.0-26, with HMS Construction, Inc. (HMS), for on-call railroad general electrical, communication, and traffic signal construction services, to not exceed the statutory JOC limits under Public Contract Code Section 20128.5, calculated to be in the amount of $6,642,000.00, for one (1) year beginning October 1, 2026.

21. **On-Call Job Order Contracting (JOC) Railroad Signals, Overhead Catenary Systems, and Trackwork Construction – Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL462.0-26, with HMS Construction, Inc. (HMS), for on-call railroad

signals, overhead catenary systems and, trackwork construction, to not exceed the statutory JOC limits under Public Contract Code Section 20128.5, calculated to be in the amount of $6,642,000.00, for one (1) year beginning October 1, 2026.

22. **Otay Mesa Transit Planning Study – Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3201.0-26, with HDR Engineering, Inc. (HDR), for the Otay Mesa Transit Planning Study for a total amount of $390,484.98.

23. **Beyer Blvd Pathway Beautification Construction – Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute the base bid contract to MTS Doc No. PWL471.0-26, with Weir Contracting Corporation (Weir), for the construction of the Beyer Blvd Pathway Beautification project in the amount of $2,245,019.00; 2) Authorize the CEO to execute contract alternate No.1 to provide and install the shade structure shown in the contract documents, in the amount of $240,000.00, bringing total expenditure authority to $2,485,019.00; and 3) Authorize the CEO to execute change orders totaling up to 10% of the base bid and alternate, in the amount of $248,502, bringing the total expenditure authority to $2,733,521.00.

24. **Security Services – Contract Amendment** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 9 to MTS Doc No. G2359.0-20, with Inter-Con Security Systems, Inc. (dba Inter-Con Security), to add contract capacity of $16,597,880.00 and extend the contract for one (1) year effective January 1, 2027 to December 31, 2027.

25. **43rd St. Traction Power Substation (TPSS) Replacement Alternating Current (AC) Switchgear Equipment Procurement – Sole Source Contract Award** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1716.0-27, a sole source award to RESA Power (RESA), in the amount of $292,492.35 for the purchase of AC switchgear equipment and testing.

26. **Revisions to Board Policy No. 26 (Disadvantaged Business Enterprise Program)** — Approve

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

27. **Mills Building Fire Sprinkler Repairs – Job Order Contract (JOC) Change Order** — Approve

Action would 1) Ratify Work Order MTSJOC441-05 under MTS Doc. No. PWG441.0-25, with ABC General Contractor, Inc. (ABCGC), in the amount of $96,834.67 for repair of the damaged fire sprinkler line at the Mills Building; and 2) Authorize the Chief Executive Officer (CEO) to execute Change Order MTSJOC44-05.01 under MTS Doc. No. PWG441.0-25, with ABCGC, in the

amount of $67,590.83, for the additional repairs to the ceiling and existing bird netting system.

28. **Kearny Mesa Transit Center (KMTC) Redevelopment – Work Order Agreement** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA353-AE-68 under MTS Doc No. PWL353.0-22, with Dokken Engineering, Inc. (Dokken), in the amount of $426,965.71 to provide preliminary design services for the KMTC.

29. **License Agreement for a Copley Park Division Digital Information Board Project; California Environmental Quality Act (CEQA) Exemption; and Approval of Project** — Approve

Action would 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G3205.0-26 with Clear Channel Outdoor, LLC, for a license agreement to construct and operate a digital information board at the Copley Park Division ("Project'") for a base period of 20 years and two (2) five (5)-year option periods; 2) Determine that the Project is statutorily and categorically exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code sections 21080.25 and 21080(b)(10), (11) and Title 14 of the California Code Regulations, sections 15275, 15303, 15311, and 15332; and 3) Certify that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.

30. **Fiscal Year (FY) 2027 Transportation Development Act (TDA) Claim** — Approve

Action would adopt Resolution Nos. 26-19, 26-20, and 26-21 approving FY 2027 TDA Article 4.0, 4.5, and 8.0 claims allocating $137,273,612 in TDA revenues for MTS.

31. **Sale of Twelve (12) Motor Coach Industries, Inc. (MCI) 45-foot D4500 Compressed Natural Gas (CNG) Commuter Coaches** — Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Negotiate the sale of twelve (12) MCI CNG buses (8500 Series); and 2) Take all actions necessary to fulfill the sale and transfer of vehicles, including executing Memorandum of Understanding (MOU) agreements for the sale of the vehicles.

32. **IAD & KMD Fluid Distribution System Replacement – Job Order Contract (JOC) Work Order** — Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC441-13 under MTS Doc. PWG441.0-25, with ABC General Contractor, Inc. (ABCGC), in the amount of $744,381.99 for the removal and replacement of the service fluid distribution systems currently in place in the service shops at both the Imperial Avenue Division (IAD) and Kearny Mesa Division (KMD) locations.

33. **Tenant Relocation Payment Approval – Clean Transit Advancement Campus** — Approve

Action would approve a payment to Sanwood Fine Carpentry & Construction Inc. (Sanwood) of $33,200.00 for business reestablishment expenses and $104,215.00 for Furniture, Fixtures and Equipment payments related to the relocation of the Sanwood business from the MTS-owned Clean Transit Advancement Campus (CTAC) property.

DISCUSSION ITEMS

34. **Comprehensive Operational Analysis (COA) Update (Brent Boyd)** — Informational

OTHER ITEMS

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

36. **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.

37. **Next Meeting Date**

The next Board of Director's meeting is scheduled for October 15, 2026 at 9:00am.

CLOSED SESSION

38. **Public Comment for Closed Session**

39. **Closed Session - Public Employee Performance Evaluation/ Conference with Labor Negotiators – Chief Executive Officer Pursuant to California Government Code Sections 54957 and 54957.6;** — Possible Action

Agency-Designated Representative: Stephen Whitburn, Chair
Employee: Sharon Cooney, CEO

ADJOURNMENT

40. **Adjournment**

Junta Directiva

Orden del día

17 de Septiembre de 2026 a las 9:00 a.m.

Participación presencial: James R. Mills Building, 1255 Imperial Avenue, 10th Floor Board Room, San Diego CA 92101

Participación por teleconferencia: (669) 254-5252; ID del seminario web: 160 280 5839, https://www.zoomgov.com/j/1602805839

No.	ASUNTO Y DESCRIPCIÓN DEL ÍTEM	ACCIÓN
1.	**Lista de asistencia**	
2.	**Comentarios públicos** Se limitarán a cinco oradores, con dos minutos por orado. Los demás asistentes serán escuchados una vez se analicen los temas de debate. Si tiene un informe que presentar, entregue copias de este al secretario de la Junta.	
TEMAS DE CONSENTIMIENTO		
3.	**Aprobación de las actas** La acción aprobaría las actas de la reunión de la Junta Directiva celebrada el 30 de Julio de 2026.	Aprobar
4.	**Informe de la directora ejecutiva**	Informativa
5.	**Adquisición de vehículos de paratránsito Clase B – Adjudicación del contrato** La acción autorizaría a la directora ejecutiva a formalizar el contrato MTS Doc. B0804.0-27 con Model 1 Commercial Vehicles, Inc., para la adquisición de veintidós (22) vehículos de paratránsito Clase B de propano, por un monto de $4 885 015,52.	Aprobar
6.	**Servicios de pruebas ultrasónicas de rieles – Adjudicación del contrato** La acción autorizaría a la directora ejecutiva a formalizar el contrato MTS Doc. No. PWL469.0-26 con Smith-Emery Laboratories (Smith-Emery) para la prestación de servicios de pruebas ultrasónicas de rieles durante un período de cinco (5) años, por un monto de $ 379 265,00	Aprobar
7.	**Solicitud para el Programa de reemplazo de autobuses del Fondo Fiduciario de Mitigación Ambiental de Volkswagen (VW)**	Aprobar

La acción aprobaría la Resolución No. 26-14, que autoriza la solicitud de reembolsos de hasta $813 500 de los fondos fiduciarios de VW para la adquisición actual y futura de autobuses eléctricos de batería.

8. **Adquisición de uniformes para operadores de autobuses – Adjudicación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a: 1) formalizar el contrato MTS Doc. No. B0795.0-26 con Ace Uniforms LLC (Ace Uniforms) para la adquisición de uniformes para los operadores de autobuses por un período inicial de tres (3) años, con dos (2) periodos opcionales de un (1) año, para un total de cinco (5) años, por un monto de $913 162,11; y 2) ejercer las opciones correspondientes a los años adicionales a discreción de la directora ejecutiva.

9. **Programa de proyectos del Departamento de Transporte de California (Caltrans) para los Fondos de Fórmula de la Sección 5311 de la Administración Federal de Tránsito (FTA, por sus siglas en inglés) del año fiscal federal (FFY, por sus siglas en inglés) 2025** — Aprobar

La acción 1) aceptaría la asignación de $273 099 correspondientes a los fondos de la Sección 5311 del FFY 2025, para la asistencia operativa en zonas rurales; y 2) ratificaría la Resolución No. 25-05, adoptada por la Junta Directiva el 26 de junio de 2025 (Punto No. 8 del orden del día).

10. **Consejo de Crecimiento Estratégico (SGC, por sus siglas en inglés) – Programa de Comunidades Climáticas Transformadoras (TCC, por sus siglas en inglés), Ronda 5 – Adjudicación y aceptación del proyecto** — Aprobar

La acción 1) aprobaría la Resolución No. 26-17, que autoriza a la directora ejecutiva a aceptar la subvención de la Ronda 5 del Programa SGC-TCC, a través de San Diego Foundation, por un monto de $1 807 400 para el proyecto del Centro de Transporte Público ubicado en 12th e Imperial y la instalación de un mural; y 2) autorizaría a la directora ejecutiva a tomar todas las medidas necesarias para cumplir con las obligaciones de MTS en virtud de la resolución, incluyendo la celebración de un acuerdo de subadjudicación para la parte del proyecto financiada por la subvención.

11. **Proyecto de mejoras peatonales en America Plaza – Modificación de la orden de trabajo** — Aprobar

La acción 1) ratificaría la modificación de la orden de trabajo No. WOA2497-CM04.02, en virtud del contrato MTS Doc. No. G2497.0-21 con Jacobs Project Management Co. (Jacobs), por un monto de $148 868,00, para proporcionar fondos adicionales y realizar revisiones al personal y las clasificaciones de Jacobs para los servicios de gestión de la construcción; y 2) autorizaría a la directora ejecutiva a formalizar la modificación de la orden de trabajo No. WOA2497-CM04.03, en virtud del contrato MTS Doc. No. G2497.0-21 con Jacobs, por un monto de $49 470,72, para proporcionar fondos adicionales destinados a los servicios de gestión de la construcción.

12. **Evaluación y reparación de acopladores de vehículos de tren ligero (LRV, por sus siglas en inglés) – Adjudicación mediante proveedor único** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar la orden de compra 4500073989 con Dellner, Inc. (Dellner) para la evaluación y reparación de cinco (5) acopladores de LRV, por un monto de $193 055,65.

13. **Reparaciones de bogies – Modificación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar la modificación No. 1 del contrato MTS Doc. No. L1704.0-25 con Siemens Mobility, Inc. (Siemens) para la reparación de los bogies motorizados que estuvieron involucrados en un accidente de vehículos de tren ligero (LRV) 5027, por un monto de $876 392,10.

14. **Suministros de repuestos para autobuses – Modificación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar la modificación No. 1 del contrato MTS Doc. No. B0791.0-26 con Cummins, Inc. (Cummins), para la adquisición de dieciséis (16) repuestos adicionales, por un monto de $1 950 048,24, lo que elevaría el monto total del contrato a $8 335 315,28 (incluido el impuesto sobre las ventas de California).

15. **Informe de inversiones – Trimestre finalizado el 30 de junio de 2026** — Informativa

16. **Financiamiento del Proyecto de Ley del Senado de California (SB 1) para el estado de buena reparación (SGR, por sus siglas en inglés) correspondiente a los años fiscales (FY, por sus siglas en inglés) 2025-26 y 2026-27** — Aprobar

La acción aprobaría la Resolución No. 26-15 con el fin de: 1) aprobar el financiamiento revisado del SB 1 para el SGR correspondiente al FY 2025-26, elevando la asignación total a $5 754 706, que se utilizará para el proyecto de adquisición de autobuses del FY 2026, según lo aprobado en el programa de mejoras de capital (CIP, por sus siglas en inglés) del FY 2027; y 2) autorizar el uso y la solicitud de $6 005 661 en fondos del SB 1 para el SGR correspondiente al FY 2026-27, que se utilizarán en la fase 2 del proyecto de mejoras de la Orange Line.

17. **Solicitud de fondos de Asistencia de Transporte Público del Estado (STA, por sus siglas en inglés) y de fondos correspondientes a intereses de la STA en los FY 2025-26 y 2026-27** — Aprobar

La acción aprobaría la Resolución No. 26-16 con el fin de: 1) aprobar la revisión del financiamiento de STA correspondiente al FY 2025-26, elevando la asignación total a $31 548 749; y 2) autorizar el uso y la solicitud de $41 569 127 en fondos de STA correspondientes al FY 2026-27, que se utilizarán para los proyectos operativos y de capital del FY 2027.

18. **Política No. 44 de la Junta (Política de gastos de viaje de MTS) –Revisión de la política** — Aprobar

La acción aprobaría las revisiones propuestas a la Política No. 44 de la Junta de MTS (Política de gastos de viaje de MTS).

19. **Política No. 30 de la Junta (Política de inversiones) – Revisión de la política** — Aprobar

La acción aprobaría y adoptaría la versión actualizada de la Política No. 30 de la Junta (Política de inversiones).

20. **Contratación por orden de trabajo (JOC, por sus siglas en inglés) para servicios generales de construcción ferroviaria, eléctricos, de comunicaciones y de señales de tránsito según sea necesario – Adjudicación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar el contrato MTS Doc. No. PWL461.0-26 con HMS Construction, Inc. (HMS) para la prestación, según sea necesario, de servicios generales de construcción ferroviaria, eléctricos, de comunicaciones y de señales de tránsito, sin exceder los límites legales de JOC establecidos en la Sección 20128.5 del Código de Contratos Públicos, por un monto calculado de $6 642 000,00, durante un período de un (1) año a partir del 1 de octubre de 2026.

21. **Contratación por orden de trabajo (JOC) para la construcción de sistemas de señales ferroviarias, sistemas de catenaria aérea y vías, según sea necesario – Adjudicación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar el contrato MTS Doc. No. PWL462.0-26 con HMS Construction, Inc. (HMS) para la construcción, según sea necesario, de sistemas de señales ferroviarias, sistemas de catenaria aérea y vías, sin exceder los límites legales de JOC establecidos en la Sección 20128.5 del Código de Contratos Públicos, por un monto calculado de $6 642 000,00, durante un período de un (1) año a partir del 1 de octubre de 2026.

22. **Estudio de planificación del transporte público de Otay Mesa – Adjudicación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar el contrato MTS Doc. No. G3201.0-26 con HDR Engineering, Inc. (HDR) para el Estudio de planificación del transporte público de Otay Mesa, por un monto total de $390 484,98.

23. **Proyectos de embellecimiento en el sendero de Beyer Blvd. –Adjudicación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a: 1) formalizar el contrato MTS Doc. No. PWL471.0-26 correspondiente a la oferta base con Weir Contracting Corporation (Weir) para la construcción de un proyecto de embellecimiento en el sendero de Beyer Blvd., por un monto de $2 245 019,00; 2) formalizar la alternativa No. 1 del contrato para suministrar e instalar la estructura de sombra indicada en el contrato, por un monto de $240 000,00, lo que elevaría el total de gastos autorizados a $2 485 019,00; y 3) emitir órdenes de cambio por un monto total de hasta el 10% de la oferta base y la oferta alternativa, equivalente a $248 502, lo que elevaría el total de gastos autorizados a $2 733 521,00.

24. **Servicios de seguridad – Modificación del contrato** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar la modificación No. 9 del contrato MTS Doc. No. G2359.0-20 con Inter-Con Security Systems, Inc. (que opera como Inter-Con Security), para agregar capacidad contractual por un monto de $16 597 880,00 y extender el contrato por un (1) año, con vigencia del 1 de enero de 2027 al 31 de diciembre de 2027.

25. **Adquisición de equipos de aparamenta de corriente alterna (AC, por sus siglas en inglés) para el reemplazo de la subestación de tracción eléctrica (TPSS, por sus siglas en inglés) de 43rd St. – Adjudicación del contrato mediante proveedor único** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar el contrato MTS Doc. No. L1716.0-27, adjudicado mediante proveedor único a RESA Power (RESA), por un monto de $292 492,35, para la compra de equipos de aparamenta de

26.	**Revisión de la Política No. 26 de la Junta (Programa de empresas comerciales en desventaja)** La acción aprobaría las revisiones de la Política No. 26 de la Junta (Programa de empresas comerciales en desventaja).	Aprobar
27.	**Reparaciones del sistema de rociadores contra incendios de Mills Building – Orden de cambio de contratación por orden de trabajo (JOC)** La acción 1) ratificaría la orden de trabajo MTSJOC441-05, en virtud del contrato MTS Doc. No. PWG441.0-25, con ABC General Contractor, Inc. (ABCGC), por un monto de $96 834,67, para reparar la tubería dañada del sistema de rociadores contra incendios de Mills Building; y 2) autorizaría a la directora ejecutiva a formalizar la orden de cambio MTSJOC44-05.01, en virtud del contrato MTS Doc. No. PWG441.0-25 con ABCGC, por un monto de $67 590,83, para realizar reparaciones adicionales en el techo y en el sistema existente de malla para aves.	Aprobar
28.	**Reurbanización del Centro de Transporte Público en Kearny Mesa (KMTC) – Acuerdo de la orden de trabajo** La acción autorizaría a la directora ejecutiva a formalizar la orden de trabajo WOA353-AE-68, en virtud del contrato MTS Doc. No. PWL353.0-22, con Dokken Engineering, Inc. (Dokken), por un monto de $426 965,71 para proporcionar servicios de diseño preliminar para el KMTC.	Aprobar
29.	**Acuerdo de licencia para la implementación de un panel digital de información en Copley Park Division; exención en virtud de la Ley de Calidad Ambiental de California (CEQA, por sus siglas en inglés); y aprobación del proyecto** La acción 1) autorizaría a la directora ejecutiva a formalizar el contrato MTS Doc. G3205.0-26 con Clear Channel Outdoor, LLC, para un acuerdo de licencia con el objetivo de construir y operar un panel digital de información en Copley Park Division (el "Proyecto"), por un período inicial de 20 años y dos (2) períodos opcionales de cinco (5) años cada uno; 2) determinaría que el Proyecto está exento, legal y categóricamente, de la evaluación ambiental conforme a la Ley de Calidad Ambiental de California, las Secciones 21080.25 y 21080(b)(10) y (11) del Código de Recursos Públicos, y las Secciones 15275, 15303, 15311 y 15332 del Título 14 del Código de Reglamentos de California; y 3) certificaría que el Proyecto será completado por trabajadores capacitados y especializados, de conformidad con los criterios establecidos en la Sección 21080.25 del Código de Recursos Públicos.	Aprobar
30.	**Solicitud de financiamiento de la Ley de Desarrollo del Transporte (TDA, por sus siglas en inglés) para el año fiscal (FY) 2027** La acción adoptaría las Resoluciones No. 26-19, 26-20 y 26-21, las cuales aprobarían las solicitudes correspondientes a los Artículos 4.0, 4.5 y 8.0 de la TDA para el FY 2027, asignando $137 273 612 en ingresos de la TDA a MTS.	Aprobar
31.	**Venta de doce (12) autobuses D4500 de 45 pies, propulsados por gas natural comprimido (CNG, por sus siglas en inglés) pertenecientes a Motor Coach Industries, Inc. (MCI)** La acción autorizaría a la directora ejecutiva a: 1) negociar la venta de doce (12) autobuses MCI propulsados por CNG (Serie 8500); y 2) tomar todas las medidas necesarias para efectuar la venta y transferencia de los vehículos, incluyendo la implementación de memorandos de entendimiento (MOU, por sus siglas en inglés) para la venta de los vehículos.	Aprobar

32. **Reemplazo del sistema de distribución de fluidos de IAD y KMD – Orden de trabajo por JOC** — Aprobar

La acción autorizaría a la directora ejecutiva a formalizar la orden de trabajo No. MTSJOC441-13, en virtud del contrato MTS Doc. PWG441.0-25, con ABC General Contractor, Inc. (ABCGC), por un monto de $744 381,99, para retirar y reemplazar los sistemas de distribución de fluidos de servicio que están instalados en los talleres de servicio ubicados en Imperial Avenue Division (IAD) y Kearny Mesa Division (KMD).

33. **Aprobación del pago por reubicación de arrendatario – Clean Transit Advancement Campus (Campus para el Avance del Transporte Limpio)** — Aprobar

La acción aprobaría un pago de $33 200,00 a Sanwood Fine Carpentry & Construction Inc. (Sanwood) por el restablecimiento de la actividad comercial y de $104 215,00 por concepto de pagos correspondientes a mobiliario, accesorios y equipos relacionados con la reubicación de las operaciones comerciales de Sanwood de las instalaciones del Clean Transit Advancement Campus (CTAC, por sus siglas en inglés), propiedad de MTS.

TEMAS DE DEBATE

34. **Actualización del Análisis Integral de Operaciones (COA, por sus siglas en inglés) (Brent Boyd)** — Informativa

OTROS ÍTEMS

35. **Comunicaciones del presidente, los miembros de la Junta y la directora ejecutiva**

36. **Continuación de los comentarios del público sobre asuntos no incluidos en el orden del día**

Este ítem es una continuación del punto No. 2 del orden del día (Comentarios del público), en caso de que no se haya llamado a todos los oradores que solicitaron hacer comentarios sobre el mismo. Si se reciben todos los comentarios del público durante el punto No. 2, no se aceptarán comentarios adicionales sobre este.

37. **Fecha de la próxima reunión**

La próxima reunión de la Junta Directiva está programada para el 15 de Octubre de 2026, a las 9:00 a.m.

SESIÓN PRIVADA

38. **Comentarios del público para la sesión privada**

Acción posible

39. **Sesión privada: Evaluación del desempeño de los empleados públicos / Conferencia con los negociadores laborales — Directora ejecutiva, de conformidad con las Secciones 54957 y 54957.6 del Código de Gobierno de California;**

Representante designado por la agencia: Stephen Whitburn, presidente
Empleado: Sharon Cooney, directora ejecutiva

CIERRE DE LA REUNIÓN

40. **Cierre de la reunión**

From: student513
To: MTS Clerk of the Board; mayortoddgloria@sandiego.gov; joelacava@sandiego.gov; jennifercampbell@sandiego.gov; stephenwhitburn@sandiego.gov; henryfoster@sandiego.gov; marnivonwilpert@sandiego.gov; kentlee@sandiego.gov; raulcampillo@sandiego.gov; vivianmoreno@sandiego.gov; seanelorivera@sandiego.gov
Subject: Concerns regarding predatory transit enforcement tactics during Comic-Con weekend
Date: Thursday, July 30, 2026 10:27:25 AM

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

Dear Clerk of the MTS Board, Mayor Gloria, and Members of the San Diego City Council,

As a local resident of San Diego, I am writing to express my strong frustration and disappointment regarding the transit enforcement tactics I witnessed on the Trolley downtown during Comic-Con Saturday. I request that this letter be entered into the official record for public comment at the next upcoming MTS Board of Directors meeting.

While I understand the logistical challenges of managing a massive city-wide event, the heavy presence of enforcement officers focusing strictly on ticketing riders—rather than guiding or helping them—was an incredibly bad look for our city.

The San Diego transit system relies on an open platform and "honor system" validators that can be highly confusing to out-of-town visitors who are completely unfamiliar with PRONTO cards or the rules of our local lines. During major events, our city should prioritize a hospitable, "education-first" approach to public transit. Instead, visitors who were clearly just ignorant of how our system functions were targeted with aggressive policing and punitive fines.

Treating tourists and confused riders like criminals hurts San Diego’s long-term economy. When visitors have their first experience in our city soured by a heavy-handed transit ticket, they may choose never to come back, directly impacting our local tourism revenue.

MTS security resources during major conventions should be utilized to assist with crowd navigation and public safety, not to corner confused out-of-towners for fare validation mistakes. I urge the MTS Board and city leadership to review these enforcement policies for future major events and shift the focus from strict revenue collection to constructive passenger service.

Thank you for your time and your attention to this matter.

Sincerely, a concerned person

Lucia Mansour

From: Garrett and Garrett <dengarrett@msn.com>
Sent: Tuesday, September 1, 2026 12:58 PM
To: Customer Feedback; parking@sdsu.edu; transportation@sdsu.edu; mvcomments@sdsu.edu; MTS Clerk of the Board
Subject: Follow-up to MTS Case 542869 — Request SDSU restore limited transit parking at Stadium Station

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

This is not a citation appeal. It is a request that SDSU negotiate a limited daily transit park-and-ride agreement with MTS at Stadium Station, following MTS Case 542869.

Dear SDSU Mission Valley / SDSU Transportation Services / MTS Board,
I am a nearby resident and longtime Green Line rider. I have used the old stadium parking to reach Stadium Station for about 20 years, including regular trips downtown.
MTS Customer Relations (Case 542869) confirmed that MTS previously had a parking agreement when the City owned the stadium site, and that MTS now says it "does not have the resources to acquisition more parking" because Snapdragon / SDSU Mission Valley is owned by the California State University system.
That answer explains the legal change. It does not fix the transit problem.
Stadium Station is useless as a neighborhood station if the people who live closest to it have nowhere legal to leave a car. Sending us to Old Town or El Cajon and then back past our own station is the opposite of encouraging ridership. It pushes nearby residents to drive the whole trip.
I am not asking SDSU to restore the old 19,000-space Qualcomm lot. I am asking for a practical replacement:

1. A written agreement between SDSU and MTS for a modest number of daily transit-only spaces next to Stadium Station on non-event days.
2. Clear rules and enforcement so riders are not forced onto dirt or into tow-risk lots.
3. Event-day exceptions that still give regular commuters a predictable option.

The City sale required SDSU to facilitate daily, efficient use of the Green Line station. Paid event lots and "park somewhere else on the line" do not meet that for people who live next to the station.
Please tell me who at SDSU has authority to negotiate a parking license with MTS, and whether MTS staff have been directed to request one.
Sincerely,
Dennis Garrett
dengarrett@msn.com
MTS Case 542869

From: customerfeedback@sdmts.com <customerfeedback@sdmts.com>
Sent: Tuesday, September 1, 2026 11:38 AM
To: DENGARRETT@MSN.COM
Subject: MTS Follow-Up, Case 542869 - Lack Of Free Parking Stadium Station

Dear Dennis,

Thank you for taking the time to contact MTS with your concerns. Our goal at MTS is to provide safe and reliable transit services to San Diego. When you experience problems with our buses and trolleys, or with the purchase of fare media, we want to hear about them so that the appropriate steps can be taken to prevent them from occurring in the future.

We apologize for the inconvenience and the trouble you experienced with the lack of free parking at Snapdragon Station. Unfortunately, MTS does not have the resources to acquisition more parking. Previously the stadium was owned by the City and MTS had an agreement with them. The Stadium, Snapdragon, is now owned by the California State University system.

Safety, on time performance, and good customer service are high priorities for MTS. We appreciate your feedback and your patronage to our services. We thank you for helping MTS improve our safety, reliability, and customer service. Please feel free to contact us any time.

Best Regards,

Sonia
MTS Customer Relations Department

Lucia Mansour

From: Garrett and Garrett <dengarrett@msn.com>
Sent: Wednesday, September 2, 2026 2:13 PM
To: MTS Clerk of the Board; Customer Feedback; parking@sdsu.edu; transportation@sdsu.edu; mvcomments@sdsu.edu
Subject: RE: Follow-up to MTS Case 542869 — Request SDSU restore limited transit parking at Stadium Station

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Subject: Supplement to MTS Case 542869 / Sept. 17 public comment — Stadium Station parking and missing Murphy Canyon access

Dear SDSU Mission Valley, SDSU Transportation Services, and MTS Board,
Please add this to **MTS Case 542869** and to my written public comment for the **September 17, 2026** Board meeting.
I live nearest Stadium Station and have used the old stadium parking for about 20 years to ride the Green Line downtown. MTS already confirmed the old City parking agreement ended when CSU/SDSU bought the site, and that MTS "does not have the resources to acquisition more parking." That answer names the owner. It does not solve the access problem now being made worse by new housing with no station connection.
1. More housing is being built with no trolley-road connection.
Phase 1 of the apartments at **9825 Stonecrest Blvd** (the former Fry's site) is still under construction: about **310 units** in two 5-story buildings, plus a parking structure. Local tracking has Phase 1 opening in **2027**, with leasing starting on the lower floors first. The full project remains entitled for about **1,118 units** across four phases. Nearby Cambridge Park and Arcadia at StoneCrest Village are already operating. The old retail idea never happened. That site is housing.
2. There is still no Murphy Canyon Road extension to Stadium Station.
There is no funded or active plan for a vehicle road from this area south to the Green Line Stadium Station at Snapdragon / SDSU Mission Valley. Bike and pedestrian links (Murphy Canyon Path and SDSU River Park connections) exist on paper and in pieces. That is not a substitute for regular riders, families, night trips, or people who cannot use an isolated trail.
3. The path is not a reliable replacement for parking + trolley.
There has been no major official fix for the Murphy Canyon Path-to-trolley connection. Daytime use of the more developed River Park segments is common. Isolated or dusk/night stretches are still the ones people treat with caution. Asking nearby residents to walk an incomplete canyon path, or to drive to Old Town or El Cajon and then ride back past Stadium Station, is not a transit plan. It is a reason people keep driving.
4. This undercuts the stated ridership / pollution goal.
SDSU and MTS say the site was designed to put people on the trolley. Then they removed the free parking that made Stadium Station usable for the closest neighborhoods, did not replace the City agreement, and are adding more than a thousand entitled units nearby without a road to the station. The result is predictable: more cars on Friars, I-15, and I-8, and less local trolley use.
I am not asking SDSU to rebuild the old Qualcomm lot. I am asking for a written, specific response:

1. Will SDSU lease MTS a modest number of **daily transit-only spaces** at Stadium Station on non-event days?
2. Who at SDSU has authority to negotiate that license?

3. Is there any funded plan, even long-range, for a **Murphy Canyon vehicle connection** to Stadium Station?
4. If the answer to both parking and the road is "no," how do SDSU and MTS expect Stonecrest / Serra Mesa residents to use the station they were told would reduce traffic?

Please do not close this as a customer-service inconvenience. The Board should direct MTS staff to request a written parking agreement from SDSU before the 2027 Phase 1 opening adds more trips with no last-mile access.
Sincerely,
Dennis Garrett
MTS Case 542869

From: MTS Clerk of the Board <ClerkoftheBoard@sdmts.com>
Sent: Wednesday, September 2, 2026 12:59 PM
To: Garrett and Garrett <dengarrett@msn.com>; Customer Feedback <customerfeedback@sdmts.com>; parking@sdsu.edu; transportation@sdsu.edu; mvcomments@sdsu.edu; MTS Clerk of the Board <ClerkoftheBoard@sdmts.com>
Subject: RE: Follow-up to MTS Case 542869 — Request SDSU restore limited transit parking at Stadium Station

Good Afternoon,

Your email has been received, and your request/suggestion has been forwarded to MTS officials to review and will also be included in the public comment list at the September 17, 2026, Board meeting.

Thank you,

Lucia Mansour
Executive Assistant to CEO and Clerk of the Board
San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
T: 619.398.9561 I C: 619.791.5760

From: Garrett and Garrett <dengarrett@msn.com>
Sent: Tuesday, September 1, 2026 12:58 PM
To: Customer Feedback <customerfeedback@sdmts.com>; parking@sdsu.edu; transportation@sdsu.edu; mvcomments@sdsu.edu; MTS Clerk of the Board <ClerkoftheBoard@sdmts.com>
Subject: Follow-up to MTS Case 542869 — Request SDSU restore limited transit parking at Stadium Station

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Dear SDSU Mission Valley / SDSU Transportation Services / MTS Board,
I am a nearby resident and longtime Green Line rider. I have used the old stadium parking to reach Stadium Station for about 20 years, including regular trips downtown.

MTS Customer Relations (Case 542869) confirmed that MTS previously had a parking agreement when the City owned the stadium site, and that MTS now says it “does not have the resources to acquisition more parking” because Snapdragon / SDSU Mission Valley is owned by the California State University system.
That answer explains the legal change. It does not fix the transit problem.
Stadium Station is useless as a neighborhood station if the people who live closest to it have nowhere legal to leave a car. Sending us to Old Town or El Cajon and then back past our own station is the opposite of encouraging ridership. It pushes nearby residents to drive the whole trip.
I am not asking SDSU to restore the old 19,000-space Qualcomm lot. I am asking for a practical replacement:

1. A written agreement between SDSU and MTS for a modest number of daily transit-only spaces next to Stadium Station on non-event days.
2. Clear rules and enforcement so riders are not forced onto dirt or into tow-risk lots.
3. Event-day exceptions that still give regular commuters a predictable option.

The City sale required SDSU to facilitate daily, efficient use of the Green Line station. Paid event lots and “park somewhere else on the line” do not meet that for people who live next to the station.
Please tell me who at SDSU has authority to negotiate a parking license with MTS, and whether MTS staff have been directed to request one.
Sincerely,
Dennis Garrett
dengarrett@msn.com
MTS Case 542869

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Sent: Tuesday, September 1, 2026 11:38 AM
To: DENGARRETT@MSN.COM
Subject: MTS Follow-Up, Case 542869 - Lack Of Free Parking Stadium Station

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Thank you for taking the time to contact MTS with your concerns. Our goal at MTS is to provide safe and reliable transit services to San Diego. When you experience problems with our buses and trolleys, or with the purchase of fare media, we want to hear about them so that the appropriate steps can be taken to prevent them from occurring in the future.

We apologize for the inconvenience and the trouble you experienced with the lack of free parking at Snapdragon Station. Unfortunately, MTS does not have the resources to acquisition more parking. Previously the stadium was owned by the City and MTS had an agreement with them. The Stadium, Snapdragon, is now owned by the California State University system.

Safety, on time performance, and good customer service are high priorities for MTS. We appreciate your feedback and your patronage to our services. We thank you for helping MTS improve our safety, reliability, and customer service. Please feel free to contact us any time.

Best Regards,

Sonia
MTS Customer Relations Department

MINUTES

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

BOARD OF DIRECTORS

July 30, 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

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

2. Public Comment

Lori Saldaña – provided a verbal statement to the Board during the meeting. Lori addressed the Board regarding allegations that a former Board member sexually assaulted a former employee. She questioned whether Board members were aware that former Chair Nathan Fletcher allegedly carried a concealed weapon into the building and noted that elected officials were not required to pass through security screening when entering the building. She also expressed concern that MTS was seeking approximately $1 million in legal fees from the complainant, Grecia Figueroa, and stated that such action was unfair to a survivor of sexual assault. Ms. Saldaña urged the Board to reconsider the request for legal fees and questioned who authorized it.

Andrew Latham Staples – did not provide a public comment, he instead gave his 2 minutes of speaking time to Lori Saldana.

CONSENT ITEMS (ITEMS TAKEN OUT OF ORDER):

3. Approval of Minutes
Action would approve the June 18, 2026 Board of Directors meeting minutes.

4. CEO Report

5. Building C Crane Replacement – Work Order Agreement
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC441-06 under MTS Doc. PWG441.0-25, with ABC General Contractor, Inc. (ABCGC), in the amount of $338,841.87 for the removal and replacement of both overhead bridge cranes serving Trolley Maintenance Building C with higher-capacity cranes.

6. Grantville Transit Center Bus Bay Improvements – Work Order Agreement
Action would authorizes the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC457-02 under MTS Doc. PWG457.0-26, with ABC General Contractor, Inc. (ABCGC), in the amount of $201,481.94 for the replacement of four (4) bus shelters that are no longer in a State of Good Repair, and the removal, alteration, and replacement of existing vehicular paving, pedestrian paving, and curb to allow for safer bus movements and passenger loading throughout the Grantville Transit Center.

7. Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities – SANDAG Cycle 12 – Grant Award
Action would 1) Accept the Section 5310 Enhanced Mobility for Seniors and Individuals with

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Disabilities Cycle 12 awarded by the San Diego Association of Governments (SANDAG) in the amount of $952,861 for paratransit vehicle procurement; and 2) Authorize $389,907.86 in local matching funds to fully fund the purchase of six (6) Americans with Disabilities Act (ADA) paratransit vehicles.

8. Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities – SANDAG Cycle 13 – Grant Award

Action would 1) Accept the Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Cycle 13 awarded by the San Diego Association of Governments (SANDAG) in the amount of $749,642.57 for paratransit vehicle procurement; and 2) Authorize $369,331.48 in local matching funds to fully fund the purchase of five (5) Americans with Disabilities Act (ADA) paratransit vehicles.

9. Bus Brake Subcomponents - Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. B0797.0-26, with EW Truck & Equipment Co. Inc (EW Truck), to furnish Bus Brake Subcomponents for five (5) years in an amount not to exceed $538,881.64 (inclusive of 7.75% CA sales tax); 2) Execute MTS Doc. No. B0798.0-26, with The Aftermarket Parts Company, LLC dba NFI Parts (NFI), to furnish Bus Brake Subcomponents for five (5) years in an amount not to exceed $281,573.24 (inclusive of 7.75% CA sales tax); 3) Execute MTS Doc. No. B0799.0-26, with Vehicle Maintenance Program, Inc. (VMP), to furnish Bus Brake Subcomponents for five (5) years in an amount not to exceed $690,009.46 (inclusive of 7.75% CA sales tax); 4) Execute MTS Doc. No. B0800.0-26, with Mohawk Manufacturing & Supply Co (Mohawk), to furnish Bus Brake Subcomponents for five (5) years in an amount not to exceed $275,449.64 (inclusive of 7.75% CA sales tax); and 5) Execute MTS Doc. No. B0801.0-26, with Muncie Reclamation and Supply Co (Muncie), to furnish Bus Brake Subcomponents for five (5) years in an amount not to exceed $380,602.18 (inclusive of 7.75% CA sales tax)

10. California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal Year (FFY) 2026 Federal Transit Administration (FTA) Section 5311 Formula Funding

Action would approve Resolution No. 26-09, authorizing the use of and application for $458,073 of FFY 2026 Section 5311 funds for operating assistance in rural areas.

11. California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal Year (FFY) 2026 Federal Transit Administration (FTA) Intercity Bus Program 5311(f) - Competitive Funding

Action would approve Resolution No. 26-10, authorizing the use of and application for $300,000 of FFY 2026 Section 5311(f) – Competitive funding for operating assistance in non-urbanized areas.

12. Bus Engine and Transmission Overhaul - Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. B0802.0-26, with Harbor Diesel & Equipment, Inc., dba HD Industries (Harbor Diesel), in the amount of $6,755,731.05 (inclusive of CA 7.75% sales tax) for five (5) years, effective August 1, 2026, for the provision of Rebuilt ZF Transmissions (Group I) services and 2) Execute MTS Doc. No. B0803.0-26, with Cummins Inc. dba Cummins Sales and Service (Cummins), in the

amount of $14,364,524.83 (inclusive of CA 7.75% sales tax) for five (5) years, effective August 1, 2026, for the provision of In-frame Engine Overhaul (Group II) services

13. Pyramid Building Structural Repairs – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG470.0-26, with ABC General Contractor, Inc. (ABCGC), in the amount of $898,497.52 for the complete structural upgrade and repair of the Pyramid Building.

14. Imperial Avenue Division Richard A. Murphy (IAD RAM) Building Roofing Replacement – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB466.0-26, with Chambers Inc. dba Roof Construction (Chambers), in the amount of $350,600.00 for the construction of the IAD RAM building roofing replacement.

15. Adoption of 2026 Conflict of Interest Code – Amendment
Action would 1) Adopt Resolution No. 26-13 amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2026 MTS Conflict of Interest Code; and 3) Forward the amended 2026 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body)

16. San Diego Metropolitan Transit System (MTS) Employees Updated List Authorized to Transfer Funds to and from Local Agency Investment Fund (LAIF) Accounts – Resolution
Action would approve Resolution No. 26-11 and Resolution No. 26-12 to update the list of MTS employees authorized to transfer funds to and from the MTS and San Diego Transit Corporation (SDTC) LAIF investment accounts, administered by the State Treasurer.

17. Operations Budget Status Report for May 2026

18. Purchase of Special Trackwork for the Broadway Wye Improvements – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1714.0-26, with Voestalpine Railway Systems Nortrak LLC (Nortrak), for the purchase of Special Trackwork for the Broadway Wye Improvements in the amount of $2,058,158.61 (inclusive of 7.75% CA Sales Tax).

19. Downtown Parallel Feeder and Street Trackage Replacement – Work Order Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. WOA354-AE-59.01 under MTS Doc. PWL354.0-22, with Mott McDonald (MM), in the amount of $265,817.87 for the additional engineering services needed for the special track replacement at Park Boulevard and K Street and Park Boulevard and L Street as part of the Downtown Parallel Feeder and Street Trackage Replacement Project.

20. Proposed Revisions to San Diego Metropolitan Transit System (MTS) Board Policy No. 35 “Drug and Alcohol Policy”
Action would approve the proposed revisions to Board Policy No. 35 “Drug and Alcohol Policy”.

21. Tenable Cybersecurity Software Renewal – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3243.0-26, with DI Technology Group Inc (DI Technology), to provide Tenable Cybersecurity Software subscription renewal, for a contract period of five (5) years, in the amount of $805,475.00.

22. Grossmont Transit Center - Elevator Modernization Design Build – Contract Award
Action would 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc No. PWL465.0-26, with Structura Builders of California Joint Venture (Structura), in the amount of $2,117,654.88 for the modernization of two (2) elevators and stair tower improvements at the Grossmont Transit Center and 2) Authorize a 10% contingency fund of $211,765.49 for contract changes orders pursuant to Board Policy 41.4.4.

23. Proposed Amendments to For-Hire Vehicle Services Regulations within MTS Ordinance No. 11 and MTS Board Policy No. 34
Action would adopt the proposed amendments to Ordinance No. 11 “An Ordinance Providing for the Licensing and the Regulating of Transportation Services Within the City and County by the Adoption of a Uniform Paratransit Ordinance” and revisions to Board Policy No. 34 “For-Hire Vehicle Services”.

Public Comment

There were no Public Comments.

Board Comment

There were no Board Comments.

Action on Recommended Consent Items No. 14

Board Member Hall moved to approve Consent Agenda Item No. 14. Board Member McCann seconded the motion, and the vote was 9 to 0 in favor with Board Member Montgomery Steppe, Board Member Vaus, Board Member Moreno, Board Member Elo-Rivera and Board Member Gloria absent and Board Member Leyba-Gonzalez recusing.

Action on Recommended Consent Items No. 3 - 23 (Excluding Consent Item 14)

Board Member Hall moved to approve Consent Agenda Item Nos. 3 to 13 and 15 to 23. Board Member Arapostathis seconded the motion, and the vote was 10 to 0 in favor with Board Member Montgomery Steppe, Board Member Vaus, Board Member Moreno, Board Member Elo-Rivera and Board Member Gloria absent.

OTHER ITEMS:

24. Chair, Board Member and Chief Executive Officer’s (CEO’s) Communications

Sharon Cooney, MTS CEO, recognized and thanked MTS staff for their exceptional service during Comic-Con week. She reported that trolley ridership increased by 343,000 passengers and bus ridership increased by 33,000 passengers, an increase of 40,000 more passengers than last year’s Comic-Con. Ms. Cooney stated that the event had great media coverage, including an article announcing the 45 fully wrapped trolleys promoting Comic-Con. She added that another highlight of the event was the commemorative Comic-Con pins at the Transit Store.

Ms. Cooney stated that the pins were sold out and a scavenger hunt was also held to provide the public with an opportunity to win a pin. She stated that the scavenger hunt was highly successful and generated significant exposure on social media.

Vice Chair Goble congratulated staff and stated that both fare revenue and non-fare revenue reflected MTS's exceptional efforts. He also commended staff for their preparedness and coordination across operations, marketing and other departments, noting that MTS successfully ensured transit services ran smoothly throughout Comi-Con.

Board Member Arapostathis thanked staff for the transit service during Comic-Con. He noted that many tourists stayed in La Mesa because of its convenient Trolley access to Comic-Con and some attendees traveled from Alpine to connect to the trolley. Board Member Arapostathis stated that these interactions highlighted the regional and national draw of the event and reiterated appreciation to MTS staff for their efforts in providing reliable transit services. Vice Chair Goble congratulated Board Member Arapostathis on the Spring Street housing project.

Board Member Fernandez reported receiving several emails from residents regarding the reliability of Rapid Route 225, including concerns about canceled trips during peak commute hours and overcrowded buses. He emphasized the importance of reliable serve and expressed a commitment to working with staff and fellow Board Members to address these concerns.

25. Remainder of Public Comments Not on The Agenda

There were no additional public comments.

ADJOURNMENT

26. Next Meeting Date

The next regularly scheduled Board meeting is September 17, 2026 at 9:00 a.m.

27. Adjournment

The meeting was adjourned at 9:19 a.m.

_____
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

Attachment: A. Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): July 30,2026 CALL TO ORDER (TIME): 9:06 a.m.
RECESS: RECONVENE:
CLOSED SESSION: RECONVENE:
ORDINANCES ADOPTED: ADJOURN: 9:19 a.m.

JURISDICTION	BOARD MEMBER		ALTERNATE		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
City of Chula Vista	Cesar Fernandez	☒	Jose Preciado	☐	9:06 a.m.	9:19 a.m.
City of Chula Vista	John McCann	☒	Jose Preciado	☐	9:06 a.m.	9:19 a.m.
City of Coronado	Carrie Downey	☒	Mark Fleming	☐	9:06 a.m.	9:19 a.m.
County of San Diego	Monica Montgomery Steppe	☐	Paloma Aguirre	☐	ABSENT	ABSENT
City of El Cajon	Steve Goble (Vice-Chair)	☒	Phil Ortiz	☐	9:06 a.m.	9:19 a.m.
City of Imperial Beach	Matthew Leyba-Gonzalez	☒	Mariko Nakawatase	☐	9:06 a.m.	9:19 a.m.
City of La Mesa	Patricia Dillard	☐	Mark Arapostathis	☒	9:06 a.m.	9:19 a.m.
City of Lemon Grove	Jennifer Mendoza	☒	Seth Smith	☐	9:06 a.m.	9:19 a.m.
City of National City	Marcus Bush	☒	Jose Rodriguez	☐	9:10 a.m.	9:19 a.m.
City of Poway	Steve Vaus	☐	Peter De Hoff	☐	ABSENT	ABSENT
City of San Diego	Vivian Moreno	☐	Jennifer Campbell	☐	ABSENT	ABSENT
City of San Diego	Sean Elo-Rivera	☐	Joe LaCava	☐	ABSENT	ABSENT
City of San Diego	Todd Gloria	☐	Henry Foster	☐	ABSENT	ABSENT
City of San Diego	Stephen Whitburn (Chair)	☐	Kent Lee	☒	9:06 a.m.	9:19 a.m.
City of Santee	Ronn Hall	☒	Laura Koval John Minto	☐ ☐	9:06 a.m.	9:19 a.m.

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

Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Chief Executive Officer's (CEO) Report

INFORMATIONAL

CONTRACTS AND OTHER AGREEMENTS

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of purchase orders, contracts, work orders, permits, and other agreements that have been approved within the CEO's authority (up to and including $150,000) for the period July 23, 2026 – September 9, 2026. See Attachments A and B.

CEO TRAVEL REPORT (since last Board meeting)

September 1-2, 2026 - American Public Transportation Association (APTA) Nominating Committee (Chicago, IL)

BOARD MEMBER TRAVEL REPORT (since last Board meeting)

N/A

LEGISLATIVE AND ADVOCACY SUMMARY UPDATES

Attached are the recent legislative and advocacy updates since the last Board of Directors meeting. See Attachment C.

In August 2026, CEO Sharon Cooney was appointed as Chair of the California Transit Association (CTA) Transit Funding Task Force. The CTA is a non-profit advocacy organization that represents public transit systems, rail and ferry operators, and industry businesses across California. The Transit Funding Task Force at CTA focuses on CTA's top priority of *influencing state and federal decision makers to enact policies and funding solutions supporting, expanding, developing, and advancing public transit.*

NOTABLE ACHIEVEMENTS (since last Board meeting)

APTA Outstanding Public Transportation Agency of the Year Award

On August 3, 2026, the American Public Transportation Association (APTA) announced that MTS has been awarded the organization's Outstanding Public Transportation Agency Award. The award recognizes transit systems that demonstrate exceptional leadership, serve as outstanding models of excellence, and advance the future of public transportation through innovation and achievement. The award will be presented to MTS representatives at the Annual Conference in October. See Attachment D.

APTA 2026 AdWheel Grand Award

On August 14, 2026, APTA announced that MTS was awarded the Grand Award in APTA's 2026 AdWheel Awards competition for marketing, communications, and customer experience. MTS was recognized as the winner of the Best Marketing and Communications to Increase Ridership category for its PRONTO Community Celebration Program for Fare Media. The award will be presented to MTS representatives at the Annual Conference in October.

The MTS Commemorative PRONTO Card Program celebrates the various communities of San Diego, focusing on the people, partners, and cultures that make our transit system and region thrive. To date, the program has partnered with local artists to create limited edition PRONTO cards commemorating the San Diego Padres (2023), San Diego Pride Parade and Festival (2023), Comic-Con (July 2024), Asian American and Pacific Islander (AAPI) Heritage Month (May 2025), Hispanic Heritage Month (September 2025), San Diego Football Club (September 2025), and Black History Month (February 2026).

See https://www.sdmts.com/fares/commemorative-card-program.

Attachments: A. Purchase Orders
B. Expense and Revenue Contracts
C. Legislative Updates
D. APTA Outstanding Public Transportation System Award Press Release

Purchase Orders							
PO Number	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400003952	7/23/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 442.83	$ -	$ -
4400003953	7/23/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 226.26	$ -	$ -
4400003954	7/23/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 381.76	$ -	$ -
4400003955	7/24/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 405.08	$ -	$ -
4400003956	7/24/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 709.41	$ -	$ -
4400003957	7/27/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 98.69	$ -	$ -
4400003958	7/27/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 70.17	$ -	$ -
4400003959	7/28/2026	Mcmaster-Carr Supply Co		G270-ELECTRICAL/LIGHTING	$ 110.61	$ -	$ -
4400003960	7/28/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 2,501.37	$ -	$ -
4400003961	7/28/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 74.57	$ -	$ -
4400003962	7/28/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 489.54	$ -	$ -
4400003963	7/29/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 35.30	$ -	$ -
4400003964	7/29/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 1,064.91	$ -	$ -
4400003965	7/29/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 100.34	$ -	$ -
4400003966	7/30/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 253.06	$ -	$ -
4400003967	7/31/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 1,989.02	$ -	$ -
4400003968	7/31/2026	W.W. Grainger Inc		G200-OFFICE SUPPLIES	$ 12.24	$ -	$ -
4400003969	8/3/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 46.26	$ -	$ -
4400003970	8/3/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 71.47	$ -	$ -
4400003971	8/4/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 532.46	$ -	$ -
4400003972	8/4/2026	Mcmaster-Carr Supply Co		G150-FASTENERS	$ 149.11	$ -	$ -
4400003973	8/4/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 183.24	$ -	$ -
4400003974	8/4/2026	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	$ 169.70	$ -	$ -
4400003975	8/5/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 55.68	$ -	$ -
4400003976	8/6/2026	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	$ 353.42	$ -	$ -
4400003977	8/6/2026	Mcmaster-Carr Supply Co		G150-FASTENERS	$ 66.74	$ -	$ -
4400003978	8/7/2026	W.W. Grainger Inc		F130-VEH HOISTS, JACKS	$ 289.59	$ -	$ -
4400003979	8/7/2026	W.W. Grainger Inc		G150-FASTENERS	$ 187.97	$ -	$ -
4400003980	8/7/2026	Mcmaster-Carr Supply Co		G150-FASTENERS	$ 151.60	$ -	$ -
4400003981	8/7/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 394.15	$ -	$ -
4400003982	8/7/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 438.42	$ -	$ -
4400003983	8/7/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 345.45	$ -	$ -
4400003984	8/7/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 213.20	$ -	$ -
4400003985	8/7/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 664.64	$ -	$ -
4400003986	8/10/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 56.14	$ -	$ -
4400003987	8/10/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 58.01	$ -	$ -
4400003988	8/12/2026	Mcmaster-Carr Supply Co		R230-RAIL/LRV MECHANICAL	$ 739.58	$ -	$ -
4400003989	8/13/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 465.64	$ -	$ -
4400003990	8/13/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 708.77	$ -	$ -
4400003991	8/13/2026	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	$ 849.16	$ -	$ -
4400003992	8/13/2026	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	$ 132.96	$ -	$ -
4400003993	8/14/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 15.51	$ -	$ -
4400003994	8/17/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 885.26	$ -	$ -
4400003995	8/18/2026	Mcmaster-Carr Supply Co		G190-SAFETY/MED SUPPLIES	$ 96.48	$ -	$ -
4400003996	8/18/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 1,156.59	$ -	$ -
4400003997	8/19/2026	W.W. Grainger Inc		R160-RAIL/LRV ELECTRICAL	$ 59.21	$ -	$ -
4400003998	8/20/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 209.45	$ -	$ -
4400003999	8/20/2026	Mcmaster-Carr Supply Co		M180-STATION ELECTRICAL	$ 37.55	$ -	$ -
4400004000	8/20/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 104.74	$ -	$ -
4400004001	8/21/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 202.85	$ -	$ -
4400004002	8/24/2026	W.W. Grainger Inc		G270-ELECTRICAL/LIGHTING	$ 141.69	$ -	$ -
4400004003	8/25/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 69.80	$ -	$ -
4400004004	8/25/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 97.17	$ -	$ -
4400004005	8/26/2026	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	$ 433.04	$ -	$ -
4400004006	8/26/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 102.93	$ -	$ -
4400004007	8/26/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 148.12	$ -	$ -
4400004008	8/26/2026	Mcmaster-Carr Supply Co		G270-ELECTRICAL/LIGHTING	$ 53.93	$ -	$ -
4400004009	8/26/2026	W.W. Grainger Inc		G200-OFFICE SUPPLIES	$ 249.15	$ -	$ -
4400004010	8/26/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 355.65	$ -	$ -
4400004011	8/26/2026	Mcmaster-Carr Supply Co		G150-FASTENERS	$ 61.84	$ -	$ -
4400004012	8/27/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 89.62	$ -	$ -
4400004013	8/27/2026	Mcmaster-Carr Supply Co		G270-ELECTRICAL/LIGHTING	$ 221.60	$ -	$ -
4400004014	9/1/2026	W.W. Grainger Inc		M110-SUB STATION	$ 662.16	$ -	$ -
4400004015	9/1/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 136.26	$ -	$ -
4400004016	9/1/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 118.74	$ -	$ -
4400004017	9/2/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 144.62	$ -	$ -
4400004018	9/4/2026	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	$ 1,260.52	$ -	$ -
4400004019	9/4/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 254.78	$ -	$ -
4400004020	9/4/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 336.04	$ -	$ -
4400004021	9/4/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 735.81	$ -	$ -
4400004022	9/4/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 36.51	$ -	$ -
4400004023	9/4/2026	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	$ 2,864.96	$ -	$ -
4400004024	9/8/2026	W.W. Grainger Inc		G180-JANITORIAL SUPPLIES	$ 442.12	$ -	$ -
4400004025	9/8/2026	Mcmaster-Carr Supply Co		G170-LUBRICANTS	$ 848.52	$ -	$ -
4400004026	9/9/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 85.32	$ -	$ -
4400004027	7/23/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 22.63	$ -	$ -
4500076623	7/23/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 543.49	$ -	$ -
4500076624	7/23/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 1,198.61	$ -	$ -
4500076625	7/23/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 42.56	$ -	$ -
4500076626	7/23/2026	Transit Holdings Inc		B130-BUS BODY	$ 240.73	$ -	$ -
4500076627	7/23/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 685.29	$ -	$ -

4500076628	7/23/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 156.57	$ -	$ -
4500076629	7/23/2026	VSI Technologies Inc	Woman Owned Business	G190-SAFETY/MED SUPPLIES	$ 145.47	$ -	$ -
4500076630	7/23/2026	E W Truck & Equipment Co Inc		B120-BUS MECHANICAL PARTS	$ 697.19	$ -	$ -
4500076631	7/23/2026	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	$ 142.83	$ -	$ -
4500076632	7/23/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 2,510.84	$ -	$ -
4500076633	7/23/2026	Muncie Reclamation and Supply		B160-BUS ELECTRICAL	$ 3,129.82	$ -	$ -
4500076634	7/23/2026	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	$ 1,749.87	$ -	$ -
4500076635	7/23/2026	RJ International LLC	DBE	G140-SHOP SUPPLIES	$ 1,819.91	$ -	$ -
4500076636	7/23/2026	San Diego Friction Products, Inc.		G160-PAINTS & CHEMICALS	$ 4,575.17	$ -	$ -
4500076637	7/23/2026	Vehicle Maintenance Program, In	Woman Owned Business	B120-BUS MECHANICAL PARTS	$ 3,011.19	$ -	$ -
4500076639	7/23/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 9.44	$ -	$ -
4500076640	7/23/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 2,263.73	$ -	$ -
4500076641	7/23/2026	R.S. Hughes Co Inc		B130-BUS BODY	$ 418.53	$ -	$ -
4500076642	7/23/2026	Pacific Rigging Loft Inc		G130-SHOP TOOLS	$ 485.98	$ -	$ -
4500076643	7/24/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 3,732.67	$ -	$ -
4500076644	7/24/2026	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	$ 263.32	$ -	$ -
4500076645	7/24/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 731.26	$ -	$ -
4500076646	7/24/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 973.93	$ -	$ -
4500076647	7/24/2026	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	$ 34,212.78	$ -	$ -
4500076648	7/24/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 3,822.43	$ -	$ -
4500076649	7/24/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 508.67	$ -	$ -
4500076650	7/24/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 171.21	$ -	$ -
4500076651	7/24/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 41.72	$ -	$ -
4500076652	7/24/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 1,050.41	$ -	$ -
4500076653	7/24/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 27.41	$ -	$ -
4500076654	7/24/2026	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	$ 2,875.26	$ -	$ -
4500076655	7/24/2026	Southern Counties Lubricants LL		G170-LUBRICANTS	$ 5,706.44	$ -	$ -
4500076656	7/24/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 5,687.95	$ -	$ -
4500076657	7/24/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 4,656.96	$ -	$ -
4500076658	7/24/2026	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	$ 18,900.06	$ -	$ -
4500076659	7/24/2026	Clean Diesel Specialists So Cal I		B250-BUS REPAIR PARTS	$ 3,067.58	$ -	$ -
4500076660	7/24/2026	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	$ 408.60	$ -	$ -
4500076661	7/27/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 50.42	$ -	$ -
4500076662	7/27/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 485.15	$ -	$ -
4500076663	7/27/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 450.38	$ -	$ -
4500076664	7/27/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 797.47	$ -	$ -
4500076665	7/27/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 2,262.00	$ -	$ -
4500076666	7/27/2026	Transit Holdings Inc		G140-SHOP SUPPLIES	$ 314.00	$ -	$ -
4500076667	7/27/2026	Muncie Reclamation and Supply		B250-BUS REPAIR PARTS	$ 1,467.30	$ -	$ -
4500076668	7/27/2026	VGP Holdings LLC		B200-BUS PWR TRAIN EQUIP	$ 2,649.03	$ -	$ -
4500076669	7/27/2026	RJ International LLC	DBE	G140-SHOP SUPPLIES	$ 2,370.50	$ -	$ -
4500076670	7/27/2026	Crossline Supply, LLC		B200-BUS PWR TRAIN EQUIP	$ 21,981.00	$ -	$ -
4500076671	7/27/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 2,796.12	$ -	$ -
4500076672	7/27/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 2,143.42	$ -	$ -
4500076673	7/27/2026	CDW LLC		I110-INFORMATION TECH	$ 4,975.41	$ -	$ -
4500076674	7/27/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 4,451.16	$ -	$ -
4500076675	7/27/2026	Southern Counties Oil Co, LP		A120-AUTO/TRUCK GASOLINE	$ 3,458.57	$ -	$ -
4500076676	7/27/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 16,422.09	$ -	$ -
4500076677	7/27/2026	W.W. Grainger Inc		F180-BUILDING MATERIALS	$ 519.54	$ -	$ -
4500076678	7/27/2026	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	$ 252.66	$ -	$ -
4500076679	7/27/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 3,951.21	$ -	$ -
4500076680	7/27/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 710.81	$ -	$ -
4500076681	7/27/2026	Sway Collective	Disabled Veteran Business	G260-MEDIA	$ 778.28	$ -	$ -
4500076682	7/27/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 43.10	$ -	$ -
4500076683	7/27/2026	San Diego Friction Products, Inc.		B110-BUS HVAC SYSTEMS	$ 614.82	$ -	$ -
4500076684	7/27/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,839.39	$ -	$ -
4500076685	7/27/2026	R.S. Hughes Co Inc		R120-RAIL/LRV CAR BODY	$ 2,981.76	$ -	$ -
4500076686	7/27/2026	GH Cranes & Components USA		C120-SPECIALTY CONTRACTOR	$ 113,075.00	$ -	$ -
4500076687	7/28/2026	Transit Holdings Inc		B130-BUS BODY	$ 87.05	$ -	$ -
4500076688	7/28/2026	Jamison Professional Services, I	DBE	G170-LUBRICANTS	$ 1,744.78	$ -	$ -
4500076689	7/28/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 743.48	$ -	$ -
4500076690	7/28/2026	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	$ 36,930.24	$ -	$ -
4500076691	7/28/2026	Dimensional Silk Screen Inc		G200-OFFICE SUPPLIES	$ 151.94	$ -	$ -
4500076692	7/28/2026	Transit Holdings Inc		B130-BUS BODY	$ 581.74	$ -	$ -
4500076693	7/28/2026	Transit Holdings Inc		B130-BUS BODY	$ 438.15	$ -	$ -
4500076694	7/28/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 990.83	$ -	$ -
4500076695	7/28/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 570.94	$ -	$ -
4500076696	7/28/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 499.77	$ -	$ -
4500076697	7/28/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 713.53	$ -	$ -
4500076700	7/28/2026	NantaMedia Holdings LLC		G260-MEDIA	$ 227.00	$ -	$ -
4500076701	7/28/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 1,529.04	$ -	$ -
4500076702	7/28/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 431.66	$ -	$ -
4500076703	7/28/2026	Southern Counties Lubricants LL		G170-LUBRICANTS	$ 4,707.82	$ -	$ -
4500076704	7/28/2026	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	$ 433.07	$ -	$ -
4500076705	7/28/2026	Roger Brav		F110-SHOP/BLDG MACHINERY	$ 288.19	$ -	$ -
4500076706	7/28/2026	Seon Design (USA) Corp.		R150-RAIL/LRV COMM EQUIP	$ 21,373.56	$ -	$ -
4500076707	7/28/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 20,714.40	$ -	$ -
4500076708	7/28/2026	Duncan Bolt Co	Small Business	G140-SHOP SUPPLIES	$ 444.84	$ -	$ -
4500076709	7/28/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 176.17	$ -	$ -
4500076710	7/28/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 3,150.22	$ -	$ -
4500076711	7/28/2026	Motion Industries, Inc.		G140-SHOP SUPPLIES	$ 924.61	$ -	$ -
4500076712	7/28/2026	Lisa Ynez Beetson	Minority Owned Business	G200-OFFICE SUPPLIES	$ 91.59	$ -	$ -
4500076713	7/28/2026	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	$ 5,370.30	$ -	$ -
4500076714	7/29/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 2,579.01	$ -	$ -
4500076715	7/29/2026	Devos LLC		R180-RAIL/LRV LIGHTING	$ 1,722.93	$ -	$ -
4500076716	7/29/2026	Pacific Star Corporation		G180-JANITORIAL SUPPLIES	$ 739.85	$ -	$ -

4500076717	7/29/2026	Norman Industrial Materials Inc.		F180-BUILDING MATERIALS	$ 1,103.80	$ -	$ -
4500076718	7/29/2026	E-Z Spring & Stamping inc.		T140-TRACK, TURNOUTS	$ 3,871.50	$ -	$ -
4500076719	7/29/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 100.77	$ -	$ -
4500076720	7/29/2026	Taylor DM Brands		G250-NOVELTIES & AWARDS	$ 975.96	$ -	$ -
4500076721	7/29/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 178.60	$ -	$ -
4500076722	7/29/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 3,677.30	$ -	$ -
4500076723	7/29/2026	Airgas Inc		G140-SHOP SUPPLIES	$ 3,458.52	$ -	$ -
4500076724	7/29/2026	Allied Refrigeration Inc		G170-LUBRICANTS	$ 206.88	$ -	$ -
4500076725	7/29/2026	American Battery Corporation	Small Business	G290-FARE REVENUE EQUIP	$ 63.66	$ -	$ -
4500076726	7/29/2026	Arizona Machinery LLC		R160-RAIL/LRV ELECTRICAL	$ 39.87	$ -	$ -
4500076727	7/29/2026	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	$ 6,758.10	$ -	$ -
4500076728	7/29/2026	Siemens Mobility, Inc.		I120-INFO TECH, SVCS	$ 63,255.00	$ -	$ -
4500076729	7/29/2026	Brady Industries of California, LL		G140-SHOP SUPPLIES	$ 728.61	$ -	$ -
4500076730	7/29/2026	Cummins Inc		B120-BUS MECHANICAL PARTS	$ 233.38	$ -	$ -
4500076731	7/29/2026	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	$ 120.68	$ -	$ -
4500076732	7/29/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 687.51	$ -	$ -
4500076733	7/29/2026	Don Oleson Inc	Small Business	G140-SHOP SUPPLIES	$ 362.04	$ -	$ -
4500076734	7/29/2026	Fastenal Company		G180-JANITORIAL SUPPLIES	$ 476.45	$ -	$ -
4500076735	7/29/2026	Genfare, LLC		G290-FARE REVENUE EQUIP	$ 742.45	$ -	$ -
4500076736	7/29/2026	Gillig LLC		B120-BUS MECHANICAL PARTS	$ 2,960.89	$ -	$ -
4500076737	7/29/2026	Harbor Diesel & Equipment, Inc		G170-LUBRICANTS	$ 6,936.81	$ -	$ -
4500076738	7/29/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 4,264.71	$ -	$ -
4500076739	7/29/2026	Hitachi Rail STS USA, Inc.		G130-SHOP TOOLS	$ 417.30	$ -	$ -
4500076740	7/29/2026	Hi-Tec Enterprises		R220-RAIL/LRV TRUCKS	$ 554.92	$ -	$ -
4500076741	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 637.37	$ -	$ -
4500076742	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 637.37	$ -	$ -
4500076743	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 637.37	$ -	$ -
4500076744	7/29/2026	Home Depot USA Inc		G140-SHOP SUPPLIES	$ 294.38	$ -	$ -
4500076745	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 637.37	$ -	$ -
4500076746	7/29/2026	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	$ 314.63	$ -	$ -
4500076747	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 637.37	$ -	$ -
4500076748	7/29/2026	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	$ 3,073.05	$ -	$ -
4500076749	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 614.04	$ -	$ -
4500076750	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 614.04	$ -	$ -
4500076751	7/29/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 614.04	$ -	$ -
4500076752	7/29/2026	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	$ 2,664.15	$ -	$ -
4500076753	7/29/2026	Jamaica Bearings Co Inc		R220-RAIL/LRV TRUCKS	$ 17,874.95	$ -	$ -
4500076754	7/29/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 1,336.40	$ -	$ -
4500076755	7/29/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 226.38	$ -	$ -
4500076756	7/29/2026	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	$ 1,955.66	$ -	$ -
4500076757	7/29/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,981.40	$ -	$ -
4500076758	7/30/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 36.72	$ -	$ -
4500076759	7/30/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 192.33	$ -	$ -
4500076760	7/30/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 474.30	$ -	$ -
4500076761	7/30/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 171.97	$ -	$ -
4500076762	7/30/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 170.58	$ -	$ -
4500076763	7/30/2026	Open Transit Software		I120-INFO TECH, SVCS	$ 2,000.00	$ -	$ -
4500076764	7/30/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 311.18	$ -	$ -
4500076765	7/30/2026	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	$ 1,536.90	$ -	$ -
4500076766	7/30/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 1,002.08	$ -	$ -
4500076767	7/30/2026	Emilia P. Ringpis		P160-EQUIPMENT RENTALS	$ 772.00	$ -	$ -
4500076768	7/30/2026	Tacos and Gorditas		P440-CATERING SERVICES	$ 4,752.38	$ -	$ -
4500076769	7/30/2026	El Tigre Enterprise Inc		P440-CATERING SERVICES	$ 1,200.00	$ -	$ -
4500076770	7/30/2026	ON-LINE STAMPCO INC	Small Business	G250-NOVELTIES & AWARDS	$ 507.78	$ -	$ -
4500076771	7/30/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 203.59	$ -	$ -
4500076772	7/30/2026	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	$ 1,887.81	$ -	$ -
4500076773	7/30/2026	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	$ 1,708.92	$ -	$ -
4500076774	7/30/2026	The Gordian Group, Inc.		C110-GENERAL CONTRACTORS	$ 2,488.20	$ -	$ -
4500076775	7/30/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 4,499.81	$ -	$ -
4500076776	7/30/2026	OneSource Distributors, LLC		G140-SHOP SUPPLIES	$ 1,408.39	$ -	$ -
4500076777	7/30/2026	Graybar Electric Co Inc		M180-STATION ELECTRICAL	$ 2,544.87	$ -	$ -
4500076778	7/30/2026	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	$ 1,590.71	$ -	$ -
4500076779	7/30/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 82.52	$ -	$ -
4500076780	7/30/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 329.77	$ -	$ -
4500076781	7/30/2026	Facility Solutions Group, Inc.		M180-STATION ELECTRICAL	$ 186.19	$ -	$ -
4500076782	7/30/2026	Genuine Parts Company Inc		B120-BUS MECHANICAL PARTS	$ 50.62	$ -	$ -
4500076783	7/30/2026	Kurt Morgan		G200-OFFICE SUPPLIES	$ 1,512.23	$ -	$ -
4500076784	7/30/2026	Laird Plastics, Inc		F180-BUILDING MATERIALS	$ 3,585.93	$ -	$ -
4500076785	7/30/2026	Louis Sardo Upholstery Inc		B130-BUS BODY	$ 579.16	$ -	$ -
4500076786	7/30/2026	MAC-IMPULSE, LLC		M120-OVRHEAD CATENARY SY	$ 10,507.57	$ -	$ -
4500076787	7/30/2026	Magaldi & Magaldi Inc		B200-BUS PWR TRAIN EQUIP	$ 907.67	$ -	$ -
4500076788	7/30/2026	Marco's Canopies Inc		G140-SHOP SUPPLIES	$ 3,307.93	$ -	$ -
4500076789	7/30/2026	Maxwell Industries R&D, Inc.		R130-RAIL/LRV COUPLER	$ 52,340.64	$ -	$ -
4500076790	7/30/2026	Mcmaster-Carr Supply Co		M140-WAYSIDE SIGNALS	$ 234.37	$ -	$ -
4500076791	7/30/2026	Midwest Motor Supply Co. Inc		G180-JANITORIAL SUPPLIES	$ 932.51	$ -	$ -
4500076792	7/30/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 3,347.94	$ -	$ -
4500076793	7/30/2026	W.W. Grainger Inc		G270-ELECTRICAL/LIGHTING	$ 261.81	$ -	$ -
4500076794	7/30/2026	Joseph Jarjura		P490-MANAGEMENT TRAINING	$ 972.00	$ -	$ -
4500076795	7/30/2026	Rockwest Technology Group Inc		G200-OFFICE SUPPLIES	$ 4,452.75	$ -	$ -
4500076796	7/31/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 1,626.08	$ -	$ -
4500076797	7/31/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 255.69	$ -	$ -
4500076798	7/31/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 29,498.76	$ -	$ -
4500076799	7/31/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 1,527.15	$ -	$ -
4500076800	7/31/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 7,101.81	$ -	$ -
4500076801	7/31/2026	Transit Holdings Inc		B130-BUS BODY	$ 3,096.56	$ -	$ -
4500076802	7/31/2026	Dimensional Silk Screen Inc		R120-RAIL/LRV CAR BODY	$ 808.13	$ -	$ -

4500076803	7/31/2026	Init Innovations in Transportation		B190-BUS FARE EQUIP	$ 702.55	$ -	$ -
4500076804	7/31/2026	Init Innovations in Transportation		B190-BUS FARE EQUIP	$ 831.85	$ -	$ -
4500076805	7/31/2026	Allied Refrigeration Inc		F110-SHOP/BLDG MACHINERY	$ 353.52	$ -	$ -
4500076806	7/31/2026	Init Innovations in Transportation		B190-BUS FARE EQUIP	$ 250.00	$ -	$ -
4500076807	7/31/2026	Init Innovations in Transportation		B190-BUS FARE EQUIP	$ 487.05	$ -	$ -
4500076808	7/31/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 172.51	$ -	$ -
4500076809	7/31/2026	Ace Uniforms LLC	Small Business	G120-SECURITY	$ 284.40	$ -	$ -
4500076810	7/31/2026	All Industrial Tool Supply		G130-SHOP TOOLS	$ 2,346.11	$ -	$ -
4500076811	7/31/2026	Network Industries, Inc.		P130-EQUIP MAINT REPR SVC	$ 2,442.10	$ -	$ -
4500076812	7/31/2026	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	$ 1,038.09	$ -	$ -
4500076813	7/31/2026	Gemini Forest Products Inc	Small Business	T110-TRACK, RAIL	$ 4,616.44	$ -	$ -
4500076814	7/31/2026	Muncie Reclamation and Supply		B120-BUS MECHANICAL PARTS	$ 2,303.52	$ -	$ -
4500076815	7/31/2026	Cummins Inc		B120-BUS MECHANICAL PARTS	$ 806.46	$ -	$ -
4500076816	7/31/2026	Romaine Electric Corporation		B160-BUS ELECTRICAL	$ 2,935.98	$ -	$ -
4500076817	7/31/2026	Gillig LLC		B130-BUS BODY	$ 1,626.89	$ -	$ -
4500076818	7/31/2026	OneSource Distributors, LLC		G190-SAFETY/MED SUPPLIES	$ 362.21	$ -	$ -
4500076819	7/31/2026	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	$ 952.26	$ -	$ -
4500076820	7/31/2026	American Battery Corporation	Small Business	G290-FARE REVENUE EQUIP	$ 63.66	$ -	$ -
4500076821	7/31/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 4,950.94	$ -	$ -
4500076822	7/31/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 861.44	$ -	$ -
4500076823	7/31/2026	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	$ 293.39	$ -	$ -
4500076824	7/31/2026	Home Depot USA Inc		G140-SHOP SUPPLIES	$ 538.79	$ -	$ -
4500076825	7/31/2026	Southern Counties Lubricants LL		G170-LUBRICANTS	$ 2,493.07	$ -	$ -
4500076826	7/31/2026	Professional Contractors Supplie		G130-SHOP TOOLS	$ 102.05	$ -	$ -
4500076827	8/3/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 99.56	$ -	$ -
4500076828	8/3/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 283.95	$ -	$ -
4500076829	8/3/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 1,959.10	$ -	$ -
4500076830	8/3/2026	Vehicle Maintenance Program, In	Woman Owned Business	B140-BUS CHASSIS	$ 2,263.83	$ -	$ -
4500076831	8/3/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 239.04	$ -	$ -
4500076832	8/3/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 352.88	$ -	$ -
4500076833	8/3/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 3,296.62	$ -	$ -
4500076834	8/3/2026	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	$ 442.46	$ -	$ -
4500076835	8/3/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 1,020.14	$ -	$ -
4500076836	8/3/2026	Blue Angel International LLC	Small Business	G170-LUBRICANTS	$ 154.99	$ -	$ -
4500076837	8/3/2026	Muncie Reclamation and Supply		B110-BUS HVAC SYSTEMS	$ 3,061.80	$ -	$ -
4500076838	8/3/2026	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	$ 449.84	$ -	$ -
4500076839	8/3/2026	No-Spill Systems Inc		B120-BUS MECHANICAL PARTS	$ 92.34	$ -	$ -
4500076840	8/3/2026	Patco Industries Inc		M130-CROSSING MECHANISM	$ 16,404.94	$ -	$ -
4500076841	8/3/2026	Romaine Electric Corporation		B160-BUS ELECTRICAL	$ 7,645.20	$ -	$ -
4500076842	8/3/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 4,592.62	$ -	$ -
4500076843	8/3/2026	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	$ 721.96	$ -	$ -
4500076844	8/3/2026	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	$ 13,545.00	$ -	$ -
4500076845	8/3/2026	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	$ 78.49	$ -	$ -
4500076846	8/3/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 4,640.99	$ -	$ -
4500076847	8/3/2026	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	$ 1,139.18	$ -	$ -
4500076848	8/3/2026	TK Services Inc		B250-BUS REPAIR PARTS	$ 2,715.04	$ -	$ -
4500076849	8/3/2026	Transit Innovations LLC		M120-OVRHEAD CATENARY SY	$ 3,146.30	$ -	$ -
4500076850	8/3/2026	Trolley Support LLC		B250-BUS REPAIR PARTS	$ 9,234.18	$ -	$ -
4500076851	8/3/2026	Vern Rose Inc		G140-SHOP SUPPLIES	$ 46.46	$ -	$ -
4500076852	8/3/2026	Western-Cullen-Hayes Inc		M130-CROSSING MECHANISM	$ 3,706.60	$ -	$ -
4500076853	8/3/2026	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	$ 32.04	$ -	$ -
4500076854	8/3/2026	Motion Industries, Inc.		F110-SHOP/BLDG MACHINERY	$ 2,054.08	$ -	$ -
4500076855	8/3/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 96.44	$ -	$ -
4500076856	8/3/2026	Winzer Franchise Company		R160-RAIL/LRV ELECTRICAL	$ 730.05	$ -	$ -
4500076857	8/3/2026	Nth Generation Computing Inc		I110-INFORMATION TECH	$ 148,313.45	$ -	$ -
4500076858	8/3/2026	Molina Manufacturing, Inc.		R200-RAIL/LRV SEATING	$ 1,583.55	$ -	$ -
4500076859	8/3/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 13,297.04	$ -	$ -
4500076860	8/3/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 3,064.01	$ -	$ -
4500076861	8/3/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 15.62	$ -	$ -
4500076862	8/3/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 70.21	$ -	$ -
4500076863	8/3/2026	Init Innovations in Transportation		B190-BUS FARE EQUIP	$ 250.00	$ -	$ -
4500076864	8/3/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 4,913.08	$ -	$ -
4500076865	8/3/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 1,527.40	$ -	$ -
4500076866	8/3/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 3,955.35	$ -	$ -
4500076867	8/3/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 4,039.13	$ -	$ -
4500076868	8/3/2026	Costco Wholesale Corporation		G200-OFFICE SUPPLIES	$ 177.50	$ -	$ -
4500076869	8/3/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 4,978.05	$ -	$ -
4500076871	8/4/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 249.04	$ -	$ -
4500076872	8/4/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 307.56	$ -	$ -
4500076873	8/4/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 1,505.55	$ -	$ -
4500076874	8/4/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 792.40	$ -	$ -
4500076875	8/4/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 537.15	$ -	$ -
4500076876	8/4/2026	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	$ 706.56	$ -	$ -
4500076877	8/4/2026	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	$ 2,376.97	$ -	$ -
4500076878	8/4/2026	Digi-Key Corporation		G260-MEDIA	$ 71.92	$ -	$ -
4500076879	8/4/2026	Brand Makers LLC		G230-PRINTED MATERIALS	$ 494.58	$ -	$ -
4500076880	8/4/2026	Gotcha Media Holdings LLC		G260-MEDIA	$ 1,900.00	$ -	$ -
4500076881	8/4/2026	Wesco Distribution Inc		M120-OVRHEAD CATENARY SY	$ 1,885.63	$ -	$ -
4500076882	8/4/2026	White Cap, LP		G190-SAFETY/MED SUPPLIES	$ 933.24	$ -	$ -
4500076883	8/4/2026	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	$ 1,815.60	$ -	$ -
4500076884	8/4/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 81.27	$ -	$ -
4500076885	8/4/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 62.76	$ -	$ -
4500076886	8/4/2026	Efficient Energy Company		P410-CONSULTING	$ 3,450.00	$ -	$ -
4500076887	8/5/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 132.81	$ -	$ -
4500076888	8/5/2026	Muncie Reclamation and Supply		B140-BUS CHASSIS	$ 413.37	$ -	$ -
4500076889	8/5/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 493.08	$ -	$ -

4500076890	8/5/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 3,729.39	$ -	$ -
4500076891	8/5/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 76.44	$ -	$ -
4500076892	8/5/2026	KLI Midco LLC		G170-LUBRICANTS	$ 17,770.99	$ -	$ -
4500076893	8/5/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 1,047.33	$ -	$ -
4500076894	8/5/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 36.85	$ -	$ -
4500076895	8/5/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 4,549.53	$ -	$ -
4500076896	8/5/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 430.82	$ -	$ -
4500076897	8/5/2026	Digi-Key Corporation		R170-RAIL/LRV HVAC	$ 1,579.86	$ -	$ -
4500076898	8/5/2026	ST Restaurants LLC		G250-NOVELTIES & AWARDS	$ 11,767.63	$ -	$ -
4500076899	8/5/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 151.02	$ -	$ -
4500076900	8/5/2026	Gillig LLC		B160-BUS ELECTRICAL	$ 2,491.39	$ -	$ -
4500076901	8/5/2026	Cummins Inc		B120-BUS MECHANICAL PARTS	$ 1,025.96	$ -	$ -
4500076902	8/5/2026	TK Services Inc		B110-BUS HVAC SYSTEMS	$ 58.87	$ -	$ -
4500076903	8/5/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 1,243.49	$ -	$ -
4500076904	8/5/2026	San Diego Friction Products, Inc.		B140-BUS CHASSIS	$ 799.07	$ -	$ -
4500076905	8/5/2026	Muncie Reclamation and Supply		B160-BUS ELECTRICAL	$ 7,584.14	$ -	$ -
4500076906	8/5/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 251.05	$ -	$ -
4500076907	8/5/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 2,166.05	$ -	$ -
4500076909	8/5/2026	Transit Holdings Inc		B130-BUS BODY	$ 4,348.52	$ -	$ -
4500076910	8/5/2026	Digi-Key Corporation		M140-WAYSIDE SIGNALS	$ 413.53	$ -	$ -
4500076911	8/5/2026	Prudential Overall Supply		G140-SHOP SUPPLIES	$ 1,163.70	$ -	$ -
4500076912	8/5/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 1,777.27	$ -	$ -
4500076913	8/5/2026	Midwest Bus Corporation		B130-BUS BODY	$ 2,217.68	$ -	$ -
4500076914	8/5/2026	Radwell International LLC		M110-SUB STATION	$ 2,595.62	$ -	$ -
4500076915	8/5/2026	Day Management Corp		P130-EQUIP MAINT REPR SVC	$ 120,763.32	$ -	$ -
4500076916	8/6/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 685.29	$ -	$ -
4500076917	8/6/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 125.87	$ -	$ -
4500076918	8/6/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 2,367.27	$ -	$ -
4500076919	8/6/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 3,453.95	$ -	$ -
4500076920	8/6/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 734.86	$ -	$ -
4500076921	8/6/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 533.37	$ -	$ -
4500076922	8/6/2026	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	$ 2,962.87	$ -	$ -
4500076923	8/6/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 30,154.92	$ -	$ -
4500076924	8/6/2026	SC Commercial, LLC		B120-BUS MECHANICAL PARTS	$ 6,712.90	$ -	$ -
4500076925	8/6/2026	SC Commercial, LLC		B120-BUS MECHANICAL PARTS	$ 10,911.71	$ -	$ -
4500076926	8/6/2026	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	$ 4,090.31	$ -	$ -
4500076927	8/6/2026	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	$ 306.76	$ -	$ -
4500076928	8/6/2026	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	$ 199.90	$ -	$ -
4500076929	8/6/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 1,162.44	$ -	$ -
4500076931	8/6/2026	Robcar Corporation	Woman Owned Business	G150-FASTENERS	$ 162.38	$ -	$ -
4500076932	8/6/2026	Continental Locks		P210-NON-REV VEH REPAIRS	$ 390.00	$ -	$ -
4500076933	8/6/2026	Deca Forklift, Inc.		P280-GENERAL SVC AGRMNTS	$ 559.38	$ -	$ -
4500076934	8/6/2026	Laird Plastics, Inc		M180-STATION ELECTRICAL	$ 278.96	$ -	$ -
4500076935	8/6/2026	Kurt Morgan		G200-OFFICE SUPPLIES	$ 2,539.06	$ -	$ -
4500076936	8/6/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 71.77	$ -	$ -
4500076937	8/6/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 54.05	$ -	$ -
4500076938	8/6/2026	VCA Animal Hospitals, Inc.		G120-SECURITY	$ 189.82	$ -	$ -
4500076939	8/6/2026	Brand Makers LLC		G260-MEDIA	$ 17,347.76	$ -	$ -
4500076940	8/6/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 117.72	$ -	$ -
4500076941	8/7/2026	KLI Midco LLC		G170-LUBRICANTS	$ 26,656.49	$ -	$ -
4500076942	8/7/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 1,965.36	$ -	$ -
4500076943	8/7/2026	Blue Angel International LLC	Small Business	G170-LUBRICANTS	$ 405.65	$ -	$ -
4500076944	8/7/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 164.32	$ -	$ -
4500076945	8/7/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 1,619.96	$ -	$ -
4500076946	8/7/2026	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	$ 417.32	$ -	$ -
4500076947	8/7/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 724.94	$ -	$ -
4500076948	8/7/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 893.99	$ -	$ -
4500076949	8/7/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 274.87	$ -	$ -
4500076950	8/7/2026	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOF	$ 352.31	$ -	$ -
4500076951	8/10/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 2,032.70	$ -	$ -
4500076952	8/10/2026	Transit Holdings Inc		B130-BUS BODY	$ 2,436.51	$ -	$ -
4500076953	8/10/2026	Clean Diesel Specialists So Cal I		B250-BUS REPAIR PARTS	$ 3,302.38	$ -	$ -
4500076954	8/10/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 259.54	$ -	$ -
4500076955	8/10/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 10,865.33	$ -	$ -
4500076956	8/10/2026	Parts Authority, LLC		B160-BUS ELECTRICAL	$ 7,870.97	$ -	$ -
4500076957	8/10/2026	Jamison Professional Services, I	DBE	G170-LUBRICANTS	$ 2,290.16	$ -	$ -
4500076958	8/10/2026	Graybar Electric Co Inc		M120-OVRHEAD CATENARY SY	$ 20,783.79	$ -	$ -
4500076959	8/10/2026	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	$ 60.34	$ -	$ -
4500076960	8/10/2026	Jamaica Bearings Co Inc		R220-RAIL/LRV TRUCKS	$ 17,874.95	$ -	$ -
4500076961	8/10/2026	Network Industries, Inc.		G130-SHOP TOOLS	$ 464.51	$ -	$ -
4500076962	8/10/2026	OneSource Distributors, LLC		M140-WAYSIDE SIGNALS	$ 2,324.05	$ -	$ -
4500076963	8/10/2026	Professional Contractors Supplie		G140-SHOP SUPPLIES	$ 1,354.01	$ -	$ -
4500076964	8/10/2026	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	$ 978.20	$ -	$ -
4500076965	8/10/2026	Reid and Clark Screen Arts Co		M130-CROSSING MECHANISM	$ 5,381.05	$ -	$ -
4500076966	8/10/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 163.96	$ -	$ -
4500076967	8/10/2026	Transit Innovations LLC		M120-OVRHEAD CATENARY SY	$ 431.00	$ -	$ -
4500076968	8/10/2026	W.W. Grainger Inc		B110-BUS HVAC SYSTEMS	$ 4,537.59	$ -	$ -
4500076969	8/10/2026	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	$ 4,592.10	$ -	$ -
4500076970	8/10/2026	Willy's Electronic Supply Co Inc		G130-SHOP TOOLS	$ 775.80	$ -	$ -
4500076971	8/10/2026	Winzer Franchise Company		G150-FASTENERS	$ 182.10	$ -	$ -
4500076972	8/10/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 167.41	$ -	$ -
4500076973	8/10/2026	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	$ 304.55	$ -	$ -
4500076974	8/10/2026	Dropbox Inc		I110-INFORMATION TECH	$ 1,551.60	$ -	$ -
4500076975	8/10/2026	Staples Contract & Commercial L		P280-GENERAL SVC AGRMNTS	$ 225.87	$ -	$ -
4500076976	8/10/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 26,765.10	$ -	$ -
4500076977	8/10/2026	Transit Holdings Inc		B130-BUS BODY	$ 3,066.16	$ -	$ -

4500076978	8/10/2026	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	$ 159.42	$ -	$ -
4500076979	8/10/2026	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	$ 1,148.62	$ -	$ -
4500076980	8/10/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 3,076.34	$ -	$ -
4500076981	8/10/2026	MatterHackers, Inc.		G140-SHOP SUPPLIES	$ 256.38	$ -	$ -
4500076982	8/10/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 14,439.31	$ -	$ -
4500076983	8/10/2026	Daniels Tire Service, Inc		A110-AUTO/TRUCK TIRES	$ 4,462.10	$ -	$ -
4500076984	8/10/2026	voestalpine Railway Systems		M150-PWR SWITCHES/LOCKS	$ 781.61	$ -	$ -
4500076985	8/10/2026	Home Depot USA Inc		T120-TRACK, LUBRICATORS	$ 183.18	$ -	$ -
4500076986	8/10/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 2,448.44	$ -	$ -
4500076987	8/10/2026	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	$ 796.50	$ -	$ -
4500076989	8/11/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 1,265.81	$ -	$ -
4500076990	8/11/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 892.17	$ -	$ -
4500076991	8/11/2026	MJ Service Industries LLC	Disabled Veteran Business	G200-OFFICE SUPPLIES	$ 3,252.92	$ -	$ -
4500076992	8/11/2026	M Power Truck & Diesel		A140-AUTO/TRUCK REPAIR	$ 607.05	$ -	$ -
4500076993	8/11/2026	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	$ 966.70	$ -	$ -
4500076994	8/11/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 702.44	$ -	$ -
4500076995	8/11/2026	Clarran Inc.	DBE	G130-SHOP TOOLS	$ 236.97	$ -	$ -
4500076996	8/11/2026	CBT Nuggets, LLC		I110-INFORMATION TECH	$ 3,474.00	$ -	$ -
4500076997	8/11/2026	Railroad Tools & Solutions LLC		G130-SHOP TOOLS	$ 3,900.28	$ -	$ -
4500076998	8/11/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 2,018.15	$ -	$ -
4500076999	8/11/2026	Gillig LLC		B200-BUS PWR TRAIN EQUIP	$ 2,709.30	$ -	$ -
4500077000	8/11/2026	Cummins Inc		B120-BUS MECHANICAL PARTS	$ 38,834.24	$ -	$ -
4500077001	8/11/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 266.66	$ -	$ -
4500077002	8/11/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 267.07	$ -	$ -
4500077003	8/11/2026	Gaslamp Media Inc		I120-INFO TECH, SVCS	$ 4,879.15	$ -	$ -
4500077004	8/12/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 393.07	$ -	$ -
4500077005	8/12/2026	Transit Holdings Inc		B130-BUS BODY	$ 4,736.15	$ -	$ -
4500077006	8/12/2026	Blue Angel International LLC	Small Business	G170-LUBRICANTS	$ 7,735.09	$ -	$ -
4500077007	8/12/2026	Prudential Overall Supply		G140-SHOP SUPPLIES	$ 1,396.44	$ -	$ -
4500077008	8/12/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 1,116.57	$ -	$ -
4500077009	8/12/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 2,161.52	$ -	$ -
4500077010	8/12/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 35,079.09	$ -	$ -
4500077011	8/12/2026	Canada Ticket Inc.		G280-FARE MATERIALS	$ 9,657.35	$ -	$ -
4500077012	8/12/2026	Inland Kenworth (US) Inc		G130-SHOP TOOLS	$ 150.17	$ -	$ -
4500077013	8/12/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 4,409.97	$ -	$ -
4500077014	8/12/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 39.96	$ -	$ -
4500077015	8/12/2026	S&A Systems Inc		F110-SHOP/BLDG MACHINERY	$ 201.65	$ -	$ -
4500077016	8/12/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 1,144.52	$ -	$ -
4500077017	8/12/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 226.68	$ -	$ -
4500077018	8/12/2026	Home Depot USA Inc		G210-OFFICE FURNITURE	$ 386.82	$ -	$ -
4500077019	8/12/2026	Home Depot USA Inc		G210-OFFICE FURNITURE	$ 323.24	$ -	$ -
4500077020	8/12/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 512.90	$ -	$ -
4500077021	8/12/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 49.78	$ -	$ -
4500077022	8/12/2026	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	$ 43.14	$ -	$ -
4500077023	8/12/2026	E W Truck & Equipment Co Inc		B130-BUS BODY	$ 749.94	$ -	$ -
4500077024	8/12/2026	Fastenal Company		G140-SHOP SUPPLIES	$ 3,674.52	$ -	$ -
4500077025	8/12/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 27.21	$ -	$ -
4500077027	8/12/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 2,747.39	$ -	$ -
4500077028	8/12/2026	Freeby Signs		B130-BUS BODY	$ 81.13	$ -	$ -
4500077029	8/12/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 450.44	$ -	$ -
4500077030	8/12/2026	General Signals Inc		M130-CROSSING MECHANISM	$ 4,398.80	$ -	$ -
4500077031	8/12/2026	E W Truck & Equipment Co Inc		B120-BUS MECHANICAL PARTS	$ 169.82	$ -	$ -
4500077032	8/12/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 4,491.57	$ -	$ -
4500077033	8/12/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 863.63	$ -	$ -
4500077034	8/12/2026	Continental Locks		G150-FASTENERS	$ 160.00	$ -	$ -
4500077035	8/12/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 71.89	$ -	$ -
4500077036	8/13/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 17,141.95	$ -	$ -
4500077037	8/13/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 1,053.67	$ -	$ -
4500077038	8/13/2026	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	$ 59.50	$ -	$ -
4500077039	8/13/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 1,709.80	$ -	$ -
4500077040	8/13/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 57.28	$ -	$ -
4500077042	8/13/2026	Day Management Corp		P210-NON-REV VEH REPAIRS	$ 773.48	$ -	$ -
4500077043	8/13/2026	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	$ 901.49	$ -	$ -
4500077044	8/13/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 293.28	$ -	$ -
4500077045	8/13/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 145.97	$ -	$ -
4500077046	8/13/2026	HJR Equipment Rental, Inc.		R230-RAIL/LRV MECHANICAL	$ 6,222.57	$ -	$ -
4500077047	8/13/2026	RSG, Inc.	Small Business	P550-REAL ESTATE	$ 84,030.00	$ -	$ -
4500077048	8/13/2026	TK Services Inc		B250-BUS REPAIR PARTS	$ 282.27	$ -	$ -
4500077049	8/13/2026	San Diego Friction Products, Inc.		B140-BUS CHASSIS	$ 4,394.17	$ -	$ -
4500077050	8/13/2026	San Diego Friction Products, Inc.		B140-BUS CHASSIS	$ 4,394.17	$ -	$ -
4500077051	8/13/2026	Fastenal Company		R160-RAIL/LRV ELECTRICAL	$ 964.37	$ -	$ -
4500077052	8/13/2026	Genfare, LLC		B250-BUS REPAIR PARTS	$ 1,182.76	$ -	$ -
4500077053	8/13/2026	Baker & Hostetler LLP		P340-LEGAL	$ 15,000.00	$ -	$ -
4500077054	8/13/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 2,485.27	$ -	$ -
4500077055	8/13/2026	Graybar Electric Co Inc		M180-STATION ELECTRICAL	$ 3,651.00	$ -	$ -
4500077056	8/13/2026	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	$ 278.99	$ -	$ -
4500077057	8/13/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 2,411.35	$ -	$ -
4500077058	8/13/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 173.98	$ -	$ -
4500077059	8/13/2026	TK Services Inc		B250-BUS REPAIR PARTS	$ 153.35	$ -	$ -
4500077060	8/14/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 870.54	$ -	$ -
4500077061	8/14/2026	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	$ 3,214.72	$ -	$ -
4500077062	8/14/2026	Jamison Professional Services, I	DBE	G170-LUBRICANTS	$ 2,907.95	$ -	$ -
4500077063	8/14/2026	San Diego Convention & Tourist		G260-MEDIA	$ 1,239.00	$ -	$ -
4500077064	8/14/2026	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	$ 4,125.31	$ -	$ -
4500077065	8/14/2026	Day Management Corp		G200-OFFICE SUPPLIES	$ 2,669.41	$ -	$ -
4500077066	8/14/2026	Harbor Diesel & Equipment, Inc		B250-BUS REPAIR PARTS	$ 1,655.10	$ -	$ -

4500077067	8/14/2026	Willy's Electronic Supply Co Inc		B250-BUS REPAIR PARTS	$ 45.26	$ -	$ -
4500077068	8/14/2026	Clean Diesel Specialists So Cal I		B250-BUS REPAIR PARTS	$ 1,533.79	$ -	$ -
4500077069	8/14/2026	Genuine Parts Company Inc		B120-BUS MECHANICAL PARTS	$ 50.62	$ -	$ -
4500077070	8/14/2026	L. B. Foster Company		T110-TRACK, RAIL	$ 2,167.09	$ -	$ -
4500077071	8/14/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 1,772.49	$ -	$ -
4500077072	8/14/2026	Devos LLC		R180-RAIL/LRV LIGHTING	$ 269.38	$ -	$ -
4500077073	8/14/2026	Molina Manufacturing, Inc.		R200-RAIL/LRV SEATING	$ 425.26	$ -	$ -
4500077074	8/14/2026	Powerland Equipment Inc	Small Business	P210-NON-REV VEH REPAIRS	$ 226.67	$ -	$ -
4500077076	8/14/2026	Gemini Forest Products Inc	Small Business	T110-TRACK, RAIL	$ 4,560.71	$ -	$ -
4500077078	8/14/2026	Sather Enterprises Inc		T140-TRACK, TURNOUTS	$ 4,343.43	$ -	$ -
4500077079	8/14/2026	Railroad Tools & Solutions LLC		G130-SHOP TOOLS	$ 4,086.75	$ -	$ -
4500077080	8/14/2026	Uline Inc		G190-SAFETY/MED SUPPLIES	$ 646.55	$ -	$ -
4500077081	8/14/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 5,282.11	$ -	$ -
4500077082	8/14/2026	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	$ 1,465.41	$ -	$ -
4500077083	8/14/2026	Hitachi Rail STS USA, Inc.		M150-PWR SWITCHES/LOCKS	$ 2,816.91	$ -	$ -
4500077084	8/14/2026	ISC Applied Systems Corp		R150-RAIL/LRV COMM EQUIP	$ 2,101.13	$ -	$ -
4500077085	8/14/2026	Magaldi & Magaldi Inc		B200-BUS PWR TRAIN EQUIP	$ 907.67	$ -	$ -
4500077086	8/14/2026	Mcmaster-Carr Supply Co		G150-FASTENERS	$ 141.37	$ -	$ -
4500077087	8/14/2026	Midwest Bus Corporation		B130-BUS BODY	$ 496.83	$ -	$ -
4500077088	8/14/2026	Neyenesch Printers Inc	Small Business	G230-PRINTED MATERIALS	$ 2,797.09	$ -	$ -
4500077089	8/14/2026	Midwest Bus Corporation		B130-BUS BODY	$ 496.83	$ -	$ -
4500077090	8/14/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 91.79	$ -	$ -
4500077091	8/14/2026	Motion Industries, Inc.		G140-SHOP SUPPLIES	$ 74.70	$ -	$ -
4500077092	8/14/2026	Muncie Reclamation and Supply		B200-BUS PWR TRAIN EQUIP	$ 3,273.59	$ -	$ -
4500077093	8/14/2026	Network Industries, Inc.		G140-SHOP SUPPLIES	$ 350.16	$ -	$ -
4500077094	8/14/2026	Corodata Records Management		P400-FINANCIAL & AUDIT	$ 5,000.00	$ -	$ -
4500077095	8/14/2026	OneSource Distributors, LLC		M120-OVRHEAD CATENARY SY	$ 2,764.44	$ -	$ -
4500077096	8/14/2026	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	$ 977.83	$ -	$ -
4500077097	8/14/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 126.48	$ -	$ -
4500077098	8/14/2026	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	$ 63.58	$ -	$ -
4500077099	8/14/2026	Canada Ticket Inc.		G280-FARE MATERIALS	$ 3,491.10	$ -	$ -
4500077100	8/17/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 49.48	$ -	$ -
4500077101	8/17/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 516.30	$ -	$ -
4500077102	8/17/2026	Trolley Support LLC		B250-BUS REPAIR PARTS	$ 9,234.18	$ -	$ -
4500077103	8/17/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 373.11	$ -	$ -
4500077104	8/17/2026	Transit Holdings Inc		B130-BUS BODY	$ 3,711.56	$ -	$ -
4500077105	8/17/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 3,388.83	$ -	$ -
4500077106	8/17/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 2,762.54	$ -	$ -
4500077107	8/17/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 127.41	$ -	$ -
4500077108	8/17/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 522.05	$ -	$ -
4500077109	8/17/2026	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	$ 79.74	$ -	$ -
4500077110	8/17/2026	Home Depot USA Inc		G140-SHOP SUPPLIES	$ 117.67	$ -	$ -
4500077111	8/17/2026	Mohawk Mfg & Supply Co		B110-BUS HVAC SYSTEMS	$ 29.53	$ -	$ -
4500077112	8/17/2026	Muncie Reclamation and Supply		B250-BUS REPAIR PARTS	$ 548.56	$ -	$ -
4500077113	8/17/2026	RJ International LLC	DBE	G140-SHOP SUPPLIES	$ 232.74	$ -	$ -
4500077114	8/17/2026	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	$ 1,295.68	$ -	$ -
4500077115	8/17/2026	Romaine Electric Corporation		B160-BUS ELECTRICAL	$ 2,935.98	$ -	$ -
4500077116	8/17/2026	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	$ 2,822.33	$ -	$ -
4500077118	8/17/2026	Network Industries, Inc.		P130-EQUIP MAINT REPR SVC	$ 644.81	$ -	$ -
4500077119	8/17/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 100.57	$ -	$ -
4500077120	8/17/2026	Digi-Key Corporation		R150-RAIL/LRV COMM EQUIP	$ 220.98	$ -	$ -
4500077121	8/17/2026	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	$ 368.51	$ -	$ -
4500077123	8/17/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 3,162.65	$ -	$ -
4500077124	8/17/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 16,014.16	$ -	$ -
4500077125	8/17/2026	Smith Systems Inc		R220-RAIL/LRV TRUCKS	$ 5,396.59	$ -	$ -
4500077126	8/17/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 45.26	$ -	$ -
4500077127	8/17/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 115.27	$ -	$ -
4500077128	8/17/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 1,076.06	$ -	$ -
4500077129	8/17/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 478.28	$ -	$ -
4500077130	8/17/2026	Clean Diesel Specialists So Cal I		B250-BUS REPAIR PARTS	$ 1,540.26	$ -	$ -
4500077131	8/17/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 3,539.88	$ -	$ -
4500077132	8/18/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 6.74	$ -	$ -
4500077133	8/18/2026	Muncie Reclamation and Supply		B200-BUS PWR TRAIN EQUIP	$ 128.39	$ -	$ -
4500077134	8/18/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 615.87	$ -	$ -
4500077135	8/18/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 548.23	$ -	$ -
4500077136	8/18/2026	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	$ 341.02	$ -	$ -
4500077137	8/18/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 642.38	$ -	$ -
4500077138	8/18/2026	Pacific Star Corporation		G180-JANITORIAL SUPPLIES	$ 96.46	$ -	$ -
4500077139	8/18/2026	AT&T Corp		I110-INFORMATION TECH	$ 102,008.19	$ -	$ -
4500077140	8/18/2026	Manny Mendoza		G240-UNIFORM PROCUREMENT	$ 552.00	$ -	$ -
4500077141	8/18/2026	Manny Mendoza		G240-UNIFORM PROCUREMENT	$ 4,202.25	$ -	$ -
4500077142	8/18/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 3,068.96	$ -	$ -
4500077143	8/18/2026	Shilpark Paint Corporation		F180-BUILDING MATERIALS	$ 1,221.82	$ -	$ -
4500077144	8/18/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 199.35	$ -	$ -
4500077145	8/18/2026	Winzer Franchise Company		G150-FASTENERS	$ 3,249.74	$ -	$ -
4500077146	8/18/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 70.94	$ -	$ -
4500077147	8/18/2026	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	$ 307.04	$ -	$ -
4500077148	8/18/2026	Uline Inc		F110-SHOP/BLDG MACHINERY	$ 248.57	$ -	$ -
4500077149	8/18/2026	Vern Rose Inc		G140-SHOP SUPPLIES	$ 271.02	$ -	$ -
4500077150	8/18/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 3,906.37	$ -	$ -
4500077151	8/18/2026	San Diego Compressed Air Powe		F110-SHOP/BLDG MACHINERY	$ 1,660.50	$ -	$ -
4500077152	8/18/2026	Genfare, LLC		G290-FARE REVENUE EQUIP	$ 3,865.56	$ -	$ -
4500077153	8/18/2026	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	$ 479.39	$ -	$ -
4500077154	8/19/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 2,963.41	$ -	$ -
4500077155	8/19/2026	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	$ 36,930.24	$ -	$ -
4500077156	8/19/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 643.91	$ -	$ -

4500077157	8/19/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 10.78	$ -	$ -
4500077158	8/19/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 2,468.12	$ -	$ -
4500077159	8/19/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 101.82	$ -	$ -
4500077160	8/19/2026	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	$ 186.28	$ -	$ -
4500077161	8/19/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 2,686.64	$ -	$ -
4500077162	8/19/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 8.34	$ -	$ -
4500077163	8/19/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 49.78	$ -	$ -
4500077164	8/19/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 3,381.33	$ -	$ -
4500077165	8/19/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 2,058.90	$ -	$ -
4500077166	8/19/2026	Siemens Mobility, Inc.		M150-PWR SWITCHES/LOCKS	$ 1,566.69	$ -	$ -
4500077167	8/19/2026	Siemens Mobility, Inc.		INSURANCE-Insurance Stock	$ 2,392.05	$ -	$ -
4500077168	8/19/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 1,207.44	$ -	$ -
4500077169	8/19/2026	Digi-Key Corporation		R160-RAIL/LRV ELECTRICAL	$ 204.56	$ -	$ -
4500077170	8/19/2026	Arizona Machinery LLC		A110-AUTO/TRUCK TIRES	$ 538.34	$ -	$ -
4500077171	8/19/2026	Clarran Inc.	DBE	G140-SHOP SUPPLIES	$ 478.75	$ -	$ -
4500077172	8/19/2026	Crossline Supply, LLC		B200-BUS PWR TRAIN EQUIP	$ 3,663.50	$ -	$ -
4500077173	8/19/2026	Cummins Inc		B120-BUS MECHANICAL PARTS	$ 4,058.03	$ -	$ -
4500077174	8/19/2026	Mossy Nissan Inc		P210-NON-REV VEH REPAIRS	$ 1,440.00	$ -	$ -
4500077175	8/19/2026	Dunn-Edwards Corporation		P280-GENERAL SVC AGRMNTS	$ 707.44	$ -	$ -
4500077176	8/19/2026	Fastenal Company		R220-RAIL/LRV TRUCKS	$ 445.01	$ -	$ -
4500077177	8/19/2026	Waytek Inc		B160-BUS ELECTRICAL	$ 17.98	$ -	$ -
4500077178	8/19/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 4,285.06	$ -	$ -
4500077179	8/19/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 4,950.94	$ -	$ -
4500077180	8/19/2026	Transit Innovations LLC		M120-OVRHEAD CATENARY SY	$ 4,719.45	$ -	$ -
4500077181	8/19/2026	Vehicle Maintenance Program, In	Woman Owned Business	B120-BUS MECHANICAL PARTS	$ 2,977.44	$ -	$ -
4500077182	8/19/2026	Winzer Franchise Company		G150-FASTENERS	$ 59.23	$ -	$ -
4500077183	8/19/2026	Cummins Inc		B120-BUS MECHANICAL PARTS	$ 2,257.36	$ -	$ -
4500077184	8/19/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 590.67	$ -	$ -
4500077185	8/19/2026	Willy's Electronic Supply Co Inc		B250-BUS REPAIR PARTS	$ 157.74	$ -	$ -
4500077186	8/19/2026	Transit Innovations LLC		M120-OVRHEAD CATENARY SY	$ 2,499.80	$ -	$ -
4500077188	8/19/2026	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	$ 3,519.99	$ -	$ -
4500077189	8/19/2026	The Gordian Group, Inc.		C110-GENERAL CONTRACTORS	$ 3,663.10	$ -	$ -
4500077190	8/20/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 50.33	$ -	$ -
4500077191	8/20/2026	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	$ 1,853.44	$ -	$ -
4500077192	8/20/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 2,055.87	$ -	$ -
4500077193	8/20/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 4,544.07	$ -	$ -
4500077194	8/20/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 1,073.55	$ -	$ -
4500077195	8/20/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 822.35	$ -	$ -
4500077196	8/20/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 537.15	$ -	$ -
4500077197	8/20/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 291.14	$ -	$ -
4500077198	8/20/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 530.64	$ -	$ -
4500077199	8/20/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 976.13	$ -	$ -
4500077200	8/20/2026	TK Services Inc		B250-BUS REPAIR PARTS	$ 10,570.79	$ -	$ -
4500077201	8/20/2026	Knorr Brake Company, LLC		R220-RAIL/LRV TRUCKS	$ 4,622.48	$ -	$ -
4500077202	8/20/2026	Knorr Brake Company, LLC		R220-RAIL/LRV TRUCKS	$ 1,137.84	$ -	$ -
4500077203	8/20/2026	Magaldi & Magaldi Inc		B250-BUS REPAIR PARTS	$ 178.97	$ -	$ -
4500077204	8/20/2026	Steven R Timme		G230-PRINTED MATERIALS	$ 1,867.90	$ -	$ -
4500077205	8/20/2026	Mohawk Mfg & Supply Co		B130-BUS BODY	$ 36.28	$ -	$ -
4500077206	8/20/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 263.99	$ -	$ -
4500077207	8/20/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 8,661.75	$ -	$ -
4500077208	8/20/2026	Network Industries, Inc.		P130-EQUIP MAINT REPR SVC	$ 1,717.64	$ -	$ -
4500077209	8/20/2026	Reg-A-Car Inc		B250-BUS REPAIR PARTS	$ 93.00	$ -	$ -
4500077210	8/20/2026	Motion Industries, Inc.		G140-SHOP SUPPLIES	$ 4,299.82	$ -	$ -
4500077211	8/20/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 26,817.85	$ -	$ -
4500077212	8/20/2026	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	$ 147.76	$ -	$ -
4500077213	8/20/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 3,348.39	$ -	$ -
4500077214	8/20/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 4,209.36	$ -	$ -
4500077215	8/20/2026	W.W. Grainger Inc		B250-BUS REPAIR PARTS	$ 73.91	$ -	$ -
4500077216	8/20/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 42.73	$ -	$ -
4500077217	8/20/2026	San Diego Friction Products, Inc.		B140-BUS CHASSIS	$ 799.07	$ -	$ -
4500077218	8/20/2026	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	$ 218.85	$ -	$ -
4500077219	8/20/2026	Gillig LLC		B130-BUS BODY	$ 3,762.99	$ -	$ -
4500077220	8/21/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 393.07	$ -	$ -
4500077221	8/21/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 13,907.40	$ -	$ -
4500077222	8/21/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 1,433.42	$ -	$ -
4500077223	8/21/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 222.64	$ -	$ -
4500077224	8/21/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 261.84	$ -	$ -
4500077225	8/21/2026	Hitachi Rail STS USA, Inc.		M140-WAYSIDE SIGNALS	$ 1,395.47	$ -	$ -
4500077226	8/21/2026	Jamaica Bearings Co Inc		R170-RAIL/LRV HVAC	$ 2,769.18	$ -	$ -
4500077227	8/21/2026	Kurt Morgan		G200-OFFICE SUPPLIES	$ 2,601.45	$ -	$ -
4500077228	8/21/2026	Muncie Reclamation and Supply		B250-BUS REPAIR PARTS	$ 965.06	$ -	$ -
4500077229	8/21/2026	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	$ 977.83	$ -	$ -
4500077230	8/21/2026	Romaine Electric Corporation		B160-BUS ELECTRICAL	$ 11,467.82	$ -	$ -
4500077231	8/21/2026	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	$ 467.64	$ -	$ -
4500077232	8/21/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 389.36	$ -	$ -
4500077233	8/21/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 4,066.81	$ -	$ -
4500077234	8/21/2026	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	$ 521.21	$ -	$ -
4500077235	8/21/2026	TK Services Inc		INSURANCE-Insurance Stock	$ 29,103.94	$ -	$ -
4500077236	8/21/2026	TK Services Inc		B250-BUS REPAIR PARTS	$ 2,220.31	$ -	$ -
4500077237	8/21/2026	Network Industries, Inc.		P130-EQUIP MAINT REPR SVC	$ 1,039.04	$ -	$ -
4500077238	8/21/2026	Network Industries, Inc.		P130-EQUIP MAINT REPR SVC	$ 2,004.41	$ -	$ -
4500077239	8/21/2026	Uline Inc		G140-SHOP SUPPLIES	$ 496.17	$ -	$ -
4500077240	8/21/2026	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	$ 2,816.58	$ -	$ -
4500077241	8/21/2026	Quality Logo Products, Inc.		P500-OPERATOR TRAINING	$ 3,540.28	$ -	$ -
4500077242	8/21/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 129.60	$ -	$ -
4500077243	8/21/2026	ODP Business Solutions, LLC		P540-MAINTENANCE TRAINING	$ 335.70	$ -	$ -

4500077244	8/21/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 143.28	$ -	$ -
4500077245	8/21/2026	Home Depot USA Inc		P120-BLDG/FACILITY REPRS	$ 198.23	$ -	$ -
4500077246	8/21/2026	Network Industries, Inc.		G140-SHOP SUPPLIES	$ 2,303.02	$ -	$ -
4500077247	8/21/2026	Daniels Tire Service, Inc		A110-AUTO/TRUCK TIRES	$ 403.78	$ -	$ -
4500077248	8/21/2026	Carlos Guzman Inc	DBE	R140-RAIL/LRV DOORS/RAMP	$ 3,448.00	$ -	$ -
4500077249	8/21/2026	Continental Locks		G150-FASTENERS	$ 716.54	$ -	$ -
4500077250	8/21/2026	Legacy Apartments Del LLC		P280-GENERAL SVC AGRMNTS	$ 637.37	$ -	$ -
4500077251	8/21/2026	Robcar Corporation	Woman Owned Business	P280-GENERAL SVC AGRMNTS	$ 193.95	$ -	$ -
4500077252	8/21/2026	Railroad Tools & Solutions LLC		G130-SHOP TOOLS	$ 4,561.39	$ -	$ -
4500077253	8/21/2026	Continental Locks		G150-FASTENERS	$ 95.00	$ -	$ -
4500077254	8/21/2026	American Business Solutions Inc		I110-INFORMATION TECH	$ 33,199.52	$ -	$ -
4500077255	8/21/2026	Home Depot USA Inc		F140-SHELVING AND RACK	$ 64.50	$ -	$ -
4500077256	8/21/2026	Robcar Corporation	Woman Owned Business	G140-SHOP SUPPLIES	$ 275.84	$ -	$ -
4500077257	8/21/2026	Home Depot USA Inc		G220-OFFICE EQUIPMENT	$ 182.10	$ -	$ -
4500077258	8/21/2026	All Industrial Tool Supply		M130-CROSSING MECHANISM	$ 851.23	$ -	$ -
4500077259	8/21/2026	Gemini Forest Products Inc	Small Business	T110-TRACK, RAIL	$ 4,519.92	$ -	$ -
4500077260	8/21/2026	Luminator Technology Group Glo		R120-RAIL/LRV CAR BODY	$ 8,509.16	$ -	$ -
4500077261	8/21/2026	CDW LLC		I110-INFORMATION TECH	$ 379.78	$ -	$ -
4500077262	8/21/2026	Graybar Electric Co Inc		I110-INFORMATION TECH	$ 4,824.95	$ -	$ -
4500077263	8/24/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 164.47	$ -	$ -
4500077264	8/24/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 1,037.54	$ -	$ -
4500077265	8/24/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 2,625.55	$ -	$ -
4500077266	8/24/2026	MJ Service Industries LLC	Disabled Veteran Business	G200-OFFICE SUPPLIES	$ 3,252.92	$ -	$ -
4500077267	8/24/2026	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	$ 1,441.70	$ -	$ -
4500077268	8/24/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 673.60	$ -	$ -
4500077269	8/24/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 8,435.33	$ -	$ -
4500077270	8/24/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 348.92	$ -	$ -
4500077271	8/24/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 49.14	$ -	$ -
4500077272	8/24/2026	Freeby Signs		B130-BUS BODY	$ 428.75	$ -	$ -
4500077273	8/24/2026	Genfare, LLC		G290-FARE REVENUE EQUIP	$ 2,855.01	$ -	$ -
4500077274	8/24/2026	Gillig LLC		B130-BUS BODY	$ 610.56	$ -	$ -
4500077275	8/24/2026	Hitachi Rail STS USA, Inc.		M150-PWR SWITCHES/LOCKS	$ 1,690.14	$ -	$ -
4500077277	8/24/2026	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	$ 4,787.73	$ -	$ -
4500077278	8/24/2026	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	$ 895.67	$ -	$ -
4500077279	8/24/2026	Mohawk Mfg & Supply Co		B250-BUS REPAIR PARTS	$ 4,457.30	$ -	$ -
4500077280	8/24/2026	Muncie Reclamation and Supply		B130-BUS BODY	$ 116.69	$ -	$ -
4500077281	8/24/2026	Professional Contractors Supplie		G140-SHOP SUPPLIES	$ 535.97	$ -	$ -
4500077282	8/24/2026	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	$ 608.67	$ -	$ -
4500077283	8/24/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 3,261.29	$ -	$ -
4500077284	8/24/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 16,528.91	$ -	$ -
4500077285	8/24/2026	Advanced Railway Innovations	DBE	C130-CONSTRUCTION SVCS	$ 13,581.93	$ -	$ -
4500077286	8/24/2026	W.W. Grainger Inc		G130-SHOP TOOLS	$ 287.01	$ -	$ -
4500077288	8/24/2026	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	$ 1,018.17	$ -	$ -
4500077289	8/24/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 1,499.87	$ -	$ -
4500077292	8/24/2026	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	$ 239.04	$ -	$ -
4500077293	8/24/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 326.07	$ -	$ -
4500077294	8/24/2026	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	$ 260.99	$ -	$ -
4500077295	8/24/2026	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	$ 63.56	$ -	$ -
4500077296	8/24/2026	Vern Rose Inc		G140-SHOP SUPPLIES	$ 98.06	$ -	$ -
4500077297	8/24/2026	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	$ 2,551.51	$ -	$ -
4500077298	8/24/2026	TK Services Inc		R170-RAIL/LRV HVAC	$ 3,043.40	$ -	$ -
4500077299	8/24/2026	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	$ 610.95	$ -	$ -
4500077300	8/24/2026	Luminator Technology Group Glo		R120-RAIL/LRV CAR BODY	$ 7,638.63	$ -	$ -
4500077301	8/24/2026	Fox Medical Case Management I		G230-PRINTED MATERIALS	$ 25.29	$ -	$ -
4500077302	8/24/2026	Del Mar Blue Print Co., Inc.		G230-PRINTED MATERIALS	$ 435.63	$ -	$ -
4500077303	8/24/2026	Utah Transit Authority		R120-RAIL/LRV CAR BODY	$ 0.02	$ -	$ -
4500077304	8/25/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 8,503.07	$ -	$ -
4500077305	8/25/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 263.38	$ -	$ -
4500077306	8/25/2026	Ace Uniforms LLC	Small Business	P330-UNIFORM RENT/CLEAN	$ 1,363.32	$ -	$ -
4500077307	8/25/2026	Kiyoto Enterprises Inc		F190-LANDSCAPING MAT'LS	$ 212.47	$ -	$ -
4500077308	8/25/2026	Muncie Reclamation and Supply		B140-BUS CHASSIS	$ 206.69	$ -	$ -
4500077309	8/25/2026	Uline Inc		G140-SHOP SUPPLIES	$ 204.55	$ -	$ -
4500077310	8/25/2026	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	$ 63.56	$ -	$ -
4500077311	8/25/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 732.94	$ -	$ -
4500077312	8/25/2026	Air & Lube Systems Inc	DBE	F110-SHOP/BLDG MACHINERY	$ 308.38	$ -	$ -
4500077313	8/25/2026	Charter Industrial Supply Inc	Small Business	R220-RAIL/LRV TRUCKS	$ 1,950.28	$ -	$ -
4500077314	8/25/2026	Del Mar Blue Print Co., Inc.		G230-PRINTED MATERIALS	$ 1,880.01	$ -	$ -
4500077315	8/25/2026	BriceHouse Outdoor Inc.		G230-PRINTED MATERIALS	$ 3,750.00	$ -	$ -
4500077316	8/25/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 478.79	$ -	$ -
4500077317	8/25/2026	VCA Animal Hospitals, Inc.		G120-SECURITY	$ 177.75	$ -	$ -
4500077318	8/25/2026	Clear Sign & Design Inc	Small Business	P280-GENERAL SVC AGRMNTS	$ 1,471.82	$ -	$ -
4500077319	8/25/2026	Crossline Supply, LLC		B200-BUS PWR TRAIN EQUIP	$ 2,271.37	$ -	$ -
4500077320	8/25/2026	Uline Inc		P280-GENERAL SVC AGRMNTS	$ 179.11	$ -	$ -
4500077321	8/25/2026	ACCO Brands USA LLC		P280-GENERAL SVC AGRMNTS	$ 1,250.42	$ -	$ -
4500077322	8/25/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 40,359.38	$ -	$ -
4500077323	8/25/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 50,665.92	$ -	$ -
4500077324	8/25/2026	Cummins Inc		B250-BUS REPAIR PARTS	$ 1,688.02	$ -	$ -
4500077325	8/25/2026	D's Kustom Sales & Services, LL		T110-TRACK, RAIL	$ 315.23	$ -	$ -
4500077326	8/25/2026	Fastenal Company		R220-RAIL/LRV TRUCKS	$ 1,548.53	$ -	$ -
4500077327	8/25/2026	Genfare, LLC		B190-BUS FARE EQUIP	$ 4,009.40	$ -	$ -
4500077328	8/25/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 1,291.95	$ -	$ -
4500077329	8/25/2026	Harbor Diesel & Equipment, Inc		G170-LUBRICANTS	$ 9,865.43	$ -	$ -
4500077330	8/25/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 142.75	$ -	$ -
4500077331	8/25/2026	Fox Medical Case Management I		G230-PRINTED MATERIALS	$ 2,216.00	$ -	$ -
4500077332	8/25/2026	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	$ 1,616.56	$ -	$ -
4500077333	8/25/2026	KLI Midco LLC		G170-LUBRICANTS	$ 995.62	$ -	$ -

4500077334	8/25/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 4,707.25	$ -	$ -
4500077335	8/25/2026	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	$ 297.74	$ -	$ -
4500077336	8/25/2026	Winzer Franchise Company		G270-ELECTRICAL/LIGHTING	$ 117.60	$ -	$ -
4500077337	8/25/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,776.48	$ -	$ -
4500077338	8/25/2026	Magaldi & Magaldi Inc		B200-BUS PWR TRAIN EQUIP	$ 907.67	$ -	$ -
4500077339	8/25/2026	Team One Repair Inc		G290-FARE REVENUE EQUIP	$ 1,666.03	$ -	$ -
4500077340	8/25/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 238.62	$ -	$ -
4500077341	8/25/2026	Magaldi & Magaldi Inc		B200-BUS PWR TRAIN EQUIP	$ 907.67	$ -	$ -
4500077342	8/25/2026	Draycor, Inc.		I120-INFO TECH, SVCS	$ 1,225.00	$ -	$ -
4500077343	8/25/2026	VGP Holdings LLC		B200-BUS PWR TRAIN EQUIP	$ 2,121.60	$ -	$ -
4500077344	8/26/2026	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	$ 18,192.51	$ -	$ -
4500077345	8/26/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 642.19	$ -	$ -
4500077346	8/26/2026	Muncie Reclamation and Supply		B140-BUS CHASSIS	$ 122.41	$ -	$ -
4500077348	8/26/2026	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	$ 3,214.72	$ -	$ -
4500077349	8/26/2026	Transit Holdings Inc		B130-BUS BODY	$ 577.78	$ -	$ -
4500077350	8/26/2026	W.W. Grainger Inc		B110-BUS HVAC SYSTEMS	$ 2,243.89	$ -	$ -
4500077351	8/26/2026	MJP Enterprises		A140-AUTO/TRUCK REPAIR	$ 5,126.79	$ -	$ -
4500077352	8/26/2026	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	$ 36,930.24	$ -	$ -
4500077353	8/26/2026	Vern Rose Inc		G140-SHOP SUPPLIES	$ 169.71	$ -	$ -
4500077354	8/26/2026	E W Truck & Equipment Co Inc		B130-BUS BODY	$ 1,499.88	$ -	$ -
4500077355	8/26/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 1,003.18	$ -	$ -
4500077356	8/26/2026	Home Depot USA Inc		F190-LANDSCAPING MAT'LS	$ 1,500.05	$ -	$ -
4500077357	8/26/2026	3 Degrees Group, Inc.		G270-ELECTRICAL/LIGHTING	$ 47,147.18	$ -	$ -
4500077358	8/26/2026	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	$ 1,022.12	$ -	$ -
4500077359	8/26/2026	W.W. Grainger Inc		B250-BUS REPAIR PARTS	$ 243.77	$ -	$ -
4500077360	8/26/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 682.93	$ -	$ -
4500077361	8/27/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 11,836.34	$ -	$ -
4500077362	8/27/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 1,336.10	$ -	$ -
4500077363	8/27/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 121.53	$ -	$ -
4500077364	8/27/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 151.39	$ -	$ -
4500077365	8/27/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,080.87	$ -	$ -
4500077366	8/27/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 87.93	$ -	$ -
4500077367	8/27/2026	Transit Holdings Inc		B130-BUS BODY	$ 646.85	$ -	$ -
4500077368	8/27/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 4,079.30	$ -	$ -
4500077369	8/27/2026	Molina Manufacturing, Inc.		R200-RAIL/LRV SEATING	$ 182.16	$ -	$ -
4500077370	8/27/2026	Arts Lawnmower and Repairs LL		G130-SHOP TOOLS	$ 2,865.31	$ -	$ -
4500077371	8/27/2026	San Diego Hydraulics, Inc.		T140-TRACK, TURNOUTS	$ 656.04	$ -	$ -
4500077372	8/27/2026	ODP Business Solutions, LLC		G210-OFFICE FURNITURE	$ 649.70	$ -	$ -
4500077373	8/27/2026	VCA Animal Hospitals, Inc.		G120-SECURITY	$ 276.58	$ -	$ -
4500077374	8/27/2026	Staples Contract & Commercial L		G210-OFFICE FURNITURE	$ 664.23	$ -	$ -
4500077375	8/27/2026	J H Platinum		P150-MAINT. CLEANING	$ 32.33	$ -	$ -
4500077376	8/27/2026	Gillig LLC		B130-BUS BODY	$ 49.33	$ -	$ -
4500077377	8/27/2026	Argo Enterprises Inc		G190-SAFETY/MED SUPPLIES	$ 68,132.00	$ -	$ -
4500077378	8/27/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 48.49	$ -	$ -
4500077379	8/27/2026	Romaine Electric Corporation		B160-BUS ELECTRICAL	$ 3,608.55	$ -	$ -
4500077380	8/27/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 98.51	$ -	$ -
4500077381	8/27/2026	Willy's Electronic Supply Co Inc		B250-BUS REPAIR PARTS	$ 212.05	$ -	$ -
4500077382	8/27/2026	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	$ 1,955.67	$ -	$ -
4500077383	8/27/2026	Muncie Reclamation and Supply		B250-BUS REPAIR PARTS	$ 1,842.80	$ -	$ -
4500077384	8/27/2026	Winzer Franchise Company		G150-FASTENERS	$ 347.50	$ -	$ -
4500077385	8/27/2026	Clarran Inc.	DBE	G270-ELECTRICAL/LIGHTING	$ 487.78	$ -	$ -
4500077386	8/27/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 2,815.88	$ -	$ -
4500077387	8/27/2026	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	$ 1,011.04	$ -	$ -
4500077388	8/27/2026	Init Innovations in Transportation		B250-BUS REPAIR PARTS	$ 18.40	$ -	$ -
4500077389	8/27/2026	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	$ 914.40	$ -	$ -
4500077390	8/27/2026	Robcar Corporation	Woman Owned Business	P280-GENERAL SVC AGRMNTS	$ 1,136.77	$ -	$ -
4500077391	8/27/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 239.96	$ -	$ -
4500077392	8/27/2026	Corodata Records Management		P280-GENERAL SVC AGRMNTS	$ 4,280.70	$ -	$ -
4500077393	8/28/2026	VSI Technologies Inc	Woman Owned Business	G190-SAFETY/MED SUPPLIES	$ 2,101.13	$ -	$ -
4500077394	8/28/2026	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	$ 179.63	$ -	$ -
4500077395	8/28/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 670.78	$ -	$ -
4500077396	8/28/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 212.22	$ -	$ -
4500077397	8/28/2026	Transit Holdings Inc		B130-BUS BODY	$ 4,643.08	$ -	$ -
4500077398	8/28/2026	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	$ 685.77	$ -	$ -
4500077399	8/28/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 377.68	$ -	$ -
4500077400	8/28/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 79.18	$ -	$ -
4500077401	8/28/2026	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	$ 650.10	$ -	$ -
4500077402	8/28/2026	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	$ 154.94	$ -	$ -
4500077403	8/28/2026	Telemedia, LLC		P540-MAINTENANCE TRAINING	$ 18,896.64	$ -	$ -
4500077404	8/28/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 5,004.25	$ -	$ -
4500077405	8/28/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 147.16	$ -	$ -
4500077406	8/28/2026	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	$ 993.20	$ -	$ -
4500077407	8/28/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 34.56	$ -	$ -
4500077408	8/28/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 42.16	$ -	$ -
4500077409	8/28/2026	B and H Photo and Electronics		G220-OFFICE EQUIPMENT	$ 16.96	$ -	$ -
4500077410	8/28/2026	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	$ 193.26	$ -	$ -
4500077411	8/28/2026	Gillig LLC		B120-BUS MECHANICAL PARTS	$ 3,035.47	$ -	$ -
4500077412	8/28/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 547.23	$ -	$ -
4500077413	8/28/2026	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	$ 226.48	$ -	$ -
4500077414	8/28/2026	Graybar Electric Co Inc		M180-STATION ELECTRICAL	$ 2,443.04	$ -	$ -
4500077415	8/28/2026	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	$ 610.92	$ -	$ -
4500077416	8/28/2026	San Diego Friction Products, Inc.		B140-BUS CHASSIS	$ 1,338.06	$ -	$ -
4500077417	8/28/2026	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	$ 227.34	$ -	$ -
4500077418	8/28/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 505.40	$ -	$ -
4500077419	8/28/2026	W.W. Grainger Inc		B250-BUS REPAIR PARTS	$ 235.37	$ -	$ -
4500077420	8/28/2026	Gillig LLC		B250-BUS REPAIR PARTS	$ 1,046.30	$ -	$ -

4500077421	8/31/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 484.10	$ -	$ -
4500077422	8/31/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 4,285.22	$ -	$ -
4500077423	8/31/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 6.47	$ -	$ -
4500077424	8/31/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 211.06	$ -	$ -
4500077425	8/31/2026	RJ International LLC	DBE	G140-SHOP SUPPLIES	$ 1,293.00	$ -	$ -
4500077426	8/31/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 260.28	$ -	$ -
4500077427	8/31/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 713.86	$ -	$ -
4500077428	8/31/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 1,386.68	$ -	$ -
4500077429	8/31/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 1,471.86	$ -	$ -
4500077430	8/31/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 1,338.26	$ -	$ -
4500077431	8/31/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 685.29	$ -	$ -
4500077432	8/31/2026	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	$ 1,203.26	$ -	$ -
4500077433	8/31/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 2,581.49	$ -	$ -
4500077434	8/31/2026	Midwest Bus Corporation		B130-BUS BODY	$ 44.80	$ -	$ -
4500077435	8/31/2026	Newark Corporation		R220-RAIL/LRV TRUCKS	$ 797.54	$ -	$ -
4500077436	8/31/2026	RJ International LLC	DBE	G140-SHOP SUPPLIES	$ 3,431.84	$ -	$ -
4500077437	8/31/2026	Romaine Electric Corporation		M130-CROSSING MECHANISM	$ 984.80	$ -	$ -
4500077438	8/31/2026	S&A Systems Inc		B250-BUS REPAIR PARTS	$ 856.62	$ -	$ -
4500077439	8/31/2026	Schunk Carbon Technology LLC		G170-LUBRICANTS	$ 3,660.40	$ -	$ -
4500077440	8/31/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 6,266.74	$ -	$ -
4500077441	8/31/2026	National City Chamber of Comme		P450-PERSONNEL SVCS	$ 100.00	$ -	$ -
4500077442	8/31/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 271.67	$ -	$ -
4500077443	8/31/2026	W.W. Grainger Inc		G170-LUBRICANTS	$ 597.20	$ -	$ -
4500077444	8/31/2026	Staples Contract & Commercial L		G200-OFFICE SUPPLIES	$ 190.89	$ -	$ -
4500077445	8/31/2026	Transit Innovations LLC		M120-OVRHEAD CATENARY SY	$ 3,555.75	$ -	$ -
4500077446	8/31/2026	Trolley Support LLC		B130-BUS BODY	$ 2,257.37	$ -	$ -
4500077447	8/31/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 1,041.21	$ -	$ -
4500077448	8/31/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 4,800.27	$ -	$ -
4500077449	8/31/2026	Schuko LLC		G260-MEDIA	$ 741.68	$ -	$ -
4500077450	8/31/2026	Willy's Electronic Supply Co Inc		M110-SUB STATION	$ 118.31	$ -	$ -
4500077451	8/31/2026	VCA Animal Hospitals, Inc.		G120-SECURITY	$ 93.30	$ -	$ -
4500077452	8/31/2026	Sprout Social, Inc.		G260-MEDIA	$ 3,916.66	$ -	$ -
4500077453	8/31/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 177.25	$ -	$ -
4500077454	8/31/2026	JMIS College LLC		G260-MEDIA	$ 10,000.00	$ -	$ -
4500077455	8/31/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 224.22	$ -	$ -
4500077456	8/31/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 4,285.06	$ -	$ -
4500077457	8/31/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 3,310.61	$ -	$ -
4500077458	9/1/2026	The Infurmary Veterinary		G120-SECURITY	$ 303.18	$ -	$ -
4500077459	9/1/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 2,510.26	$ -	$ -
4500077460	9/1/2026	Blue Angel International LLC	Small Business	G140-SHOP SUPPLIES	$ 74.12	$ -	$ -
4500077461	9/1/2026	Muncie Reclamation and Supply		B140-BUS CHASSIS	$ 942.49	$ -	$ -
4500077462	9/1/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 911.25	$ -	$ -
4500077463	9/1/2026	Transit Holdings Inc		G140-SHOP SUPPLIES	$ 293.80	$ -	$ -
4500077464	9/1/2026	B and H Photo and Electronics		P540-MAINTENANCE TRAINING	$ 98.42	$ -	$ -
4500077465	9/1/2026	Init Innovations in Transportation		P130-EQUIP MAINT REPR SVC	$ 3,165.74	$ -	$ -
4500077466	9/1/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 1,397.05	$ -	$ -
4500077467	9/1/2026	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	$ 126.72	$ -	$ -
4500077468	9/1/2026	Brand Makers LLC		G250-NOVELTIES & AWARDS	$ 545.22	$ -	$ -
4500077469	9/1/2026	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	$ 990.66	$ -	$ -
4500077470	9/1/2026	IFE North America, LLC		R140-RAIL/LRV DOORS/RAMP	$ 8,495.01	$ -	$ -
4500077471	9/1/2026	Home Depot USA Inc		G220-OFFICE EQUIPMENT	$ 887.86	$ -	$ -
4500077472	9/1/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 20,244.71	$ -	$ -
4500077473	9/1/2026	Southern Counties Lubricants LL		G170-LUBRICANTS	$ 10,666.44	$ -	$ -
4500077474	9/1/2026	Gillig LLC		B120-BUS MECHANICAL PARTS	$ 94.69	$ -	$ -
4500077475	9/1/2026	Prudential Overall Supply		G140-SHOP SUPPLIES	$ 1,745.55	$ -	$ -
4500077476	9/1/2026	IFE North America, LLC		R160-RAIL/LRV ELECTRICAL	$ 7,067.33	$ -	$ -
4500077477	9/1/2026	Transit Innovations LLC		M120-OVRHEAD CATENARY SY	$ 3,555.75	$ -	$ -
4500077478	9/1/2026	Inland Kenworth (US) Inc		G130-SHOP TOOLS	$ 125.18	$ -	$ -
4500077479	9/1/2026	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	$ 295.51	$ -	$ -
4500077480	9/1/2026	TK Services Inc		B110-BUS HVAC SYSTEMS	$ 2,451.50	$ -	$ -
4500077481	9/1/2026	Transit Holdings Inc		B130-BUS BODY	$ 126.02	$ -	$ -
4500077482	9/1/2026	Transit Innovations LLC		M120-OVRHEAD CATENARY SY	$ 1,655.04	$ -	$ -
4500077483	9/1/2026	IFE North America, LLC		R140-RAIL/LRV DOORS/RAMP	$ 33,337.86	$ -	$ -
4500077484	9/1/2026	Nth Generation Computing Inc		I110-INFORMATION TECH	$ 4,172.00	$ -	$ -
4500077485	9/2/2026	Transit Holdings Inc		B130-BUS BODY	$ 181.02	$ -	$ -
4500077486	9/2/2026	Muncie Reclamation and Supply		B140-BUS CHASSIS	$ 3,665.33	$ -	$ -
4500077487	9/2/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 6,769.13	$ -	$ -
4500077488	9/2/2026	Vehicle Maintenance Program, In	Woman Owned Business	B140-BUS CHASSIS	$ 874.72	$ -	$ -
4500077489	9/2/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 1,823.65	$ -	$ -
4500077490	9/2/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 10,954.34	$ -	$ -
4500077491	9/2/2026	Jamison Professional Services, L	DBE	G170-LUBRICANTS	$ 320.15	$ -	$ -
4500077492	9/2/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,308.21	$ -	$ -
4500077493	9/2/2026	Staples Contract & Commercial L		P280-GENERAL SVC AGRMNTS	$ 103.43	$ -	$ -
4500077494	9/2/2026	Quadient, Inc.		G200-OFFICE SUPPLIES	$ 378.74	$ -	$ -
4500077495	9/2/2026	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	$ 846.15	$ -	$ -
4500077496	9/2/2026	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	$ 3,119.37	$ -	$ -
4500077497	9/2/2026	Magaldi & Magaldi Inc		B200-BUS PWR TRAIN EQUIP	$ 3,630.70	$ -	$ -
4500077498	9/2/2026	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	$ 807.25	$ -	$ -
4500077499	9/2/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 121.91	$ -	$ -
4500077500	9/2/2026	Transit Holdings Inc		B130-BUS BODY	$ 2,646.20	$ -	$ -
4500077501	9/3/2026	Transit Holdings Inc		B130-BUS BODY	$ 2,917.91	$ -	$ -
4500077502	9/3/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,397.71	$ -	$ -
4500077503	9/3/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 701.46	$ -	$ -
4500077504	9/3/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 2,254.13	$ -	$ -
4500077505	9/3/2026	Jamison Professional Services, L	DBE	G170-LUBRICANTS	$ 2,326.37	$ -	$ -
4500077506	9/3/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 32.94	$ -	$ -

4500077507	9/3/2026	Gillig LLC		B120-BUS MECHANICAL PARTS	$ 3,222.25	$ -	$ -
4500077508	9/3/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 3,951.21	$ -	$ -
4500077509	9/3/2026	Jamison Professional Services, I	DBE	G140-SHOP SUPPLIES	$ 112.62	$ -	$ -
4500077510	9/3/2026	TK Services Inc		B110-BUS HVAC SYSTEMS	$ 4,880.37	$ -	$ -
4500077511	9/3/2026	W.W. Grainger Inc		G140-SHOP SUPPLIES	$ 42.41	$ -	$ -
4500077512	9/3/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 539.72	$ -	$ -
4500077513	9/3/2026	Ster Seating LLC		B250-BUS REPAIR PARTS	$ 90.95	$ -	$ -
4500077514	9/3/2026	Clarran Inc.	DBE	G150-FASTENERS	$ 100.60	$ -	$ -
4500077515	9/3/2026	R.S. Hughes Co Inc		G160-PAINTS & CHEMICALS	$ 4,390.20	$ -	$ -
4500077516	9/3/2026	Quality Logo Products, Inc.		G250-NOVELTIES & AWARDS	$ 436.66	$ -	$ -
4500077517	9/3/2026	Roger Brav		C120-SPECIALTY CONTRACTOF	$ 5,500.00	$ -	$ -
4500077518	9/4/2026	Cummins Inc		B200-BUS PWR TRAIN EQUIP	$ 11,676.48	$ -	$ -
4500077519	9/4/2026	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	$ 5,449.57	$ -	$ -
4500077520	9/4/2026	San Diego Community		P540-MAINTENANCE TRAINING	$ 203.00	$ -	$ -
4500077521	9/4/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 1,404.89	$ -	$ -
4500077522	9/4/2026	Transit Holdings Inc		B130-BUS BODY	$ 2,112.15	$ -	$ -
4500077523	9/4/2026	Transit Holdings Inc		B130-BUS BODY	$ 371.30	$ -	$ -
4500077524	9/4/2026	Signal Hill Auto Enterprises, Inc.		G180-JANITORIAL SUPPLIES	$ 76.44	$ -	$ -
4500077525	9/4/2026	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	$ 1,965.36	$ -	$ -
4500077526	9/4/2026	San Diego Friction Products, Inc.		B140-BUS CHASSIS	$ 2,659.54	$ -	$ -
4500077527	9/4/2026	K2 Trophies and Awards, LLC		G250-NOVELTIES & AWARDS	$ 46.94	$ -	$ -
4500077528	9/4/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 2,273.31	$ -	$ -
4500077529	9/4/2026	Home Depot USA Inc		G140-SHOP SUPPLIES	$ 35.18	$ -	$ -
4500077530	9/4/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 216.39	$ -	$ -
4500077531	9/4/2026	Radwell International LLC		M180-STATION ELECTRICAL	$ 1,783.06	$ -	$ -
4500077532	9/4/2026	Homeland Fleet Services	Minority Owned Business	P280-GENERAL SVC AGRMNTS	$ 4,851.00	$ -	$ -
4500077533	9/4/2026	Grah Safe & Lock Inc	Small Business	P110-BLDG MAINTENANCE	$ 191.80	$ -	$ -
4500077534	9/4/2026	Blue Angel International LLC	Small Business	G190-SAFETY/MED SUPPLIES	$ 373.35	$ -	$ -
4500077535	9/4/2026	San Diego Community		P490-MANAGEMENT TRAINING	$ 230.00	$ -	$ -
4500077536	9/4/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 821.55	$ -	$ -
4500077537	9/4/2026	The Filipino Press, Inc.		G230-PRINTED MATERIALS	$ 720.00	$ -	$ -
4500077538	9/4/2026	Home Depot USA Inc		G130-SHOP TOOLS	$ 106.05	$ -	$ -
4500077539	9/4/2026	SiteOne Landscape Supply Holdi		G140-SHOP SUPPLIES	$ 1,400.61	$ -	$ -
4500077540	9/4/2026	Home Depot USA Inc		G140-SHOP SUPPLIES	$ 500.94	$ -	$ -
4500077541	9/4/2026	Healy Newspapers Inc		G260-MEDIA	$ 1,566.00	$ -	$ -
4500077542	9/4/2026	M Power Truck & Diesel		A140-AUTO/TRUCK REPAIR	$ 192.27	$ -	$ -
4500077543	9/4/2026	Integrity Newspapers Inc.		G260-MEDIA	$ 1,838.13	$ -	$ -
4500077544	9/4/2026	Tennant Sales & Serv Co		P130-EQUIP MAINT REPR SVC	$ 4,958.34	$ -	$ -
4500077545	9/4/2026	Warren Communications Inc		P310-ADVERTISING SERVICES	$ 1,363.00	$ -	$ -
4500077546	9/4/2026	D's Kustom Sales & Services, LL		T110-TRACK, RAIL	$ 1,718.11	$ -	$ -
4500077547	9/4/2026	SDSU Foundation		P310-ADVERTISING SERVICES	$ 800.00	$ -	$ -
4500077548	9/4/2026	Steven R Timme		G230-PRINTED MATERIALS	$ 666.50	$ -	$ -
4500077549	9/8/2026	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	$ 5,449.57	$ -	$ -
4500077550	9/8/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,782.00	$ -	$ -
4500077551	9/8/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 1,024.25	$ -	$ -
4500077552	9/8/2026	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	$ 5,417.67	$ -	$ -
4500077553	9/8/2026	Parts Authority, LLC		B160-BUS ELECTRICAL	$ 5,996.94	$ -	$ -
4500077554	9/8/2026	MJ Service Industries LLC	Disabled Veteran Business	G200-OFFICE SUPPLIES	$ 3,795.08	$ -	$ -
4500077555	9/8/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 1,103.03	$ -	$ -
4500077556	9/8/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 4,285.06	$ -	$ -
4500077557	9/8/2026	W.W. Grainger Inc		G170-LUBRICANTS	$ 3,627.47	$ -	$ -
4500077558	9/8/2026	Transit Holdings Inc		B160-BUS ELECTRICAL	$ 17.09	$ -	$ -
4500077559	9/8/2026	Brand Makers LLC		G250-NOVELTIES & AWARDS	$ 851.24	$ -	$ -
4500077560	9/8/2026	Crossline Supply, LLC		B200-BUS PWR TRAIN EQUIP	$ 5,678.43	$ -	$ -
4500077561	9/8/2026	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	$ 235.16	$ -	$ -
4500077562	9/8/2026	The Janek Corporation		B250-BUS REPAIR PARTS	$ 2,128.08	$ -	$ -
4500077563	9/8/2026	TK Services Inc		B110-BUS HVAC SYSTEMS	$ 7,320.55	$ -	$ -
4500077564	9/8/2026	Ace Uniforms LLC	Small Business	P330-UNIFORM RENT/CLEAN	$ 452.56	$ -	$ -
4500077565	9/8/2026	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	$ 3,713.32	$ -	$ -
4500077566	9/8/2026	Home Depot USA Inc		G200-OFFICE SUPPLIES	$ 340.40	$ -	$ -
4500077567	9/8/2026	2BFueled LLC		A120-AUTO/TRUCK GASOLINE	$ 14,358.29	$ -	$ -
4500077568	9/8/2026	Muncie Reclamation and Supply		B250-BUS REPAIR PARTS	$ 219.60	$ -	$ -
4500077569	9/8/2026	VGP Holdings LLC		B120-BUS MECHANICAL PARTS	$ 6,581.37	$ -	$ -
4500077570	9/8/2026	Cummins-Allison Corp.		G290-FARE REVENUE EQUIP	$ 522.00	$ -	$ -
4500077571	9/8/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 3,951.21	$ -	$ -
4500077572	9/8/2026	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	$ 4,285.22	$ -	$ -
4500077573	9/8/2026	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	$ 190.17	$ -	$ -
4500077574	9/9/2026	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	$ 504.40	$ -	$ -
4500077575	9/9/2026	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	$ 2,009.10	$ -	$ -
4500077576	9/9/2026	Blue Angel International LLC	Small Business	G170-LUBRICANTS	$ 154.99	$ -	$ -
4500077577	9/9/2026	Mohawk Mfg & Supply Co		B200-BUS PWR TRAIN EQUIP	$ 373.67	$ -	$ -
4500077578	9/9/2026	Transit Holdings Inc		B140-BUS CHASSIS	$ 361.83	$ -	$ -
4500077579	9/9/2026	Transit Holdings Inc		B250-BUS REPAIR PARTS	$ 54.90	$ -	$ -
4500077580	9/9/2026	Init Innovations in Transportation		P130-EQUIP MAINT REPR SVC	$ 1,812.38	$ -	$ -
4500077581	9/9/2026	Legacy Fence Fabrication		M200-YARD FACILITIES	$ 1,633.90	$ -	$ -
4500077582	9/9/2026	Muncie Reclamation and Supply		B140-BUS CHASSIS	$ 91.81	$ -	$ -
4500077583	9/9/2026	Transit Holdings Inc		B130-BUS BODY	$ 1,329.25	$ -	$ -
4500077584	9/9/2026	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	$ 211.16	$ -	$ -
4500077585	9/9/2026	Network Industries, Inc.		P130-EQUIP MAINT REPR SVC	$ 2,661.39	$ -	$ -
4500077586	9/9/2026	Airgas Inc		G140-SHOP SUPPLIES	$ 264.64	$ -	$ -

EXPENSE CONTRACTS				
Doc #	**Organization**	**Subject**	**Amount**	**Day**
B0746.6-22	NEW FLYER	PRICE ADJUSTMENT	$104,341.71	7/21/2026
PWB403.3-24	DLF	VARIOUS CCOS	$32,852.89	7/24/2026
G3199.0-26	RSG	AS-NEEDED JOINT DEVELOPEMENT REAL ESTATE ANALYSIS	$84,030.00	7/27/2026
L1395.3-17	IWG TOWER	MT MIGUEL ANTENNA SUBLEASE	$15,444.00	7/29/2026
B0793.0-26	MOHAWK	BUS ENGINE PARTS	$144,426.37	7/30/2026
PWG383.7-24	ARI	BLDG A C PANEL UPGRADE	$49,966.61	8/3/2026
PWB403.6-24	DLF	AMERICA PLAZA PCO 62 ADDITIONAL ASPHALT	$115,468.60	8/7/2026
PWB403.5-24	DLF	AMERICA PLAZA VARIOUS CCO	$39,298.30	8/11/2026
PWL433.2-25	DRS	ADDITIONAL LOCATIONS	$54,048.27	8/13/2026
G3263.0-27	AT&T	FATPIPE MANAGED ROUTER SVCS & MAINT RENEWAL	$96,368.45	8/18/2026
B0799.0-26	VMP	BUS BRAKE SUBCOMPONENTS	$120,211.11	8/19/2026
G2524.0-22.WO5	3DEGREES	PURCHASE 17,207 RECS	$47,147.18	8/26/2026
B0746.7-22	NEW FLYER	PRICE ADJUSTMENT	$121,703.68	9/2/2026

REVENUE CONTRACTS AND MOUs				
Doc #	**Organization**	**Subject**	**Amount**	**Day**
G3270.0-27	SPRING STREET FAMILY HOUSING, LP	ACCESS EASEMENT	$0	9/1/2026
G3217.0-26	SPRING STREET FAMILY HOUSING, LP	GROUND LEASE	5% NET CASH FLOW ANNUAL RENT	9/1/2026

Metropolitan Transit System

MEMORANDUM

DATE: July 29, 2026

TO: MTS Board of Directors

FROM: Sharon Cooney, Chief Executive Officer

SUBJECT: Legislative Update

Below is a summary of recent legislative and policy developments affecting public transportation at both the state and federal levels. We are continuing to monitor these items and will provide updates as they evolve.

State Updates

State budget and transit funding

Status: The State's FY 2026-2027 budget was passed and signed into law shortly before the start of the new fiscal year, which began on July 1st. The budget agreement deferred action on the majority of Greenhouse Gas Reduction Fund (GGRF) expenditures, which includes vital funding for key climate programs, including the Transit and Intercity Rail Capital Program (TIRCP), the Low Carbon Transportation Operations Program (LCTOP), the Affordable Housing and Sustainable Communities Program (AHSC), as well as the remaining appropriations for the formula-based Zero-Emission Transit Capital Program (as committed under SB 125).

Why it matters: As a reminder, the California Air Resources Board (CARB) recently adopted amendments to the Cap-and-Invest program which will reduce GGRF revenues by $2 billion annually, putting at risk the elimination of GGRF "Tier 3" programs included above (TIRCP, LCTOP, AHSC, etc.). MTS, the California Transit Association, and a broad stakeholder coalition have been advocating the Legislature to protect GGRF funding for these programs before the end of the legislative year on August 31st. MTS has received approximately $175 million over the last decade from TIRCP funding and more than $60 million in LCTOP funding to support transportation projects which have brought significant ridership and GHG reduction benefits to the region. Maintaining access to these funds is critical for public transit agencies throughout California.

Next Steps: The Legislature reconvenes from Summer Recess on August 3rd. MTS will continue its advocacy efforts to urge the Legislature and Governor to maintain the appropriations of these GGRF programs. If Board Members are interested in assisting with messaging to state delegation members, please contact me or Julia Tuer for additional information and speaking points.

Key Legislation

AB 2484 (Alvarez)

Summary: MTS-sponsored legislation, authored by Assemblymember Alvarez, which would confirm the imposition of a voter-approved sales tax of up to 0.5% for MTS may also be imposed by a qualified citizens' initiative. The bill would also exclude any MTS voter-approved tax rate from being considered for purposes of the combined rate limit under Section 7251.1 of the Revenue and Taxation Code (2% tax cap rate).

Status: AB 2484 will be considered for final approval on the Senate floor this August before heading to the Governor's office.

ACA 21 (Rivas)

Summary: Passed by the Legislature as a compromise to remove the Local Taxpayer Protection Act from the November 2026 ballot, ACA 21 removes ACA 13 (Ward) of 2023 from the November ballot. Had it been approved by the voters, ACA 13 would have required that any voter initiative attempting to increase the voter approval threshold for subsequent ballot measures achieve that same voter threshold it was attempting to implement (e.g. a measure that sought to require a 2/3 vote for ballot measures would itself need to receive a 2/3 vote to be enacted).

Status: Approved and Chaptered by the Secretary of State on June 25th.

ACA 22 (Wicks)

Summary: Also included in the compromise to remove the Local Taxpayer Protection Act from the November ballot, this Constitutional Amendment would prohibit a local government, including through a citizens' initiative, from imposing, extending, or increasing any special tax, unless the tax is approved by a two-thirds vote. In contrast to the LTPA, ACA 22 would take effect January 1, 2027, and as such, is not anticipated to impact prior citizens' initiatives passed at a lower threshold or those pending on the November 2026 ballot. However, should it be passed, it would significantly impact future self-help measures (including any future MTS ballot measures).

Status: Passed by the Legislature on June 25th. It will appear before the voters on the November 2026 ballot.

State advocacy activities

Meeting Date: July 13th
Member: Assemblymember Ward
Purpose: MTS update and advocacy for state transit funding.

Meeting Date: July 14th
Member: Office of Assemblymember Sharp-Collins
Purpose: MTS update and advocacy for state transit funding.

Meeting Date: July 15th
Member: Assemblymember Alvarez
Purpose: MTS update and advocacy for state transit funding.

Meeting Date: July 22nd
Member: Office of Assemblymember Patel
Purpose: MTS update and advocacy for state transit funding.

Meeting Date: July 27th
Member: Senator Blakespear
Purpose: MTS update and advocacy for state transit funding.

Recent/upcoming State competitive grant opportunities

Program: Caltrans Section 5311(f) Intercity Bus Program
Application: August 2026 – Seeking $300,000 in operating assistance for Intercity Route 894 for FY2027.

Federal Updates

Federal transportation funding

Status: The House passed a continuing resolution that would keep the government open through December 4th, sending the fiscal discussions past the November midterm elections and over to the Senate consideration. The House has adjourned for recess while the Senate debates the measure and potential funding adjustments. Additionally, Congress is working to reauthorize federal surface transportation programs before the current Infrastructure and Investment and Jobs Act (IIJA) expires on September 30th. It is likely there will be some form of an extension to the current IIJA to allow for additional time for Congress to negotiate past the expiration date.

Why it matters: The FY 2027 Appropriations bills and the Surface Transportation Reauthorization provide critical funding and policy direction for public transportation. MTS receives over $115 million in federal formula funding every year. Ensuring this funding is maintained and continues to grow year over year is crucial for the sustainability of transit services.

Next steps: MTS will continue its advocacy work urging Congress to make robust investments in public transportation. If Board Members are interested in assisting with messaging to federal delegation members, please contact me or Julia Tuer for additional information and speaking points.

Federal advocacy activities

Meeting Date: July 28th
Member: Congressman Vargas
Purpose: MTS update and advocacy for federal FY 27 Appropriations funding and Surface Transportation Reauthorization priorities.

Recent/upcoming Federal competitive grant opportunities

Program: Congressional Community Project Funding ("earmarks")
Application: Congressman Vargas awarded MTS with $500,000 for our LRV CCTV Replacement Project. Final appropriation of these funds will be determined based on the outcome of the FY 27 Appropriations bill.

Program: Congressional Community Project Funding ("earmarks")
Application: Congressman Peters awarded MTS with $250,000 for our Facility Resiliency Planning Project which will begin studying flooding issues in and around the 12th & Imperial Transit Center. Final appropriation of these funds will be determined based on the outcome of the FY 27 Appropriations bill.

Program: Congressional Community Project Funding ("earmarks")
Application: Congresswoman Jacobs awarded MTS with $250,000 for ADA Bus Stop Improvement Upgrades. Final appropriation of these funds will be determined based on the outcome of the FY 27 Appropriations bill.

Program: Operation Lifesaver, Inc. (OLI) Rail Transit Safety Education Grant
Application: July 2026 – Seeking $20,000 to support rail safety education presentations and Trolley wrap that supports rail safety messaging.

Program: Federal Emergency Management Agency (FEMA) Transit Security Grant Program (TSGP)
Application: July 2026 – Seeking over $500,000 to support the Central Command Dispatch Center System Upgrade Project

Program: FTA Joint Buses & Bus Facilities Program (5339c)/Low or No Emissions Program (5339c)
Application: Due September 2026 - application development under review

Looking Ahead

Key dates over the next several weeks include:

- August 2026 – meeting with Congressman Peters to provide an MTS update and advocate for FY 2027 Appropriations funding as well as the Surface Transportation Reauthorization priorities.
- August 2026 – pending meeting confirmation with Congresswoman Jacobs to provide an MTS update and advocate for FY 2027 Appropriations funding as well as the Surface Transportation Reauthorization priorities.
- August 2026 – Senate floor vote for AB 2484 will take place
- August 2026 – continued State legislative hearings regarding GGRF program funding
- September 2026 – FTA Buses & Bus Facilities/Low or No Emissions Competitive Grant Program application due

Metropolitan Transit System

MEMORANDUM

DATE: September 2, 2026

TO: MTS Board of Directors

FROM: Sharon Cooney, Chief Executive Officer

SUBJECT: Legislative Update

Below is a summary of the past month's legislative and policy developments affecting public transportation at both the state and federal levels. We are continuing to monitor these items and will provide updates as they evolve.

State Updates

State transit funding

Status: The 2026-2027 Legislative session has come to a close. All bills that have advanced will be considered for the Governor's signature until September 30th. As part of final legislative actions taken, AB 113 and SB 193 were created, which includes changes related to the Greenhouse Gas Reduction Fund (GGRF). Specifically, AB 113 maintains the state's commitment made in SB 125 of $230 million for FY 2027 for the Zero-Emission Transit Capital (ZETCP) Program. The bill assumes higher baseline GGRF funding relative to the FY 2027 budget for TIRCP of $95 million (up from the $76 million FY 2027 projection) and LCTOP of $48 million (up from $38 million FY 2027 projection). Although these baselines are higher than the initial FY 2027 estimates, they still fall well below the original target amounts per SB 840 (Limon), which included $400 million for TIRCP and $200 million for LCTOP. SB 193, among other clean-up provisions to govern GGRF expenditures, also directs interest earned on GGRF to the GGRF expenditure plan beginning in FY 2028, potentially creating an opportunity to help bolster funding for Tier 3 programs in future years.

Why it matters: As a reminder, MTS, the California Transit Association, and a broad stakeholder coalition have been advocating the Legislature to protect GGRF funding for transit-related programs (SB 125 ZETCP, TIRCP, LCTOP, etc.). MTS has received approximately $17 million in SB 125 ZETCP funding and is expected to receive $9.4 million in FY 2027 and $19.4 million in FY 2028 in ZETCP, upon appropriation by the Legislature and Governor. Additionally, MTS has received approximately $175 million over the last decade from TIRCP funding and more than $60 million in LCTOP funding to support transportation projects which have brought significant ridership and GHG reduction benefits to the region. Maintaining access to these funds is critical for MTS and all public transit agencies throughout California.

Next Steps: These bills have advanced to the Governor and are pending his final approval.

Key Legislation

AB 2484 (Alvarez)

Summary: MTS-sponsored legislation, authored by Assemblymember Alvarez, which would confirm the imposition of a voter-approved sales tax of up to 0.5% for MTS may also be imposed by a qualified citizens' initiative. The bill would also exclude any MTS voter-approved tax rate from being considered for purposes of the combined rate limit under Section 7251.1 of the Revenue and Taxation Code (2% tax cap rate).

Status: AB 2484 passed the Legislature and has been sent to the Governor. The Governor has until September 30th to sign or veto bills.

State advocacy activities

Outreach communication with State delegation staff members in final days of legislative session to continue advocacy related to funding Tier 3 programs in the GGRF.

Recent/upcoming State competitive grant opportunities

Program: Caltrans Section 5311(f) Intercity Bus Program
Application: August 2026 – Seeking $300,000 in operating assistance for Intercity Route 894 for FY2027.

Federal Updates

Federal transportation funding

Status: Congress passed a continuing resolution that would keep the government open through December 11th, sending the fiscal discussions past the November midterm elections. The bill now moves to the president's desk for final signature. As part of the continuing resolution, Congress included an extension to the current federal surface transportation program, the current Infrastructure and Investment and Jobs Act (IIJA), which would have similarly expired on September 30th. Additionally, the continuing resolution delays the implementation of an Office of Management and Budget (OMB) Rule overhauling Uniform Guidance, which governs how federal grants can be administered.

Why it matters: The FY 2027 Appropriations bills and the Surface Transportation Reauthorization provide critical funding and policy direction for public transportation. MTS receives over $115 million in federal formula funding every year. Ensuring this funding is maintained and continues to grow year over year is crucial for the sustainability of transit services.

Next steps: MTS will continue its advocacy work urging Congress to make robust investments in public transportation. If Board Members are interested in assisting with messaging to federal delegation members, please contact me or Julia Tuer for additional information and speaking points.

Federal advocacy activities

Meeting Date: August 18th
Member: Congressman Peters
Purpose: MTS update and advocacy for federal FY 27 Appropriations funding and Surface Transportation Reauthorization priorities.

Meeting Date: September 4th
Member: Congresswoman Jacobs
Purpose: MTS update and advocacy for federal FY 27 Appropriations funding and Surface Transportation Reauthorization priorities.

Recent/upcoming Federal competitive grant opportunities

Program: Congressional Community Project Funding ("earmarks")
Application: Congressman Vargas awarded MTS with $500,000 for our LRV CCTV Replacement Project. Final appropriation of these funds will be determined based on the outcome of the FY 27 Appropriations bill.

Program: Congressional Community Project Funding ("earmarks")
Application: Congressman Peters awarded MTS with $250,000 for our Facility Resiliency Planning Project which will begin studying flooding issues in and around the 12th & Imperial Transit Center. Final appropriation of these funds will be determined based on the outcome of the FY 27 Appropriations bill.

Program: Congressional Community Project Funding ("earmarks")
Application: Congresswoman Jacobs awarded MTS with $250,000 for ADA Bus Stop Improvement Upgrades. Final appropriation of these funds will be determined based on the outcome of the FY 27 Appropriations bill.

Program: Operation Lifesaver, Inc. (OLI) Rail Transit Safety Education Grant
Application: July 2026 – Seeking $20,000 to support rail safety education presentations and Trolley wrap that supports rail safety messaging.

Program: Federal Emergency Management Agency (FEMA) Transit Security Grant Program (TSGP)
Application: July 2026 – Seeking over $500,000 to support the Central Command Dispatch Center System Upgrade Project

Program: FTA Innovative Coordinated Access and Mobility (ICAM) Program
Application: Due September 2026 – Seeking approximately $1 million for the purchase of up to five ADA-compliant paratransit vehicles for the MTS Access fleet.

Program: FTA Buses & Bus Facilities Program (5339c)
Application: Due September 2026 – Seeking approximately $2.1 million to modernize our regional transit management and operations software systems, RTMS and HASTUS. These programs improve real-time dispatch and vehicle tracking, and streamline incident detection and response, allowing us to better serve our communities.

Program: FTA Low or No Emissions Program (5339c)
Application: Due September 2026 – Seeking approximately $20 million to assist in the maintenance and modernization of three bus divisions (Imperial Avenue Division, Kearny Mesa Division, Copley Park Division) to address aging infrastructure and strengthen the facilities to continue providing clean, safe, and reliable transit services.

Looking Ahead

Key dates over the next several weeks include:

- September 2026 – Governor's decision regarding AB 2484 and other priority legislation
- September 2026 – FTA ICAM Program application due
- September 2026 – FTA Buses & Bus Facilities application due
- September 2026 – FTA Low or No Emissions Program application due
- September/October 2026 – pending meeting confirmation with Senator Weber Pierson to provide an MTS update and advocate for state transit funding.
- September/October 2026 – pending meeting confirmation with Senator Padilla to provide an MTS update and advocate for state transit funding.
- October 2026 –meeting with Assemblymember Boerner to provide an MTS update and advocate for state transit funding.

San Diego MTS Receives Prestigious Outstanding Public Transportation System Award

Monday, August 3, 2026

The American Public Transportation Association (APTA) recognized MTS for its achievements in service operation, passenger safety, customer service, financial management and more

Agency leadership played vital role in high-performing operational excellence

San Diego – The San Diego Metropolitan Transit System (MTS) received the transportation industry's most prestigious annual award, the Outstanding Public Transportation System. Presented through the American Public Transportation Association's (APTA) annual awards program, the award recognizes transit systems that demonstrate exceptional leadership, serve as outstanding models of excellence, and advance the future of public transportation through innovation and achievement.

"This award reflects the extraordinary progress MTS has made in delivering value to the communities we serve," said Stephen Whitburn, MTS Board Chair and San Diego City Councilmember. "From strengthening public safety and security to improving accessibility, embracing innovation, and responding to customer needs, MTS has demonstrated a commitment to continuous improvement across every aspect of the organization. I am proud of what our team and the Board of Directors has accomplished and excited about the strong foundation we are building for the future of transit in San Diego."

"Receiving APTA's Outstanding Public Transportation System Award is an incredible honor and a testament to the dedication of our employees, the support of our Board of Directors, and the trust our riders place in us every day," said Sharon Cooney, Chief Executive Officer of MTS. "Over the past several years, MTS has remained focused on delivering safe, reliable, and innovative transit services. This recognition reflects the hard work of our entire organization."

During the past three years, MTS established itself as one of the highest-performing large transit agencies in the United States. While many agencies continued to face challenges associated with workforce shortages, financial uncertainty, and slower-than-expected ridership recovery, MTS consistently exceeded expectations through a balanced focus on safety, service quality, innovation, and fiscal stewardship.

In Fiscal Year 2025 alone, the agency provided more than 81 million passenger trips and recovered 95.2 percent of its pre-pandemic ridership, making it one of only two Top 40 transit agencies nationwide to surpass the 95 percent recovery threshold. Other notable accomplishments included:

- Earned a perfect score on the Federal Transit Administration's 2025 Triennial Review, with no deficiencies identified.
- One of only two U.S. transit agencies to receive the Transportation Security Administration's (TSA) Gold Standard Award for security and resilience.
- Achieved the nation's lowest light rail operating cost among large transit agencies at $212 per service hour.
- Delivered a $3.58 cost per passenger, 40% better than the next-ranked agency, while ranking second nationally in ridership productivity.
- Partnered with 30 agencies countywide to connect people experiencing homelessness with housing, healthcare, and support services.

"Congratulations to the 2026 APTA Award winners and Hall of Fame inductees," said Leanne Redden, APTA Board Chair and Executive Director of the Regional Transportation Authority. "Their leadership reflects the very best of our industry, and it shows in their relentless commitment to connecting communities, advancing innovation, and improving the lives of the riders they serve every day. I'm proud to celebrate their achievements alongside the entire APTA community."

"The achievements and legacies of our awardees represent the passion and expertise driving public transportation forward. Their work strengthens the communities they serve and sets a standard for excellence across our industry. On behalf of APTA, congratulations to the 2026 winners and Hall of Fame inductees," said APTA President and CEO Paul P. Skoutelas.

This recognition showcases MTS as a transit agency that delivers strong results today while building a resilient foundation for the future.

The award will be presented to MTS at the APTA 2026 Honors Ceremony during the 2026 TRANSform Conference & EXPO in Chicago this October.

About MTS

The Metropolitan Transit System (MTS) operates 93 bus routes and four Trolley lines in 10 cities and unincorporated areas of San Diego. MTS is a leader in advancing initiatives to create a greener, cleaner and better-connected transit system in San Diego. Each weekday, more than 250,000 passenger trips are taken throughout the MTS system, taking people to work, school, health appointments and other essential trips. In FY 2025, MTS served more than 81 million riders. For service schedule updates, news, alerts and more information on how you can use public transportation, go to www.sdmts.com.

###

MTS Rider Insider

LOVE MTS?

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First Name

By submitting this form, you are consenting to receive marketing emails from: San Diego Metropolitan Transit System, 1255 Imperial Ave, #1000, San Diego, CA, 92101, US, http://www.sdmts.com/. You can revoke your consent to receive emails at any time by using the SafeUnsubscribe® link, found at the bottom of every email. Emails are serviced by Constant Contact.

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Agenda Item No. 05

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Purchase of Class B Paratransit Vehicles – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. B0804.0-27 (in substantially the same format as Attachment A), with Model 1 Commercial Vehicles, Inc., for the purchase of twenty-two (22) propane-powered Class B Paratransit Vehicles in the amount of $4,885,015.52.

Budget Impact

The total contract cost of the vehicles is estimated to be $4,885,015.52 (Attachment B). The project will be funded by the Capital Improvement Program (CIP) 1001110101 – Americans with Disabilities Act (ADA) Bus Procurement.

DISCUSSION:

MTS operates Complementary Paratransit Service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems. The current fleet of vehicles consists of ninety-two (92) Ford E450 Cutaways, twenty (20) Ford T350 Cutaways, and two (2) Ford E-Transit vans. Twenty-two (22) vehicles in the current fleet have reached the end of their useful life. These vehicles will be replaced as part of the Fiscal Year (FY) 2026 Fleet Replacement Plan. This new purchase is for twenty-two (22) propane-powered Class B vehicles. The vehicle type was chosen to match to the ridership and range demands served by the current fleet.

Federal Transit Administration (FTA) Circular 4220.1G, Chapter V, Section 4, encourages federal grant recipients to use state and local intergovernmental agreements for procurements of goods and services. MTS staff identified an intergovernmental agreement that provides Paratransit vehicles that meet MTS specifications through a California State government purchasing schedule administered by the California Association of Coordinated Transportation (CalACT), RFP No. #20-01. This Purchasing Cooperative allows MTS to select vehicles from a pre-competed menu of choices from different vendors and manufacturers. The Model 1 Commercial Vehicles, Inc. proposal sets the price for each vehicle, including MTS-specified optional features, taxes, and fees, at $222,046.16.
CalACT negotiates the purchasing collective on behalf of multiple agencies and is able to obtain

pricing that cannot be obtained through single-agency procurements. This pricing is in line with prior proposals from previous procurements for Paratransit vehicles. Therefore, staff deems the costs to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. B0804.0-27, with Model 1 Commercial Vehicles, Inc., for the purchase of twenty-two (22) propane powered Class B Paratransit Vehicles in the amount of $4,885,015.52.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. MTS Draft Agreement No. B0804.0-27
B. Cost Proposal B0804.0-27

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0804.0-27

PURCHASE OF 22 CLASS B PARATRANSIT VEHICLES

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: Model 1 Commercial Vehicles, Inc.

Address: 9225 Priority Way West Dr. Suite 300

Indianapolis (City) Indiana (State) 46240 (Zip)

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

Email: biddepartment@model1.com

Telephone: 888-633-8380

Authorized person to sign contracts Jason Spore (Name) Transit Bid Manager (Title)

DRAFT

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), Forms (Exhibit D).

The contract term is for two (2) years effective October 1, 2026 through September 30, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $4,885,015.52 (inclusive of all applicable taxes and fees) without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MODEL 1 COMMERICAL VEHICLES, INC
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form: By: _____ Karen Landers, General Counsel	Title: _____

MODEL1 COMMERCIAL VEHICLES

Creative Bus Sales
The Nation's Largest Bus Dealership

CalACT MBTA RFP #20-01 - Class B - Quote Sheet *(Rev 2025)*

Vehicle Type:	**Class B - Starcraft Bus (Allstar)**	**Date:**	**1/30/2044**
Contact:	**Vassy Hycz**	**Lift Info:**	☑ Braun ☐ Front ☐ Rear
Agency:	**San Diego MTS**	**Seat Material Level:**	**Level 5**
Address:	**100 16th St.**	**Seat Color:**	**Docket 90 Wine**
City, State, Zip:	**San Diego, CA 92101**	**Flooring and Color:**	**Altro Chroma TFCR27MTS**
Phone:	**619-235-2648**	**Salesperson:**	**Jon Fink**
E-Mail:	Vassilena.Hycz@sdmts.com	**Salesperson Cell:**	**909-241-0424**
Delivery:	6-9 Months from Receipt of PO	**Salesperson E-Mail:**	JFink@Model1.com
NOTE:	***PER THE PURCHASING COOPERATIVE, PRICING SUBJECT TO CHANGE DUE TO PPI (PRODUCER PRICE INDEX) ESCALATION AND/OR MANUFACTURER PRICE INCREASES. PLEASE CONTACT YOUR SALES REPRESENTATIVE TO CONFIRM QUOTED PRICING IS STILL VALID PRIOR TO ISSUANCE OF PURCHASE ORDER.***		

Quantity:	Description	Price	Ext. Price	ADA
1	Starcraft Bus - Class B - ***(Ford E450 Propane 64G)*** *Subject to CARB certification*	$144,583.00	$144,583.00	$23,414.00
	Published Options			
4	1 - Freedman Foldaway Seat (double)	$2,337.00	$9,348.00	$9,348.00
2	2 - 34"-36" Freedman Flip Seat (featherweight)	$1,885.00	$3,770.00	$3,770.00
8	9 - Credit for seat delete	-$135.00	-$1,080.00	
1	10 - Recaro SHS Drivers Seat (If not standard)	$1,338.00	$1,338.00	
1	25 - Raised Flat Floor - (3 Step Entry)	$598.00	$598.00	$598.00
2	28 - Additional Mobility Aid position 8100's (w/tie downs)	$796.00	$1,592.00	$1,592.00
4	31 - Qstraint Deluxe (8100) credit per set of 4	-$113.00	-$452.00	
6	37 - Full Length Track (Floor) (Per Foot)	$34.00	$204.00	$204.00
1	42 - Lift Pad Cover	$339.00	$339.00	$339.00
1	47 - 2-Way radio prep	$192.00	$192.00	
1	64 - Telma Driveline Brake Retarder	$10,562.00	$10,562.00	
1	84 - Roof Vent (Safefleet)	$350.00	$350.00	
1	99 - Amerex Fire Suppression w/Methane Detection	$8,078.00	$8,078.00	
1	102 - Rear Backup Camera and Monitor	Standard	Standard	
1	123 - Delivery Zone 1	$903.00	$903.00	
	Non-Published Options			
1	Chassis Keyed Alike	$420.00	$420.00	
3	Altro T36T Aluminum step edging w/yellow insert (Each)	$50.00	$150.00	
1	Wheelchair Loop Compartment Under Flip Seats on Rear Wall	$695.00	$695.00	$695
1	Storage Compartment (Front bulkhead carpeted and vented)	$375.00	$375.00	
1	"Tower" Hot Water Heater 60K BTU	$510.00	$510.00	
1	Luminator RoadRunner Pro MDVR Per Attached Specifications	$17,165.00	$17,165.00	
1	Slanted Driver's Modesty Panel for Additional Driver Space	$300.00	$300.00	
1	No Tool Box / First Aid Kit / Blood Borne Kit Credit	-$200.00	-$200.00	
1	Paint and Decal	$7,000.00	$7,000.00	
1	Locate Two Batteries to Stainless Steel Tray (No Battery Under Hood)	$295.00	$295.00	
1	POWER DISTRIBUTION CENTER, 5 BATTERY HOT, 5 IGNITION HOT, 6 GROUNDS LOCATION IN ELECTRICAL CENTER	$450.00	$450.00	

NOTE :
PER THE PURCHASING COOPERATIVE, PRICING SUBJECT TO CHANGE DUE TO PPI (PRODUCER PRICE INDEX) ESCALATION AND/OR MANUFACTURER PRICE INCREASES. PLEASE CONTACT YOUR SALES REPRESENTATIVE TO CONFIRM QUOTED PRICING IS STILL VALID PRIOR TO ISSUANCE OF PURCHASE ORDER.

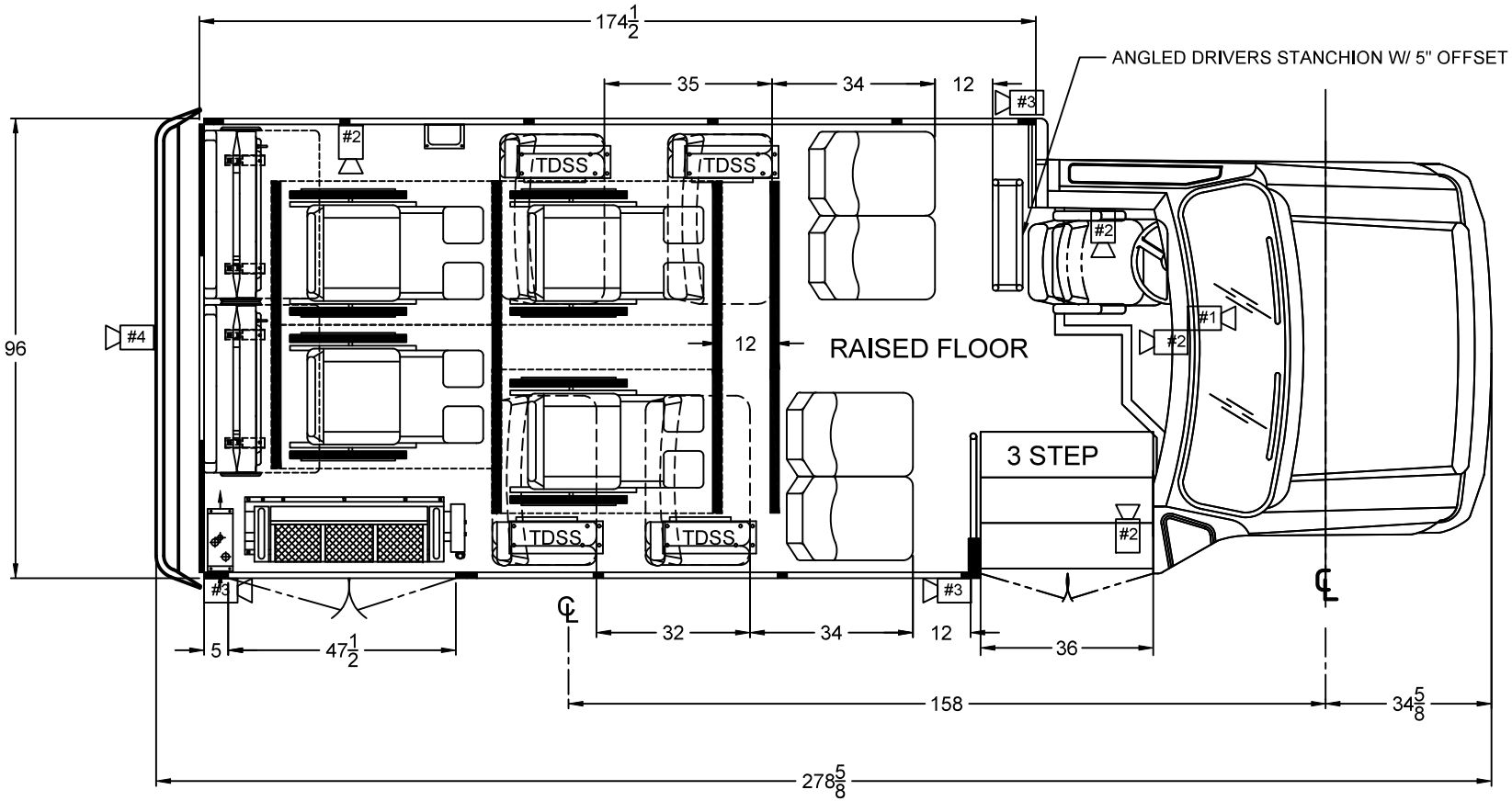
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options

The Taxable Amount Includes the Mobility Rebate of $1,000.00 For Ford Chassis

San Diego*

Class B - Base Price	$144,583.00	
Published Options	$35,742.00	
Non-Published Options	$27,160.00	
Total	$207,485.00	$39,960.00
Doc Prep Fee	$85.00	
Non-Taxable	$39,960.00	
Taxable Amount	$168,610.00	
Tax Total	$13,067.28	7.750%
Sub-Total	$220,637.28	
CalACT Fee*	$1,363.63	
DMV E-File Fee:	$33.00	
DMV Fee	$0.00	*(Estimated)*
Tire Fee	$12.25	
Total	**$222,046.16**	
Number of Units	22	
Final Total	**$4,885,015.52**	

Purchasing of vehicles requires a CALACT membership, letter of assignment, and payment of procurement fee. If you have any questions, please contact CALACT direct at 916-920-8018 *CalACT fee is 1.5% of purchase price capped at $30,000 per purchase order



CAMERA #	
#1	RRP-IPC-FFC-4.0
#2	RRP-AHD-IDC-2.1
#3	RRP-AHD-CSC-2.8
#4	RRP-AHD-BUC-2.2

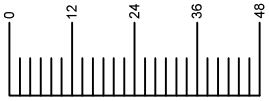
DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

NOTE: SHOWN WITH MID HI FREEDMAN SEATS
E-450 14,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

SCALE IN INCHES



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REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

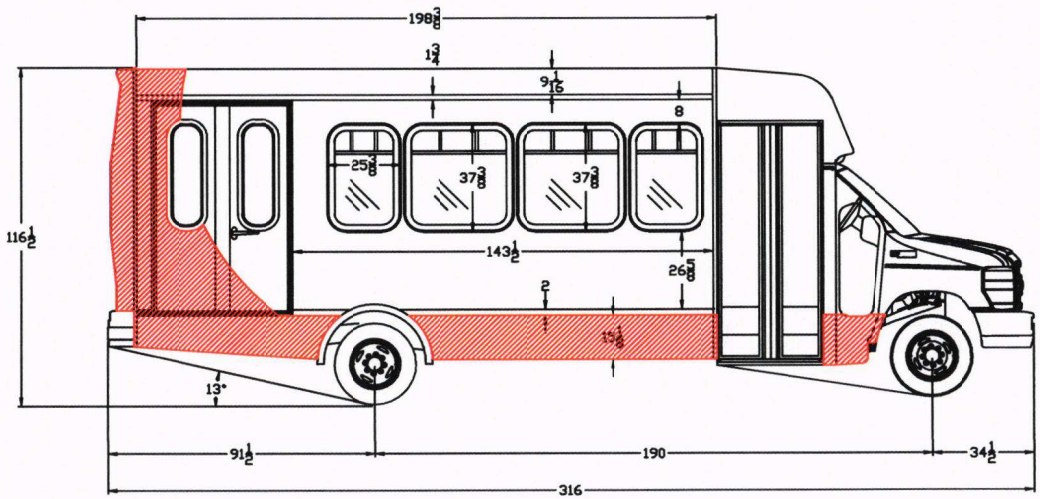
TOLERANCE UNLESS OTHERWISE SPECIFIED	
WOOD	OTHER
± 1/8"	± 1/16"
± 1°	± 1/2°

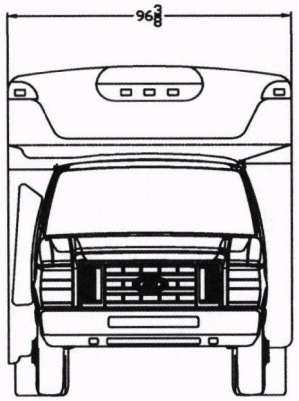
FOREST RIVER BUS

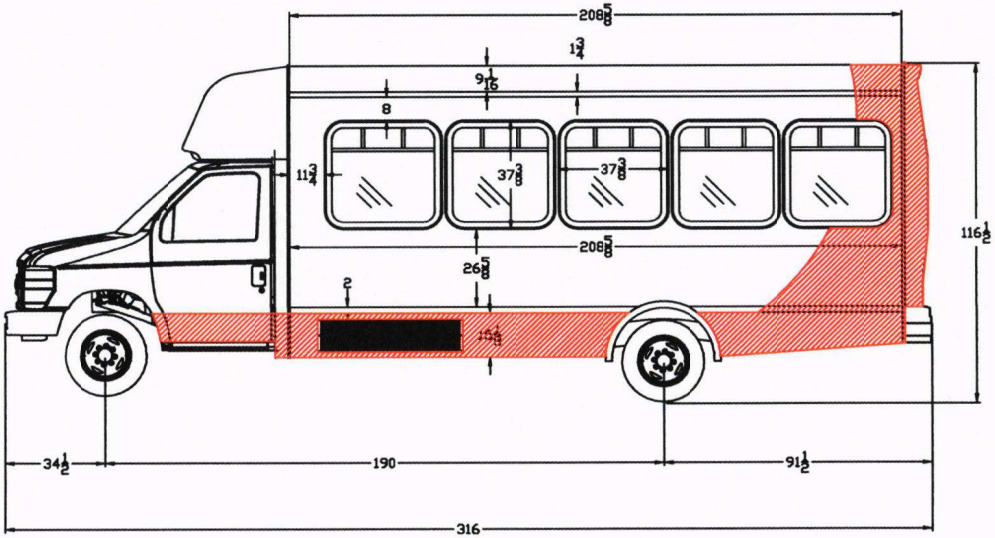
TITLE: 4 4WC 158" WB 163" BDY MODEL 22

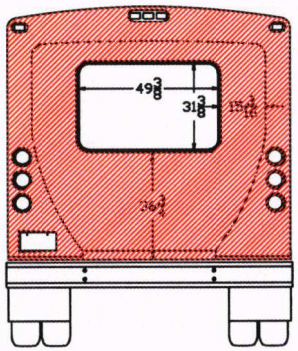
NAME: LGINGERICH DATE: 08/21/25

DWG. No. 4 4 WC 4 DB FOLDS 2 DB FLIPS 158 163-2 FRB









TOYLAND RED VALSPAR #829R4072

129411-129420B

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REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED	
WOOD	OTHER
± 1/8"	± 1/16"
± 1°	± 1/2"

FOREST RIVER BUS

TITLE: 190" WB MODEL 26

NAME: LG

DATE: 07/17/23

DWG. No. 190 WB 26FT 2011

LUMINATOR CAMERA SPECIFICATIONS FOR SAN DIEGO MTS

RRPro:			
Recorder:			
1	20	RRP-MDVRSSD4S	RoadRunner Pro Solid State Drive, 4TB
2	20	RRP-MDVR-24	RoadRunner Pro MDVR 12-channel AHD + 12-channel IPC (PON power supply)
3	20	RRP-Event	ROADRUNNER PRO PANIC ALARM BUTTON
4	20	009-0544-020	ROADRUNNER PRO RS485 CABLE 20 FT
5	20	009-0541-020	ROADRUNNER PRO GPIO CABLE 20 FT
6	20	RRP-MDVRGPS	RoadRunner Pro GPS Antenna
7	20	RR-UPS-B2	Uninterruptible Power Supply with Battery
8	20	009-0336-003	CABLE, PWR HARNESS, RRP-UPSB TO RRP-MDVR
9	20	099-0032-007	Cable Assy, Power and Fuse, MRH Series w/Heater, 7'
Cameras:			
10	20	RRP-IPC-FFC-4.0	IPC Forward Facing Camera, 4.0mm
11	80	RRP-AHD-IDC-2.1	AHD Internal Dome Camera, 2.1mm
12	40	RRP-AHD-SSC-2.8	AHD Street Side Camera, 2.8mm
13	40	RRP-AHD-CSC-2.8	AHD Curb Side Camera, 2.8mm
14	20	RRP-AHD-BUC-2.2	AHD Backup Camera, 2.2mm
Camera Cables: Analog			
15	20	009-0553-010	AHD AHSL CAMERA CABLE, 10 FT
16	40	009-0553-025	AHD AHSL CAMERA CABLE, 25 FT
17	80	009-0553-035	AHD AHSL CAMERA CABLE, 35 FT
18	20	009-0553-020	AHD AHSL CAMERA CABLE, 20 FT
19	20	009-0553-045	AHD AHSL CAMERA CABLE, 45 FT
20	20	009-0600-035	ROADRUNNER PRO AHD M12 TO AHSL 35 FT (Analog Backup)
21	20	009-0552-020	IPC AHSL CAMERA CABLE, 20 FT (Forward Facing IP)
Cell Router			
22	20	036-0127-001	WIRELESS, RUGGED ROUTER LTE
23	20	500-5056-001	CABLE, SPLITTER, ACC/PWR, RRP
24	20	500-6061-003	ROUTER POWER CABLE, 4 PIN MOLEX, 3'
25	20	036-0067-015	Antenna, Wifi/Wifi/Cell/Cell/GPS, 15'

AMEREX FIRE SUPPRESSION SYSTEM SPECIFICATIONS FOR SAN DIEGO MTS

Amerex SafetyNet Fire Detection/Suppression & Propane Gas Detection System

Part No.	Description	Qty.
15591	V25ABC Agent Cyl w/Press Swt	1
10180	V25 Cylinder Bracket Assembly	1
16389	Display Panel - SafetyNet	1
16390	Driver Panel - SafetyNet	1
10199	Discharge Fitting Kit	1
10250	Cone Nozzles	4
10780	Nozzle Brackets	4
26620-25	Lead Power Assembly - 25'	1
14088	Thermostat 350 Deg.	3
13982	Hazard/Detection Cable - 6'	2
13981	Hazard/Detection Cable - 3'	1
10178	Distributor	1
14032	Electric Control Head	1
22579	Electric Actuator	1
14053	Manual Actuator Switch	1
14124	Actuator Lead Assembly - 20'	1
14198	Sensor, GAS AMGaDS III	4
26619-20	Sensor, Cable - 20'	2
26619-35	Sensor, Cable - 35'	2

*Bus photo is not to exact specifications

Class B Standard Build Options

Allstar 22 158" WB E-450 7.3L Premium Gas Engine W/240 Amp Ford Alt	ST	93109		1
SPECIAL INSTRUCTIONS OR NOTES				1
SEE BOTTOM OF ORDER FOR WARRANTY		NOTE		1
Dealer to Perform 4-Wheel Alignment in California		NOTE		1
Dealer to Weigh Each Bus on California Certified Scale		NOTE		1
No Tow Vehicle Allowed During Delivery		NOTE		1
Ship 4-Corner Weight Sheet with Every Vehicle		NOTE		1
Use 250 lbs Per Wheelchair Position		NOTE		1
Parts Manual with As-built Electrical Schematics		NOTE		1
All Excessories Except Lights, WC Lift & Mobile Radio (If Equipped) Are		NOTE		1
Wiring Harnesses Supported Every 24" Maximum		NOTE		1
No Butt Connectors Allowed		NOTE		1
If Driver Switch Panel is on Engine Cover, Then a Quick Disconnect is Required		NOTE		1
Fast Idle: 1500 RPM on Gas - Fast Idle to Engage if Voltage Drops Below 12.5		NOTE		1
Install Dome Light With Every Row of Seats, Including WC Position, Must		NOTE		1
Ground Engine to Chassis Frame, Body to Chassis Frame, Lift Pump Housing		NOTE		1
Hip-To-Knee Spacing 27" Minimum		NOTE		1
Seat Track Not Extend More than 6" Past Seats		NOTE		1
Undercoat Metal Skirts		NOTE		1
Ground to First Step Height Shall Not Exceed 12.5" Unloaded		NOTE		1
304SS Required for Entry Grabs and Ceiling Grabs		NOTE		1
Ceiling Grab Rails Require Formed Elbows - No End Caps		NOTE		1
AC & Heater Hoses Supported Every 24" Minimum		NOTE		1
Build Front Driver Storage Compartment as Large as Possible, For Storage of		NOTE		1
Install Toolbox Next to Lift if Space Allows		NOTE		1
Convex Mirror Must Avoid Sun Visor and Overhead Door		NOTE		1
Headlight Aiming Certificate - Ship with Bus		NOTE		1
Water Test Certificate - Ship with Bus		NOTE		1
Driveline Metal Guards for Each Section of Shaft		NOTE		1
All Harnesses Secured to Frame at Maximum of 24"		NOTE		1
P-Clamps Added as Deemed Necessary by MBTA Inspector		NOTE		1
Batteries Must Be Same Type (No Mismatch) (1 In Tray - 1 Underhood)		NOTE		1
Continuous Run Battery Cables		NOTE		1
Slide Blocks To Hold Batteries In Place		NOTE		1
Floor Track Will Not Be Installed in Any Area not Covered by a Fixed Seat		NOTE		1
Operations Manual - Covering Conversion Features as Listed		NOTE		1
Parts Book, Operating Instructions, Troubleshooting Guide, Inspection &		NOTE		1
SPECIAL BUILD OPTIONS				1
Driver Entry Grab Steel Reinforced Plastic - Nutsert Install	ST	99		1
(3) GROUND WIRES TO BE ZERO OUGHT GAUGE, TO BE CONTINUOUS	ST	99		1
Interlock on Entry Door - Must Be in Park to Operate	ST	99		1
ENTRY DOOR HEADER ACCESS PANEL DOOR MUST BE HINGED WITH 2	ST	99		1
Battery Tray: SS Tray & Slides Per Standard Options Below. Must Extend at	ST	99		1
Install Battery Cable Wiring Diagram Inside Battery Access Door	ST	99		1
Decal: Battery Disconnect, Emergency Use Only	ST	99		1
Stainless Steel Battery Hold-Down Hardware	ST	99		1
Add 2nd Heater Line Brass 1/4 Turn Valve	ST	99		1
Decal: "Heater Shut Off Valve" - Install On Street Side Near Valves	ST	99		1
KEYED LOCK ILO THUMB LATCH FOR ELECTRICAL CENTER DOOR	ST	99		1
5/8", 7 Ply AC Marine Grade APA Plywood Floor	ST	99		1
Upgrade Driver Plexi Barrier: Extend to Within 6" of Ceiling	ST	99		1
14 Gauge Galvanized Steel Wheelwells	ST	99		1
Dual Handles on WC Lift Doors	ST	99		1
Flame Block on Bottom of Driver Seat Cushion (N/A on USSC & Recaro)	ST	99		1
Laminated Modesty Panel, Grey Melamine, Each	ST	99		2
Intermotive Break Out Box	ST	99		1
GENERIC PARTS MANUAL ON FLASH DRIVE	ST	99		1
ELECTRICAL SYSTEM				
Intermotive Flex Tech Electrical System	05	STD		1
SIDEWALL / REARWALL / CEILING				

Sidewall: Grey FRP	05	STD		1
Rearwall: Grey Seaspray Fabric	05	STD		1
Driver Area: Grey Padded Vinyl	05	STD		1
FRP on Ceiling, Grey	05	2289		1
Cove Colored Flooring on Sidewall to Seat Track	05	2238		1
FLOORING - WHITE NOSING IS STANDARD				
Altro Meta Storm	05	2248		1
Yellow Step Nosing - Per Step	05	8820		3
CHASSIS				
Front Mud Flap (1), Passenger Side Only **(to be used with Running Board) -** NOT AVAILABLE ON FORD TRANSIT	05	2340		1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) (NOT AVAILABLE ON FORD TRANSIT)	05	2623		1
Exterior Mirror Set Remote/Heated w/External LED Strip Turn Signal Ford	05	2825		1
Romeo Rim Rear Bumper w/HawkEye RAS Installed	05	2670		1
Valve Stem Extender Inner Dual Rear Wheel, pair	05	8606		1
ENVIRONMENTAL CONTROL				
TRANS/AIR AIR CONDITIONING SYSTEMS				1
TRANS AIR TA733 SUPER 75,000 BTU, TA73 EVAP, SMC3L COND, 13 CID COMP 7.3L GAS	ST	99		1
USE #16 SUCTION HOSE IN A/C SYSTEM	ST	99		1
HEATERS				1
Hot Water Heater, 35K BTU 3 Speed Low Profile	05	8044		1
MISCELLANEOUS				1
Silicone Heater Hose (for rear unit) w/full ring clamps	05	20090		1
ELECTRICAL				
Stainless Batt.**Tray** w/Std Batt.Box *IS 304 REQUIRED?* **YES**	05	2784		1
Stainless Steel Battery Tray Slides ILO Zinc Plated Slides - Extra Charge	05	2869		1
Rotary Disconnect Switch	05	8790		1
Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	05	22101		1
Wiring Diagram "AS BUILT" ON USB Flash Drive		**STD**		**1**
EXTERIOR LIGHTS				
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	05	STD		1
LED Rear Center Mount Brake Light, **Rectangular**	05	20136		1
LED Mid-Ship Turn / Marker Lights	05	20138		1
Independent **RED** Brake & **AMBER** Turn Signal Lights	05	20139		1
INTERIOR LIGHTS				1
Additional Interior LED Dome Lamp - Each	05	8041		2
AUDIO / VISUAL				1
Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS **PA Ready**	05	8830		1
DOORS / HATCH / WINDOWS				
Electric Entry Door is Standard. Add Option #2056 if Manual is Desired				
Passenger Door Electric (standard)	05	20163		1
Passenger Door 36" ROUGH OPENING (STANDARD)	05	2063		1
Exterior Passenger Entrance Door Key	05	8133		1
Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below	05	20187		1
STREET SIDE REAR		**NOTE**		1
INTERIOR				1
Driver Coat Hook	05	8769		1
LUGGAGE RACK / STORAGE				1
Driver Storage in Cab Overhead with Lock	05	20192		1
PARATRANSIT OPTIONS				1
Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting	05	20206		1
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?				1
BRAUN LIFTS				1
Braun Century NCL917-2 800# Lift (33"x51")	05	8744		1
LIFT FAST IDLE WITH 403 INTERLOCK				1
Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock	05	99		1
Q Straint W.C. Securement Kits, Accessories				1
Q10007 - 4 QRT 360 Retractr Tie Down L track & Q8-6326-A1 Comb-Lap/Shldr	05	8826		2

Q5-7580-4 18" Blue Webbing Loop (each)		05	20250		8
Q5-6327 84" Postural Belt with Padding - Black Webbing		05	20251		1
Q-Straint Belt Cutter (ship loose)		05	8179		1
Miscellaneous Accessories					1
Priority Seating Sign **Required for ADA Compliance**		05	8104		1
Tool Box Wheelchair Belt Storage		05	20257		1
SAFETY OPTIONS					
5 Lb Fire Extinguisher		05	8089		1
16 Unit First Aid Kit		05	8090		1
Body Fluid Kit		05	20264		1
Emergency Triangle Kit		05	8091		1
Back-Up Alarm SAE Type B 107 db(A) Ecco 575		05	2880		1
STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW MONITOR / MIRROR COMBO		**05**	**STD**		**1**
Interior Convex Mirror 6"x9"		05	20276		1
Red Light Over Emergency Exit Ea: **ON:**	**SIDE & REAR EGRESS WINDOWS**	05	8155		3
Yellow "Standee" Line		05	8802		1
GRAB RAIL / STANCHION / PANELS					
Ceiling Grab Rail - Install on **Both Sides**		05	99		1
Left Hand Entry Vertical Grab Rail - 1 1/4"			**STD**		1
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)		05	8130		1
Stanchion and Modesty Panel at Entry Door			**STD**		1
SEATING - DRIVER					1
SHIELD Sport 2.0 Recliner RH Adjustable LeMans Arm, 2 Way Adjustable Lumbar		05	99		1
FREEDMAN SHIELD DRIVER SEAT FABRICS					1
Driver Seat Cover - Level 4 Ice Pinstripe; Mor-Care; Leathermate		05	2043		1
SEATING - PASSENGER					1
STD RIGID SEATS					1
Mid High Double Seat		05	8067		6
PASSENGER SEAT FABRICS					1
Seat Cover - Level 4 Ice Pinstripe; Mor-Care; Leathermate		05	2074		12
SEAT OPTIONS					1
Anti-Vandal Grab Handle, Black Ea **on:**	**ALL SEAT EXCEPT AGINST REAR WALL**	05	2311		12
Black US Armrest - Each - **on:**		05	2077		6
Flame Block Material on Underside of Seat (each)		05	2884		12
SEAT BELTS					1
Seat Belt, Freedman USR Retractable (Per Person)		05	2282		12
Seat Belt Extension, 12" (P/N 56410) FOR USR SEAT BELTS		05	8771		2

SUMMARY OF STANDARD WARRANTIES

(Provide complete warranty information and parchment with proposal)

Warranty	Miles	Years	Warranty Details
Body Structure	100,000	5	See attached Warranty Info
Chassis	36,000	3	See attached Warranty Info
Engine	60,000	5	See attached Warranty Info
Transmission	60,000	5	See attached Warranty Info
Air conditioner	Unlimited	2	See attached Warranty Info
Lift/Ramp	Unlimited	5	See attached Warranty Info
EV Battery	N/A	N/A	N/A
EV Conversion/Installation	N/A	N/A	N/A
CNG Warranty (Install and tanks)	N/A	N/A	N/A

Agenda Item No. 06

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Ultrasonic Rail Testing 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. PWL469.0-26 (in substantially the same format as Attachment A), with Smith-Emery Laboratories (Smith-Emery), for Ultrasonic Rail Testing Services for a five (5) year period, in the amount of $379,265.00.

Budget Impact

The total contract cost of services is estimated to be $379,265.00 (Attachment B). The project will be funded by the San Diego Trolley (SDTI) Track Operating Budget account 370016-571210.

DISCUSSION:

Two primary goals of MTS are to deliver its public transit services in a safe and reliable manner. A significant factor in achieving these goals is to maintain MTS infrastructure in a state of good repair.

For the railroad track system, ultrasonic rail testing is critical to ensure MTS's safe operations, as rail defects can lead to derailments. In addition, the Federal Railroad Administration (FRA) requires that MTS conduct a full-system rail test every 12 months. Due to the volume of heavy rail freight carried on the Blue Line by the San Diego and Imperial Valley Railroad, MTS conducts additional tests each year on its Blue Line between San Diego and San Ysidro. On the Blue Line, the test frequency is four times per year at quarterly intervals. The Orange Line and Green Line are tested once per year.

Testing takes place during an approved work window, so as not to interfere with revenue service. It is performed on all running rail directly in contact with the train wheels. Portions of the frog and other track work not normally in direct contact with train wheels are tested. MTS's Maintenance of Way (MOW) personnel accompany the testing contractor on all inspections and take immediate action as defects or concerns are identified. A detailed report is then submitted to MTS showing flaws and defects discovered during the tests and inspections, describing the location, type, size, and recommended corrective action.

On May 12, 2026, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide ultrasonic rail testing. A total of four (4) bids were received by the due date of June 26, 2026, from the following bidders:

Name	Certifications	Amount
Smith Emery Laboratories	None	$369,265.00
EMA Industries	None	$539,150.00
Pro-Traxx	None	$660,613.74
Advanced Rail Management Corporation	None	$1,188,070.00
MTS Independent Cost Estimate (ICE)	N/A	$802,520.29

MTS has deemed Smith Emery to be the lowest responsive and responsible bidder; and has determined their bid to be fair and reasonable based on the comparison of all bids received and MTS' ICE as shown above.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL469.0-26 (in substantially the same format as Attachment A), with Smith-Emery, for Ultrasonic Rail Testing Services for a five (5) year period, in the amount of $379,265.00.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft MTS Agreement No. PWL469.0-26
B. Scope of Work
C. Cost Form

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. PWL469.0-26

ULTRASONIC RAIL TESTING 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: Smith-Emery Laboratories

Address: 781 East Washington Blvd
Los Angeles CA 90021
City State Zip

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

Email: jkingston@smithemery.com

Telephone: 412-606-9337

Authorized person to sign contracts Joseph Kingston (Name) Director of Rail Services (Title)

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

The contract term is for five (5) years effective January 16, 2027 through January 15, 2032.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $379,265.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SMITH-EMERY LABORATORIES
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form: By: _____ Karen Landers, General Counsel	Title: _____

DRAFT

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. INTRODUCTION

MTS seeks to engage with an experienced and qualified contractor to provide rail testing and inspection of, and reporting on, its light rail system. The work will encompass rail ultrasonic testing and inspections as prescribed by Federal Railroad Administration (FRA) Standards. The work will also include the preparation and submittal of detailed reports and recommendations for mitigation of flaws and defects that may be discovered during the tests and inspections. The tests and inspections will focus on locating internal flaws; analysis of findings, recommendations regarding findings, and recommendations on how existing rail maintenance programs may be enhanced, and resolution/mitigation of defects discovered during testing.

1.2. CONTRACTOR MINIMUM QUALIFICATIONS AND EXPERIENCE

Contractor shall have demonstrated continuous proven competency in ultrasonic testing for at least the last five (5) continuous years and shall provide at least three (3) references. Experience shall be submitted in the status of contracts forms provided. References may be public agencies or commercial railway operators. The form must be completely filled out including the firm name, physical address, email address, telephone number, and the contact person. MTS will contact the reference firms to verify experience. As required by federal, state or local law, Contractor must be properly licensed to perform the services and/or to operate the necessary vehicles and equipment.

1.3. QUALIFICATIONS OF DESIGNATED PERSONNEL

Testing shall be performed only by experienced and qualified personnel and shall follow the requirements of the California Public Utilities Commission (CPUC) General Order 143-B, and the American Railroad Engineering and Maintenance Association (AREMA) Manual for Railway Engineering.

The designated operators should have a minimum of 5 years' experience, shall have performed ultrasonic testing on a class one carrier such as the BNSF or Union Pacific. As part of the bid package, Bidders should attach the designated personnel proof of qualifications and resumes. This documentation is part of bidder responsiveness check and MTS will not award the contract before they are received.

1.4. BID FORM

Contractor shall provide its all-inclusive cost per mile including but not limited to labor, equipment, insurance, mobilization and transportation costs, overhead, profit, and all other related costs necessary to perform the testing work described.

On the Bid Form, MTS has provided the miles per year. The option miles of testing system-wide per year (to be exercised at MTS' sole discretion) will be for situations when MTS needs the Contractor to perform additional services. These quantities are for bidding purposes and Contractor should note that actual usage may be more or less than estimated. Contractor shall perform all testing described at the rates quoted on the Bid Form.

Travel time will not be billable. Rates for miles are for onsite work only.

Charges not described on the Bid Form will not be considered valid and MTS will not pay additional costs.

1.5. LIGHT RAIL ROUTES

MTS operates three light-rail routes.

i. Blue Line (South) – The Blue Line (South) runs on a generally north-south direction and entered service in 1981. It consists of approximately 32 track miles of 90-lb and 115-lb rail, double track. The service is from the San Ysidro Station adjacent to the international border between Mexico and the United States to America Plaza in downtown San Diego and includes paved segments totaling some 1.25 miles along C Street, from America Plaza to 12th Avenue. **Note: paved segments shall not be tested.**

ii. Blue Line (North) – The Blue Line (North) runs on a generally north-south direction and will entered into service in late 2021. It consists of approximately 22 track miles long double track of 115-lb rail providing service from Old Town Station to University Town Center Station.

iii. Orange Line – The Orange Line runs in a general east-west direction and is approximately 36 track miles long, double track, of 115-lb rail from the El Cajon Station to Santa Fe Station. Between Santa Fe Station and the Imperial Avenue Transit Station the Orange Line shares the Blue Line tracks. The Orange Line entered into revenue service in the segments listed below:

-Imperial Avenue Transit Station to Euclid Station: 1989

-Euclid Station to Spring Street Station: 1990

-Spring Street Station to El Cajon Transit Station: 1992

-El Cajon Transit Station to Santee: 1995

iv. Green Line – The Green Line also runs on an east-west direction with approximately 48 track miles of 115-lb rail from the 12th Imperial Terminal to Santee Station with single track in certain areas (including 2.25 miles of paved segments on the Bayside Line). From Baltimore Junction (East Line MP 13.00) to El Cajon Transit Center the track is co-shared between the Orange Line and the Green Line.

The contract will cover rail testing to be performed at the intervals described herein, with the performance period beginning on January 16, 2027 and ending on January 15, 2032.

The frequency of annual tests is as follows:

CONTRACT YEAR	TROLLEY LINE	TRACK MILES	TEST FREQUENCY
Year 1 (2027)	Blue (South)	30	4x per year at quarterly intervals
	Blue (North)	22	1x per year
	Orange	41	1x per year

	Green	32	1x per year
	Option	32	1x per year
Year 2 (2028)	Blue (South)	30	4x per year at quarterly intervals
	Blue (North)	22	1x per year
	Orange	41	1x per year
	Green	32	1x per year
	Option	32	1x per year
Year 3 (2029)	Blue (South)	30	4x per year at quarterly intervals
	Blue (North)	22	1x per year
	Orange	41	1x per year
	Green	32	1x per year
	Option	32	1x per year
Year 4 (2030)	Blue (South)	30	4x per year at quarterly intervals
	Blue (North)	22	1x per year
	Orange	41	1x per year
	Green	32	1x per year
	Option	32	1x per year
Year 5 (2031)	Blue (South)	30	4x per year at quarterly intervals
	Blue (North)	22	1x per year
	Orange	41	1x per year
	Green	32	1x per year
	Option	32	1x per year

*MTS also asks Bidders to submit pricing on the bid form for an additional 32 option miles of testing system-wide per year. These options will be exercised at MTS's sole discretion.

1.6. DESCRIPTION OF THE PROPERTY

i. Track

Main Lines:	Ballasted track on wood ties or concrete ties; track through downtown San Diego is embedded in asphalt and concrete
Intersections:	Track in street crossings is either embedded in asphalt, concrete or ballasted track with concrete paneling
Special:	Various system of direct fixation are used in selected locations
Curves:	Minimum horizontal radius: 82 ft.
	Minimum vertical radius: 1,660 ft.
Superelevation:	6 inch maximum
Grade:	6.5% maximum

ii. Rail

Main Line:	90 RA 115 RE
	Single or double restraining rail is used in curves with a radius of less than 900 ft. and other restricted areas.
Switches:	No.6 through No. 20
Main Line:	Timber ties 7 inch x 9 inches x 9 feet
	Concrete ties 6 inch x 10 inches x 9 feet
	Longer timber ties in other specific areas such as switches and cross-overs.

iii. Electrification

The entire system is electrified with an overhead system, either single contact wire, or catenary. Power return is through the running rails.

Voltage:	650 VDC nominal, up to 900 VDC maximum
Wire Height:	12 ft minimum above top of rail
	22 ft maximum above top of rail

NOTE: The overhead system is to be considered energized at all times

1.7. AVAILABILITY OF THE PROPERTY FOR TESTING

MTS Trolley operates revenue service for twenty-one-and-a-half hours daily. Service runs from 4:00 AM of one day to 1:30 AM of the following day, seven days a week. All testing shall be performed so as not to interfere with revenue service on the adjacent track or beyond the limits of the defined work area.

The rail testing shall be performed during an approved work window, within a defined area, of approximately four hours per day, generally between 12 midnight and 4 AM hours on weekdays, and 12 midnight and 5 AM on weekends. This time allowance may vary depending on the designated location of a test. The time of availability may also be adjusted by MTS to allow it to accommodate additional operating requirements.

No work by persons or equipment shall be performed within ten feet of the centerline of any operating trolley track during operating hours without appropriate notification and protection of a flagger. If any such work is planned within these zones, Contractor must notify MTS by not less than 48 hours prior to performing such work. Flagging and/or switch tending will be provided by MTS to the Contractor at no cost, provided the required deadline for advance notification is met. If the Contractor's plans change Contractor shall notify MTS by not less than 12 hours prior to the prescheduled operation. If the Contractor neglects to notify MTS of its planned work by the required notification deadline, all costs

incurred by MTS' in provision of flaggers or switch tenders to the Contractor shall be charged to the Contractor. The Contractor will not be assessed flagging expenses when planned work is not performed due to conditions beyond Contractor's control.

The hi-rail vehicle shall have continuous shunting capabilities when on our main line, crossing gates, signals and other devises should activate, if this requirement is not met no testing will be approved.

Bidders will include an equipment failure contingency plan that will describe the process for the removal of failed test equipment from the MTS mainline track in a manner that will not result in any service delay. It is the MTS' intent for this plan to be submitted by the Contractor for MTS review and approval prior to the Contractor submitting a request for a work window for rail testing.

Similarly, Bidder will include in its equipment failure contingency plan the process by which it will ensure that rail testing services are restored quickly and efficiently so as to guarantee that MTS will not suffer any harm as a result of uncompleted rail testing due failure of equipment. Bidder will also include a plan for recovery from other foreseeable delays not necessarily induced by equipment failures.

Testing shall be performed only by experienced and qualified personnel and shall follow the requirements of the California Public Utilities Commission (CPUC) General Order 143-B, and the American Railroad Engineering and Maintenance Association (AREMA) Manual for Railway Engineering.

The Contractor shall test all running rail directly in contact with the train wheels. Portions of the frog and those other track work not normally in direct contact with train wheels will be tested. The Contractor shall identify areas of special track work which cannot be reliably tested with the contractor's equipment. The service person assigned to the project shall have the expertise and correct equipment to pinpoint exact locations of defects in the rail using hand-held detectors.

The Contractor shall identify the precise location of each defect discovered during testing by marking the extent and type of the defect with spray paint on the side of the rail. The Contractor shall also prepare a comprehensive report listing all defects found by type, size, and the exact location of each. The location of defects shall be referenced using the comparative distance and direction from the nearest trolley mile post (as they are marked on traction power poles).

A complete report shall be provided to MTS by no later than the end of the business day (5:00 PM) of the next business day following the discovery for non-critical defects. Critical defects will be communicated to MTS immediately.

Contractor shall submit a comprehensive work schedule prior to the start of work to assure MTS staff is allowed sufficient time to prepare to render to Contractor the appropriate level of support.

The contractor shall comply with all applicable Federal, State, and local regulatory requirements, and is responsible to obtain any and all required permits.

The high rail vehicle detector and carriage shall be capable of testing the rail to meet FRA Track Safety Standards, Section 213.237. At a minimum, the proposed equipment shall detect the following type of defects in open track and paved city streets:

i. Transverse fissures or other centrally located transverse defects representing

i. A new hi-rail vehicle shall be equipped with:

(a) An automatic change-of-direction alarm or backup alarm that provides an audible signal at least three seconds long and distinguishable from the surrounding noise; and

(b) An operable 360-degree intermittent warning light or beacon mounted on the outside of the vehicle.

ii. The operator of a hi-rail vehicle shall check the vehicle for compliance with this subpart, prior to using the vehicle at the start of the operator's work shift. A non-complying condition that cannot be repaired immediately shall be tagged and dated in a manner prescribed by the employer and reported to the designated official. Non-complying automatic change of-direction alarms, backup alarms, and 360-degree intermittent warning lights or beacons shall be repaired or replaced as soon as practicable within seven calendar days.

On-track roadway maintenance machines shall meet FRA Track Safety Standards, Section 214.527:

i. The operator of an on-track roadway maintenance machine shall check the machine components for compliance with this subpart, prior to using the machine at the start of the operator's work shift.

ii. Any non-complying condition that cannot be repaired immediately shall be tagged and dated in a manner prescribed by the employer and reported to the designated official.

iii. The operation of an on-track roadway maintenance machine with a non-complying condition shall be governed by the following requirements:

(a) An on-track roadway maintenance machine with headlights or work lights that are not in compliance may be operated for a period not exceeding 7 calendar days and only during the period between one-half hour before sunrise and one-half hour after sunset;

(b) A portable horn may be substituted for a non-complying or missing horn for a period not exceeding seven calendar days;

(c) A fire extinguisher readily available for use may temporarily replace a missing, defective or discharged fire extinguisher on a new on-track roadway maintenance machine for a period not exceeding 7 calendar days, pending the permanent replacement or repair of the missing, defective or used fire extinguisher;

(d) Non-complying automatic change-of-direction alarms, backup alarms, and 360-degree intermittent warning lights or beacons shall be repaired or replaced as soon as practicable within 7 calendar days; and

(e) A structurally defective or missing operator's seat shall be replaced or repaired within 24 hours or by the start of the machine's next tour of duty, whichever is later. The machine may be operated for the remainder of the operator's tour of duty if the defective or missing operator's seat does not prevent its safe operation.

1.8. CLEARANCE FROM TRAINS

In accordance with CPUC General Order #143B, all work performed within 72" of the track, or 30" from the edge of a station platform, shall require a designated flagman to provide on-track safety protection to workers on the right-of-way.

MTS flagman, upon approach of a train, shall notify workers to move to a minimum distance of 72" from the tracks. Once personnel are clear of the tracks, the flagman shall give the train a Proceed hand signal. If personnel are unable to clear the tracks, the flagman shall give a Stop hand signal to the approaching train. The flagman is required to give the appropriate hand signal to all approaching trains. All construction equipment and materials must maintain the same 48" clearance from the track.

1.9. NOTIFICATION FROM ENERGIZED OVERHEAD CATENARY SYSTEM

The Overhead Catenary System (OCS) is energized with 650 Volts DC at all times. In accordance with Cal-OSHA Title 8, all work, including metal ladders, metal handle extensions or other equipment, shall remain clear 10' from the overhead catenary system unless a red tag / traction power removal procedure has been submitted and approved by MTS, including the placement of ground straps at each end of the work area that are, and shall remain, visible to the workers.

1.10. NOTIFICATION TO OPERATIONS CONTROL CENTER (OCC)

The on-site contractor's supervisor or foreman with MTS Employee in Charge shall call OCC prior to entering the right-of-way and after completing their work and upon exiting the right-of-way. In the event of an emergency, OCC shall be notified immediately.

While on MTS ROW, the equipment must only be moved under the control of Contractor's personnel and as directed by the MTS Track employee in charge.

Contractor's hi-railing or operating on-track equipment on MTS's ROW:

i. The Contractor shall provide qualified operators for the Contractor's rail-borne equipment.

ii. The Contractor's qualified operators will be required to read and familiarize themselves with this procedure before hi-railing or operating on-track equipment.

iii. When practical, a MTS mainline certified hi-rail employee shall ride in the Contractor's rail-borne equipment while the vehicle is operating on the ROW.

The Contractor's personnel must review the MTS's track work to be familiar with the proper clearances. MTS will provide an employee to accompany Contractor's equipment and personnel to assure that work is performed in conformance with MTS rules and procedures. This MTS employee will also be responsible for maintaining radio contact with the OCC, and for flagging, as required. All work within MTS' right-of- way is governed by the OCC who can be contacted by telephone at 619-595-4960.

The Contractor shall give notification to MTS of any locations which cannot be tested effectively due to rail conditions. Testing shall not interfere with light rail service.

The Contractor will be required to work during non-revenue service hours between 12 midnight and 4 AM hours on weekdays, and 12 midnight and 5 AM on weekends subject to track availability in coordination with MTS's OCC. Additional time may be available, however, MTS reserves the right to schedule all work around MTS's operating time tables. Train operation may continue on parallel tracks at any time.

1.11. UNLOADING AND STORAGE OF THE ULTRASONIC MACHINE

All MTS tracks are electrified with 650 Volts DC. Access for unloading can be provided during mid-morning hours in the Maintenance Yard. Overhead wire height at this location is approximately 19 feet above top of rail. Between work cycles the equipment may be stored at the Rail Maintenance Yard C 1535 Newton Avenue San Diego, CA 92113.

1.12. DELIVERABLES

Contractor shall provide complete ultrasonic testing of MTS mainlines per the scope of work.

i. Within 20 business days of receipt of MTS's Notice To Proceed (NTP) the contractor shall submit to MTS test plans and procedures and catalog cuts and /or specifications for all test equipment and tools including current calibration certificates for equipment that will be utilized for the performance of the work for MTS's review and approval.

ii. Within 15 days of completion of all testing, a report shall be submitted for MTS's review and approval. The report shall include each of the following sections:

(a) Process and Calibration of the Testing: Include all testing performed, location of testing, pictures, and any other relevant information.

(b) Defect Detecting: List each defect detected describing the defect with location, type, size, and recommended corrective action.

(c) Recommendations for Additional Testing or Further Monitoring: This section shall include recommendations for additional testing or further monitoring. This section shall also include a picture depicting the findings and markings of each rail defect with highly visible markings on both sides of the web and base.

1.13. PAYMENT TERMS

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

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

1.14. INVOICING AND PAYMENT

Contractor shall email invoices to AP@sdmts.com. MTS will make payments within 30 days of invoice date. All invoices must have the date, time, and location where testing services were rendered. Contractor shall reference the MTS Purchase Order number on all invoices.

Invoices shall be based on work completed and accepted by the MTS Project Manager and must be accompanied by documented proof of acceptance by MTS. Advanced Payment is Not Allowable.

BID FORM

Bidder: SMITH-EMERY LABORATORIES, INC

Year 1 (January 16, 2027 – January 15, 2028)			
Description	**Miles**	**Unit Price**	**Ext. Price**
Rail Testing (S Blue, N Blue, Orange Green)	215	299.00	64,285.00
*Optional miles of testing system-wide. To be exercised at MTS' sole discretion	32	299.00	9,568.00
		Total (Year 1)	75,853.00

Year 2 (January 16, 2028 – January 15, 2029)			
Description	**Miles**	**Unit Price**	**Ext. Price**
Rail Testing (S Blue, N Blue, Orange Green)	215	299.00	64,285.00
*Optional miles of testing system-wide. To be exercised at MTS' sole discretion	32	299.00	9,568.00
		Total (Year 2)	75,853.00

Year 3 (January 16, 2029 – January 15, 2030)			
Description	**Miles**	**Unit Price**	**Ext. Price**
Rail Testing (S Blue, N Blue, Orange Green)	215	299.00	64,285.00
*Optional miles of testing system-wide. To be exercised at MTS' sole discretion	32	299.00	9,568.00
		Total (Year 3)	75,853.00

Year 4 (January 16, 2030 – January 15, 2031)			
Description	**Miles**	**Unit Price**	**Ext. Price**
Rail Testing (S Blue, N Blue, Orange Green)	215	299.00	64,285.00
*Optional miles of testing system-wide. To be exercised at MTS' sole discretion	32	299.00	9,568.00
		Total (Year 4)	75,853.00

Year 5 (January 16, 2031 – January 15, 2032)			
Description	**Miles**	**Unit Price**	**Ext. Price**
Rail Testing (S Blue, N Blue, Orange Green)	215	299.00	64,285.00
*Optional miles of testing system-wide. To be exercised at MTS' sole discretion	32	299.00	9,568.00
		Total (Year 5)	75,853.00

BID FORM (CONTINUED)

Summary	
Description	Totals
Year 1 (January 16, 2027 – January 15, 2028)	64,285.00
Year 2 (January 16, 2028 – January 15, 2029)	64,285.00
Year 3 (January 16, 2029 – January 15, 2030)	64,285.00
Year 4 (January 16, 2030 – January 15, 2031)	64,285.00
Year 5 (January 16, 2031 – January 15, 2032)	64,285.00
Grand Total (Basis of Award)	379,265.00

Bidder shall submit pricing for all the work described in the Scope of Work section. In preparing a cost bid, Bidders are requested to provide a total all-inclusive cost.

Estimated quantities are for bid purposes only. The quantities do not reflect guaranteed usage by MTS and may be more or less than indicated.

Unit prices will prevail regardless of extensions submitted by the Bidder.

Bidder accepts responsibility for accuracy and presentation of the numbers included in the cost/price form.

All bidders must complete bid forms as provided, failure to do so will deem the bid non-responsive.

Agenda Item No. 07

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Application for Volkswagen (VW) Environmental Mitigation Trust Fund Bus Replacement Program

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 26-14 (Attachment A), authorizing the application for rebates of up to $813,500 in VW Trust funds for the current and future purchase of battery electric buses.

Budget Impact

If awarded, MTS will receive rebates of up to $813,500 in VW Trust funds for current and future battery electric bus procurements.

DISCUSSION:

The VW Trust provides about $423 million in one-time discretionary funding for California to mitigate the excess nitrogen oxide (NOX) emissions caused by VW's installation of special devices in certain VW diesel vehicles to get false negative results during emission testing. $130 million of the VW Trust funding has been made available to replace older, high-polluting transit buses with new battery-electric or fuel-cell buses. There is approximately $813,500 in remaining discretionary funds available. The Trust is being administered by San Joaquin Valley Air Pollution Control District.

Currently, MTS is in the process of applying to San Joaquin Valley Air Pollution Control for rebate funding, with a maximum of $216,000 available per transit bus. MTS previously applied for and received $900,000 in VW Trust funding across five buses, which resulted in a $180,000 award per bus. For this current application, MTS plans to submit applications for up to the maximum amount of funding remaining and available in the program. While there is over $800,000 remaining in this program, other agencies will also be competing for access to this funding. MTS is not guaranteed funding and may receive less than the maximum amount of funding available.. These rebate applications are being submitted to support the current purchase of battery-electric buses. San Joaquin Valley Air Pollution Control District requires the

submission of a resolution by each agency's Board of Directors authorizing the submission of an application and identifying the signing authority for the project.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 26-14 (Attachment A), authorizing the application for rebates of up to $813,500 in VW Trust funds for the current and future purchase of battery electric buses.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 26-14

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 26-14

Resolution Authorizing the Application Submittal, Project Implementation and Signing Authority for Volkswagen (VW) Mitigation Trust Funding

WHEREAS, the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive funding from the VW Mitigation Trust Fund for the purchase of battery electric buses to replace the existing compressed natural gas (CNG) buses; and

WHEREAS, the MTS Board of Directors (Board) wishes to delegate authorization to execute these documents and any amendments thereto to the Chief Executive Officer (CEO), or designated representatives; and

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the MTS Board that MTS agrees to comply with all conditions and requirements set forth in the Certification and Assurances document; and

BE IT FURTHER RESOLVED by the MTS Board that the CEO, or designated representative, be authorized to execute all required documents of the VW Mitigation Trust Fund and any Amendments thereto; and

BE IT FURTHER RESOLVED by the Board that MTS is authorized to make application for, to sign required assurances, and to administer the VW Environmental Mitigation Trust Funds with respect to applications for Local, State and Federal program, projects or grants.

PASSED AND ADOPTED, by the Board of Directors this 17th day of September, 2026 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

General Counsel
San Diego Metropolitan Transit System

Resolution No. 26-14

Metropolitan Transit System

Agenda Item No. 08

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Purchase of Bus Operator Uniforms – 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. B0795.0-26 (in substantially the same format as Attachment A), with Ace Uniforms LLC (Ace Uniforms), for the purchase of bus operator uniforms for a three (3) year base period with two (2) 1-year options, for a total of five (5) years in the amount of $913,162.11; and

2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost of this contract is estimated to be $913,162.11 ($847,482.24 + $65,679.87 CA Sales Tax) (Attachment B). The project will be funded by Bus Transportation Operations Operating Budget account 213014-571280.

DISCUSSION:

As part of MTS Bus operations, a uniform vendor is needed. All new bus operators are provided with a set of uniforms at no cost. Bus operators and supervisors are also provided with a selection of approved uniform pieces/options for purchase with an agency-provided allowance each year. In addition, there are special orders throughout the year for special awards and other ongoing campaigns. As a result, MTS sought a vendor to provide the approved uniform options, plus alterations, patches, and embroidery.

On May 26, 2026, MTS released a Request for Proposals (RFP) for Bus Operator Uniforms. MTS received five (5) proposals on the due date of July 10, 2026, from the following firms.

Proposer	Firm Certification
Ace Uniforms	N/A
Fully Promoted	Small Business (SB) (Micro), Veteran-Owned Small Business (VOS) and Service-Disabled Veteran-Owned Small Business (SDVOSB)
Mission Linen Supply	N/A
Prudential Overall Supply	N/A
Uniform Warehouse	SB

Fully Promoted and Mission Linen Supply were both deemed non-responsive. Fully Promoted did not submit the required forms and Mission Linen Supply did not submit a technical proposal to evaluate. The remaining three (3) proposals were deemed responsive and responsible and were forwarded to the evaluation committee. The evaluation committee was comprised of representatives from the MTS Bus Transportation and Finance departments. The proposals were evaluated based on the following criteria:

1. Qualifications of the Firm or Individual 20%
2. Staffing, Organization, and Management Plan 20%
3. Work Plan 30%
4. Cost and Price 30%

100%

The following table illustrates the initial scores of the proposers:

PROPOSER	TOTAL COST	COST SCORE	AVG TECH SCORE	TOTAL AVG SCORE (TOTAL POSSIBLE: 100)	RANKING
Ace Uniforms	$913,162.11	26.52	62.00	88.52	1
Uniform Warehouse	$807,314.21	30.00	47.33	77.33	2
Prudential Overall Supply	$938,098.27	25.82	42.00	67.82	3

After the initial evaluation, MTS determined Ace Uniforms provided the best overall value and did not have any additional questions.

On July 28, 2026, MTS requested a revised cost proposal, but Ace Uniforms did not reduce the pricing. In comparison to MTS's Independent Cost Estimate (ICE) in the amount of $839,518.89 and proposals received, staff determined Ace Uniforms' pricing to be fair and reasonable.

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

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

1) Execute MTS Doc. No. B0795.0-26 (in substantially the same format as Attachment A), with Ace Uniforms, for the purchase of bus operator uniforms for a three (3) year base period with two (2) 1-year options, for a total of five (5) years in the amount of $913,162.11; and

2) Exercise the option years at the CEO's discretion Exercise the option years at the CEO's discretion.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc, No. B0795.0-26
B. Cost Proposal

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0795.0-26

BUS OPERATOR UNIFORMS

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: ACE Uniforms LLC

Address: 633 16th Street
San Diego CA 92101
City State Zip

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

Email: frank@aceuniforms.com

Telephone: 619-762-7632

Authorized person to sign contracts Frank Flores Director of Sales
Name Title

DRAFT

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), Forms (Exhibit D).

The contract term is for three (3) base years and two (2) 1-year options, exercisable at MTS's sole discretion, for a total of five (5) years. Base period shall be effective November 1, 2026 through October 31, 2029 and option years shall be effective November 1, 2029 through October 31, 2031, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $520,980.04 for the base years and $392,182.08 for the option years, for a contract total not to exceed $913,162.11 (inclusive of 7.750% CA Sales Tax) without the express written consent of MTS.

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

BUS OPERATOR UNIFORMS

B0795.0-26 Bus Operator Uniforms RFP

Vendor: Ace Uniforms

Note: where embroidery is mentioned on the left or right arm, a patch with the artwork may be affixed instead.

							Year 1		Year 2		Year 3		Year 4 (Option Year 1)		Year 5 (Option Year 2)	
Line #	Description	Left Arm	Right Arm	Left Chest Embroidery	Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirts, Short Sleeve Edward, Light Blue (1212)	None	Welcome Aboard or Safe Driver Patch	None	Small	9	$31.82	$286.40	$33.41	$300.72	$35.08	$315.76	$36.84	$331.55	$38.68	$348.12
2					Medium	21	$31.82	$668.27	$33.41	$701.69	$35.08	$736.77	$36.84	$773.61	$38.68	$812.29
3					Large	35	$31.82	$1,113.79	$33.41	$1,169.48	$35.08	$1,227.95	$36.84	$1,289.35	$38.68	$1,353.82
4					XLarge	30	$31.82	$954.68	$33.41	$1,002.41	$35.08	$1,052.53	$36.84	$1,105.16	$38.68	$1,160.42
5					2XL - 3XL	5	$37.18	$185.89	$39.04	$195.18	$40.99	$204.94	$43.04	$215.19	$45.19	$225.95
6					Tall-L	5	$37.18	$185.89	$39.04	$195.18	$40.99	$204.94	$43.04	$215.19	$45.19	$225.95
7					Tall-XL	5	$37.18	$185.89	$39.04	$195.18	$40.99	$204.94	$43.04	$215.19	$45.19	$225.95
8					Tall-2XL	4	$37.18	$148.71	$39.04	$156.15	$40.99	$163.95	$43.04	$172.15	$45.19	$180.76
9					Tall-3XL	4	$39.85	$159.42	$41.85	$167.39	$43.94	$175.76	$46.14	$184.55	$48.44	$193.78
10					Tall-4XL	4	$39.85	$159.42	$41.85	$167.39	$43.94	$175.76	$46.14	$184.55	$48.44	$193.78
11					Tall-5XL	4	$45.23	$180.90	$47.49	$189.95	$49.86	$199.45	$52.35	$209.42	$54.97	$219.89
12					Tall-6XL	4	$45.23	$180.90	$47.49	$189.95	$49.86	$199.45	$52.35	$209.42	$54.97	$219.89
								Subtotal :	**Subtotal**	**$4,630.67**	**Subtotal**	**$4,862.20**	**Subtotal**	**$5,105.31**	**Subtotal**	**$5,360.58**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirts, Long Sleeve Edward, Light Blue (1262)	None	Welcome Aboard or Safe Driver Patch	None	XSmall	5	$32.58	$162.90	$34.21	$171.05	$35.92	$179.60	$37.72	$188.58	$39.60	$198.01
2					Small	5	$32.58	$162.90	$34.21	$171.05	$35.92	$179.60	$37.72	$188.58	$39.60	$198.01
3					Medium	25	$32.58	$814.52	$34.21	$855.24	$35.92	$898.00	$37.72	$942.90	$39.60	$990.05
4					Large	19	$32.58	$619.03	$34.21	$649.98	$35.92	$682.48	$37.72	$716.61	$39.60	$752.44
5					XLarge	25	$32.58	$814.52	$34.21	$855.24	$35.92	$898.00	$37.72	$942.90	$39.60	$990.05
6					2XL - 3XL	15	$38.10	$571.45	$40.00	$600.02	$42.00	$630.03	$44.10	$661.53	$46.31	$694.60
7					4XL - 5XL	15	$40.85	$612.82	$42.90	$643.46	$45.04	$675.64	$47.29	$709.42	$49.66	$744.89
8					6XL	5	$46.37	$231.85	$48.69	$243.45	$51.12	$255.62	$53.68	$268.40	$56.36	$281.82
								Subtotal :	**Subtotal**	**$4,189.50**	**Subtotal**	**$4,398.98**	**Subtotal**	**$4,618.92**	**Subtotal**	**$4,849.87**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Dress Shirts, Long Sleeve Oxford, Light Blue (5262 Edwards)	None	Welcome Aboard or Safe Driver Patch	None	XSmall	5	$32.58	$162.90	$34.21	$171.05	$35.92	$179.60	$37.72	$188.58	$39.60	$198.01
2					Small	5	$32.58	$162.90	$34.21	$171.05	$35.92	$179.60	$37.72	$188.58	$39.60	$198.01
3					Medium	9	$32.58	$293.23	$34.21	$307.89	$35.92	$323.28	$37.72	$339.45	$39.60	$356.42
4					Large	17	$32.58	$553.87	$34.21	$581.56	$35.92	$610.64	$37.72	$641.17	$39.60	$673.23
5					XLarge	5	$32.58	$162.90	$34.21	$171.05	$35.92	$179.60	$37.72	$188.58	$39.60	$198.01
6					2XL - 3XL	5	$38.10	$190.48	$40.00	$200.01	$42.00	$210.01	$44.10	$220.51	$46.31	$231.53
								Subtotal :	**Subtotal**	**$1,602.60**	**Subtotal**	**$1,682.74**	**Subtotal**	**$1,766.87**	**Subtotal**	**$1,855.22**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Dress Shirts, Short Sleeve Oxford, Light Blue (5212 Edwards)	None	Welcome Aboard or Safe Driver Patch	None	XSmall	5	$31.82	$159.11	$33.41	$167.07	$35.08	$175.42	$36.84	$184.19	$38.68	$193.40
2					Small	5	$31.82	$159.11	$33.41	$167.07	$35.08	$175.42	$36.84	$184.19	$38.68	$193.40
3					Medium	13	$31.82	$413.69	$33.41	$434.38	$35.08	$456.10	$36.84	$478.90	$38.68	$502.85
4					Large	13	$31.82	$413.69	$33.41	$434.38	$35.08	$456.10	$36.84	$478.90	$38.68	$502.85
5					XLarge	5	$31.82	$159.11	$33.41	$167.07	$35.08	$175.42	$36.84	$184.19	$38.68	$193.40
6					2XL - 3XL	5	$37.18	$185.89	$39.04	$195.18	$40.99	$204.94	$43.04	$215.19	$45.19	$225.95
								Subtotal :	**Subtotal**	**$1,565.14**	**Subtotal**	**$1,643.40**	**Subtotal**	**$1,725.57**	**Subtotal**	**$1,811.85**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Polo Shirts with Pocket, Royal Blue (Red Kap SK98)	Union Patch	Welcome Aboard or Safe Driver Patch	Red MTS Logo Bus Operator	Small	46	$41.29	$1,899.35	$43.35	$1,994.32	$45.52	$2,094.04	$47.80	$2,198.74	$50.19	$2,308.68
2					Medium	146	$41.29	$6,028.39	$43.35	$6,329.81	$45.52	$6,646.30	$47.80	$6,978.61	$50.19	$7,327.54
3					Large	167	$41.29	$6,895.48	$43.35	$7,240.26	$45.52	$7,602.27	$47.80	$7,982.38	$50.19	$8,381.50
4					XL - 2XL	209	$41.29	$8,629.68	$43.35	$9,061.16	$45.52	$9,514.22	$47.80	$9,989.93	$50.19	$10,489.43
5					3XL - 4XL	84	$41.29	$3,468.39	$43.35	$3,641.81	$45.52	$3,823.90	$47.80	$4,015.09	$50.19	$4,215.85
6					5XL - 6XL	25	$41.29	$1,032.26	$43.35	$1,083.87	$45.52	$1,138.06	$47.80	$1,194.97	$50.19	$1,254.72
								Subtotal :	**Subtotal**	**$29,351.23**	**Subtotal**	**$30,818.79**	**Subtotal**	**$32,359.73**	**Subtotal**	**$33,977.71**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Polo Shirts with no Pocket, Royal Blue (Red Kap SK97).	Union Patch	Welcome Aboard or Safe Driver Patch	Red MTS Logo Bus Operator	XSmall	9	$40.13	$361.16	$42.14	$379.22	$44.24	$398.18	$46.45	$418.09	$48.78	$438.99
2					Small	9	$40.13	$361.16	$42.14	$379.22	$44.24	$398.18	$46.45	$418.09	$48.78	$438.99
3					Medium	21	$40.13	$842.71	$42.14	$884.85	$44.24	$929.09	$46.45	$975.54	$48.78	$1,024.32
4					Large	21	$40.13	$842.71	$42.14	$884.85	$44.24	$929.09	$46.45	$975.54	$48.78	$1,024.32
5					XLarge	21	$40.13	$842.71	$42.14	$884.85	$44.24	$929.09	$46.45	$975.54	$48.78	$1,024.32
6					2XL	17	$40.13	$682.19	$42.14	$716.30	$44.24	$752.12	$46.45	$789.72	$48.78	$829.21
7					3XL	9	$40.13	$361.16	$42.14	$379.22	$44.24	$398.18	$46.45	$418.09	$48.78	$438.99
								Subtotal :	**Subtotal**	**$4,508.50**	**Subtotal**	**$4,733.92**	**Subtotal**	**$4,970.62**	**Subtotal**	**$5,219.15**

PANTS AND SHORTS

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Pants, Navy (Red Kap PT60)	None	None	None	Waist size 42 & Under	250	$25.55	$6,387.10	$26.83	$6,706.45	$28.17	$7,041.77	$29.58	$7,393.86	$31.05	$7,763.56
2					Waist size 44 - 60	40	$25.55	$1,021.94	$26.83	$1,073.03	$28.17	$1,126.68	$29.58	$1,183.02	$31.05	$1,242.17
							Subtotal :	**$7,409.03**	**Subtotal**	**$7,779.48**	**Subtotal**	**$8,168.46**	**Subtotal**	**$8,576.88**	**Subtotal**	**$9,005.73**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Dress Pants, Navy (Red Kap PT61)	None	None	None	Special Order size 0-2	5	$51.08	$255.40	$53.63	$268.17	$56.32	$281.58	$59.13	$295.66	$62.09	$310.44
2					Waist size 4 - 18	300	$25.55	$7,664.52	$26.83	$8,047.74	$28.17	$8,450.13	$29.58	$8,872.64	$31.05	$9,316.27
3					Waist size 20-28	40	$25.55	$1,021.94	$26.83	$1,073.03	$28.17	$1,126.68	$29.58	$1,183.02	$31.05	$1,242.17
							Subtotal :	**$8,941.85**	**Subtotal**	**$9,388.95**	**Subtotal**	**$9,858.39**	**Subtotal**	**$10,351.31**	**Subtotal**	**$10,868.88**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Pants, Heavier Fabric, Navy (Tact Squad Style No. 7002NE)	None	None	None	Waist size 42 & Under	200	$28.61	$5,722.58	$30.04	$6,008.71	$31.55	$6,309.15	$33.12	$6,624.60	$34.78	$6,955.83
2					Waist size 44 - 54	50	$31.08	$1,554.03	$32.63	$1,631.73	$34.27	$1,713.32	$35.98	$1,798.99	$37.78	$1,888.94
							Subtotal :	**$7,276.61**	**Subtotal**	**$7,640.44**	**Subtotal**	**$8,022.47**	**Subtotal**	**$8,423.59**	**Subtotal**	**$8,844.77**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Pants, Heavier Fabric, Navy (Tact Squad Style No. 7002NWE)	None	None	None	Waist size 0 - 18	40	$28.61	$1,144.52	$30.04	$1,201.74	$31.55	$1,261.83	$33.12	$1,324.92	$34.78	$1,391.17
2					Waist size 20-28	15	$31.08	$466.21	$32.63	$489.52	$34.27	$514.00	$35.98	$539.70	$37.78	$566.68
							Subtotal :	**$1,610.73**	**Subtotal**	**$1,691.26**	**Subtotal**	**$1,775.83**	**Subtotal**	**$1,864.62**	**Subtotal**	**$1,957.85**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Shorts, Navy (Dickies Style No. LR30)	None	None	None	Waist size 42 & Under	180	$19.81	$3,565.16	$20.80	$3,743.42	$21.84	$3,930.59	$22.93	$4,127.12	$24.07	$4,333.48
2					Waist size 44 - 54	50	$19.81	$990.32	$20.80	$1,039.84	$21.84	$1,091.83	$22.93	$1,146.42	$24.07	$1,203.74
							Subtotal :	**$4,555.48**	**Subtotal**	**$4,783.26**	**Subtotal**	**$5,022.42**	**Subtotal**	**$5,273.54**	**Subtotal**	**$5,537.22**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Shorts, Navy (Edwards Style No. 8435)	None	None	None	Waist size 0 - 18	9	$23.76	$213.82	$24.95	$224.51	$26.19	$235.74	$27.50	$247.53	$28.88	$259.90
2					Waist size 20-28	5	$28.50	$142.50	$29.93	$149.63	$31.42	$157.11	$32.99	$164.96	$34.64	$173.21
							Subtotal :	**$356.32**	**Subtotal**	**$374.14**	**Subtotal**	**$392.85**	**Subtotal**	**$412.49**	**Subtotal**	**$433.11**

JACKETS, SWEATERS, ACCESORIES

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket with Reflective Stripes, Navy (Port Authority Style Nos. J754R)	None	Welcome Aboard or Safe Driver Patch	Red MTS Logo Bus Operator	XSmall	5	$68.95	$344.76	$72.40	$362.00	$76.02	$380.10	$79.82	$399.10	$83.81	$419.06
2					Small	5	$68.95	$344.76	$72.40	$362.00	$76.02	$380.10	$79.82	$399.10	$83.81	$419.06
3					Medium	9	$68.95	$620.56	$72.40	$651.59	$76.02	$684.17	$79.82	$718.38	$83.81	$754.30
4					Large	15	$68.95	$1,034.27	$72.40	$1,085.99	$76.02	$1,140.29	$79.82	$1,197.30	$83.81	$1,257.17
5					XLarge	10	$68.95	$689.52	$72.40	$723.99	$76.02	$760.19	$79.82	$798.20	$83.81	$838.11
6					2XL	10	$70.52	$705.16	$74.04	$740.42	$77.74	$777.44	$81.63	$816.31	$85.71	$857.13
7					3XL	5	$73.65	$368.23	$77.33	$386.64	$81.19	$405.97	$85.25	$426.27	$89.52	$447.58
8					4XL	3	$75.21	$225.63	$78.97	$236.91	$82.92	$248.76	$87.06	$261.19	$91.42	$274.25
9					5XL	3	$78.34	$235.02	$82.26	$246.77	$86.37	$259.11	$90.69	$272.06	$95.22	$285.66
10					6XL	2	$79.90	$159.81	$83.90	$167.80	$88.09	$176.19	$92.50	$185.00	$97.12	$194.25
							Subtotal :	**$4,727.71**	**Subtotal**	**$4,964.10**	**Subtotal**	**$5,212.30**	**Subtotal**	**$5,472.91**	**Subtotal**	**$5,746.56**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket without Reflective Stripes, Navy (Port Authority Style Nos. J754 or TLJ754)	None	Welcome Aboard or Safe Driver Patch	Red MTS Logo Bus Operator	XSmall	5	$63.69	$318.47	$66.88	$334.39	$70.22	$351.11	$73.73	$368.67	$77.42	$387.10
2					Small	5	$63.69	$318.47	$66.88	$334.39	$70.22	$351.11	$73.73	$368.67	$77.42	$387.10
3					Medium	9	$63.69	$573.24	$66.88	$601.90	$70.22	$632.00	$73.73	$663.60	$77.42	$696.78
4					Large	15	$63.69	$955.40	$66.88	$1,003.17	$70.22	$1,053.33	$73.73	$1,106.00	$77.42	$1,161.30
5					XLarge	15	$63.69	$955.40	$66.88	$1,003.17	$70.22	$1,053.33	$73.73	$1,106.00	$77.42	$1,161.30
6					2XL	9	$65.26	$587.32	$68.52	$616.69	$71.95	$647.52	$75.54	$679.90	$79.32	$713.89
7					3XL	4	$68.39	$273.55	$71.81	$287.23	$75.40	$301.59	$79.17	$316.67	$83.12	$332.50
8					4XL	4	$69.95	$279.81	$73.45	$293.80	$77.12	$308.49	$80.98	$323.91	$85.03	$340.11
9					5XL	4	$73.08	$292.32	$76.73	$306.94	$80.57	$322.29	$84.60	$338.40	$88.83	$355.32
10					6XL	4	$74.65	$298.58	$78.38	$313.51	$82.30	$329.19	$86.41	$345.64	$90.73	$362.93
11					L Tall - XL Tall	4	$67.19	$268.77	$70.55	$282.21	$74.08	$296.32	$77.78	$311.14	$81.67	$326.70
12					2XL Tall	4	$70.32	$281.29	$73.84	$295.35	$77.53	$310.12	$81.41	$325.63	$85.48	$341.91
13					3XL Tall	3	$76.58	$229.74	$80.41	$241.23	$84.43	$253.29	$88.65	$265.96	$93.08	$279.25
14					4XL Tall	3	$79.71	$239.13	$83.70	$251.09	$87.88	$263.64	$92.27	$276.82	$96.89	$290.66
							Subtotal :	**$5,871.50**	**Subtotal**	**$6,165.08**	**Subtotal**	**$6,473.33**	**Subtotal**	**$6,797.00**	**Subtotal**	**$7,136.84**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Fleece Vest, Heather Gray (Port Authority Style No. F219	None	None	Red MTS Logo Bus Operator	Small	5	$31.32	$156.61	$32.89	$164.44	$34.53	$172.67	$36.26	$181.30	$38.07	$190.36
2					Medium	9	$31.32	$281.90	$32.89	$296.00	$34.53	$310.80	$36.26	$326.34	$38.07	$342.66
3					Large	9	$31.32	$281.90	$32.89	$296.00	$34.53	$310.80	$36.26	$326.34	$38.07	$342.66
4					XLarge	15	$31.32	$469.84	$32.89	$493.33	$34.53	$518.00	$36.26	$543.90	$38.07	$571.09
5					2XL	9	$32.89	$295.98	$34.53	$310.78	$36.26	$326.32	$38.07	$342.64	$39.97	$359.77
6					3XL	5	$36.02	$180.08	$37.82	$189.08	$39.71	$198.54	$41.69	$208.47	$43.78	$218.89
7					4XL	5	$37.58	$187.90	$39.46	$197.30	$41.43	$207.16	$43.50	$217.52	$45.68	$228.40
							Subtotal :	**$1,854.23**	**Subtotal**	**$1,946.94**	**Subtotal**	**$2,044.28**	**Subtotal**	**$2,146.50**	**Subtotal**	**$2,253.82**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket (Windbreaker) (Sport Tek Style No. JST71)	None	Welcome Aboard or Safe Driver Patch	None	XSmall	2	$32.21	$64.42	$33.82	$67.64	$35.51	$71.02	$37.29	$74.57	$39.15	$78.30
2					Small	5	$32.21	$161.05	$33.82	$169.10	$35.51	$177.56	$37.29	$186.43	$39.15	$195.76
3					Medium	9	$32.21	$289.89	$33.82	$304.38	$35.51	$319.60	$37.29	$335.58	$39.15	$352.36
4					Large	15	$32.21	$483.15	$33.82	$507.30	$35.51	$532.67	$37.29	$559.30	$39.15	$587.27
5					XLarge	15	$32.21	$483.15	$33.82	$507.30	$35.51	$532.67	$37.29	$559.30	$39.15	$587.27
6					2XL	15	$33.77	$506.61	$35.46	$531.94	$37.24	$558.54	$39.10	$586.47	$41.05	$615.79
7					3XL	5	$36.90	$184.52	$38.75	$193.74	$40.69	$203.43	$42.72	$213.60	$44.86	$224.28
8					4XL	3	$38.47	$115.40	$40.39	$121.17	$42.41	$127.23	$44.53	$133.59	$46.76	$140.27
9					5XL	3	$41.60	$124.79	$43.68	$131.03	$45.86	$137.58	$48.15	$144.46	$50.56	$151.68
10					6XL	2	$43.16	$86.32	$45.32	$90.64	$47.59	$95.17	$49.96	$99.93	$52.46	$104.93
							Subtotal :	**$2,499.29**	**Subtotal**	**$2,624.25**	**Subtotal**	**$2,755.47**	**Subtotal**	**$2,893.24**	**Subtotal**	**$3,037.90**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Jacket (Lightweight), Navy (Motivate Style No. 88183/88183T)	None	Welcome Aboard or Safe Driver Patch	None	Small	14	$28.39	$397.42	$29.81	$417.29	$31.30	$438.15	$32.86	$460.06	$34.50	$483.07
2					Medium	30	$28.39	$851.61	$29.81	$894.19	$31.30	$938.90	$32.86	$985.85	$34.50	$1,035.14
3					Large	40	$28.39	$1,135.48	$29.81	$1,192.26	$31.30	$1,251.87	$32.86	$1,314.46	$34.50	$1,380.19
4					XLarge	55	$28.39	$1,561.29	$29.81	$1,639.35	$31.30	$1,721.32	$32.86	$1,807.39	$34.50	$1,897.76
5					2XL	40	$31.61	$1,264.52	$33.19	$1,327.74	$34.85	$1,394.13	$36.60	$1,463.84	$38.43	$1,537.03
6					3XL	15	$33.23	$498.39	$34.89	$523.31	$36.63	$549.47	$38.46	$576.95	$40.39	$605.79
7					4XL	8	$34.84	$278.71	$36.58	$292.65	$38.41	$307.28	$40.33	$322.64	$42.35	$338.77
8					5XL	9	$36.45	$328.06	$38.27	$344.47	$40.19	$361.69	$42.20	$379.78	$44.31	$398.76
9					LT	9	$32.42	$291.77	$34.04	$306.36	$35.74	$321.68	$37.53	$337.77	$39.41	$354.65
10					XLT	9	$32.42	$291.77	$34.04	$306.36	$35.74	$321.68	$37.53	$337.77	$39.41	$354.65
11					2XLT	5	$35.65	$178.23	$37.43	$187.14	$39.30	$196.49	$41.26	$206.32	$43.33	$216.63
12					3XLT	5	$37.26	$186.29	$39.12	$195.60	$41.08	$205.39	$43.13	$215.65	$45.29	$226.44
13					4XLT	3	$38.87	$116.61	$40.81	$122.44	$42.86	$128.57	$45.00	$134.99	$47.25	$141.74
14					5XLT	3	$40.48	$121.45	$42.51	$127.52	$44.63	$133.90	$46.87	$140.60	$49.21	$147.63
							Subtotal :	**$7,501.61**	**Subtotal**	**$7,876.69**	**Subtotal**	**$8,270.53**	**Subtotal**	**$8,684.05**	**Subtotal**	**$9,118.26**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Full Zip Cardigan Sweater, Navy (Edwards Style No. 4372)	None	Welcome Aboard or Safe Driver Patch	Red MTS Logo Bus Operator	XSmall	5	$60.50	$302.50	$63.53	$317.63	$66.70	$333.51	$70.04	$350.18	$73.54	$367.69
2					Small	9	$60.50	$544.50	$63.53	$571.73	$66.70	$600.31	$70.04	$630.33	$73.54	$661.84
3					Medium	15	$60.50	$907.50	$63.53	$952.88	$66.70	$1,000.52	$70.04	$1,050.54	$73.54	$1,103.07
4					Large	20	$60.50	$1,210.00	$63.53	$1,270.50	$66.70	$1,334.03	$70.04	$1,400.73	$73.54	$1,470.76
5					XLarge	10	$60.50	$605.00	$63.53	$635.25	$66.70	$667.01	$70.04	$700.36	$73.54	$735.38
6					2XL	9	$70.00	$630.00	$73.50	$661.50	$77.18	$694.58	$81.03	$729.30	$85.09	$765.77
7					3XL	4	$74.76	$299.03	$78.50	$313.98	$82.42	$329.68	$86.54	$346.17	$90.87	$363.48
8					4XL	3	$74.76	$224.27	$78.50	$235.49	$82.42	$247.26	$86.54	$259.63	$90.87	$272.61
9					5XL	2	$84.26	$168.52	$88.47	$176.94	$92.89	$185.79	$97.54	$195.08	$102.42	$204.83
							Subtotal :	**$4,891.32**	**Subtotal**	**$5,135.89**	**Subtotal**	**$5,392.68**	**Subtotal**	**$5,662.32**	**Subtotal**	**$5,945.43**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Pull Over V-Neck Sweater Vest, Navy/Charcoal (Edwards Style No. 4065)	None	None	Red MTS Logo Bus Operator	XSmall	3	$29.84	$89.52	$31.33	$93.99	$32.90	$98.69	$34.54	$103.63	$36.27	$108.81
2					Small	5	$29.84	$149.19	$31.33	$156.65	$32.90	$164.49	$34.54	$172.71	$36.27	$181.35
3					Medium	9	$29.84	$268.55	$31.33	$281.98	$32.90	$296.07	$34.54	$310.88	$36.27	$326.42
4					Large	13	$29.84	$387.90	$31.33	$407.30	$32.90	$427.66	$34.54	$449.05	$36.27	$471.50
5					XLarge	13	$29.84	$387.90	$31.33	$407.30	$32.90	$427.66	$34.54	$449.05	$36.27	$471.50
6					2XL	5	$34.21	$171.05	$35.92	$179.60	$37.72	$188.58	$39.60	$198.01	$41.58	$207.91
7					3XL	4	$36.39	$145.55	$38.21	$152.83	$40.12	$160.47	$42.12	$168.49	$44.23	$176.91
8					4XL	3	$36.39	$109.16	$38.21	$114.62	$40.12	$120.35	$42.12	$126.37	$44.23	$132.69
9					5XL	2	$40.76	$81.52	$42.80	$85.59	$44.94	$89.87	$47.18	$94.37	$49.54	$99.08
							Subtotal :	**$1,790.34**	**Subtotal**	**$1,879.86**	**Subtotal**	**$1,973.85**	**Subtotal**	**$2,072.54**	**Subtotal**	**$2,176.17**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1					XSmall	3	$48.94	$146.81	$51.38	$154.15	$53.95	$161.85	$56.65	$169.95	$59.48	$178.44
2					Small	5	$48.94	$244.68	$51.38	$256.91	$53.95	$269.76	$56.65	$283.24	$59.48	$297.41

3	Men's & Women's Sweater , Navy (Edwards Style No. 4351)	None	Welcome Aboard or Safe Driver Patch	Red MTS Logo Bus Operator	Medium	9	$48.94	$440.42	$51.38	$462.44	$53.95	$485.56	$56.65	$509.84	$59.48	$535.33
4					Large	13	$48.94	$636.16	$51.38	$667.97	$53.95	$701.37	$56.65	$736.44	$59.48	$773.26
5					XLarge	13	$48.94	$636.16	$51.38	$667.97	$53.95	$701.37	$56.65	$736.44	$59.48	$773.26
6					2XL	5	$56.11	$280.56	$58.92	$294.59	$61.86	$309.32	$64.96	$324.79	$68.21	$341.03
7					3XL	4	$59.73	$238.90	$62.71	$250.85	$65.85	$263.39	$69.14	$276.56	$72.60	$290.39
8					4XL	3	$59.73	$179.18	$62.71	$188.14	$65.85	$197.54	$69.14	$207.42	$72.60	$217.79
9					5XL	2	$66.90	$133.81	$70.25	$140.50	$73.76	$147.52	$77.45	$154.90	$81.32	$162.64
							Subtotal :	**$2,936.68**	**Subtotal**	**$3,083.51**	**Subtotal**	**$3,237.69**	**Subtotal**	**$3,399.57**	**Subtotal**	**$3,569.55**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's (J304) & Women's (L304) - Port Authority All - Season II Jacket Black and True Navy. .	None	Welcome Aboard or Safe Driver Patch	Red MTS Logo Bus Operator	XSmall	5	$86.44	$432.18	$90.76	$453.79	$95.30	$476.48	$100.06	$500.30	$105.06	$525.31
2					Small	5	$86.44	$432.18	$90.76	$453.79	$95.30	$476.48	$100.06	$500.30	$105.06	$525.31
3					Medium	25	$86.44	$2,160.89	$90.76	$2,268.93	$95.30	$2,382.38	$100.06	$2,501.50	$105.06	$2,626.57
4					Large	25	$86.44	$2,160.89	$90.76	$2,268.93	$95.30	$2,382.38	$100.06	$2,501.50	$105.06	$2,626.57
5					XLarge	34	$86.44	$2,938.81	$90.76	$3,085.75	$95.30	$3,240.03	$100.06	$3,402.04	$105.06	$3,572.14
6					2XL	34	$88.00	$2,992.00	$92.40	$3,141.60	$97.02	$3,298.68	$101.87	$3,463.61	$106.96	$3,636.79
7					3XL	13	$91.13	$1,184.68	$95.69	$1,243.91	$100.47	$1,306.11	$105.49	$1,371.41	$110.77	$1,439.98
8					4XL	5	$92.69	$463.47	$97.33	$486.64	$102.19	$510.97	$107.30	$536.52	$112.67	$563.35
							Subtotal :	**$12,765.08**	**Subtotal**	**$13,403.33**	**Subtotal**	**$14,073.50**	**Subtotal**	**$14,777.18**	**Subtotal**	**$15,516.04**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Belt 100% Leather, 1.5" width (Chambers UBLT 6010) USPS Approved	None	None	None	44 & Under	84	$17.74	$1,490.32	$18.63	$1,564.84	$19.56	$1,643.08	$20.54	$1,725.23	$21.57	$1,811.50
2					46 & Up	17	$19.35	$329.03	$20.32	$345.48	$21.34	$362.76	$22.41	$380.90	$23.53	$399.94
							Subtotal :	**$1,819.35**	**Subtotal**	**$1,910.32**	**Subtotal**	**$2,005.84**	**Subtotal**	**$2,106.13**	**Subtotal**	**$2,211.44**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Visor, Navy Blue with MTS logo in red thread on the center of the visor, Item # BBV	Note: These will be ordered in quantities of at least 100. They will not be individually ordered by bus operators.			One size	100	$16.10	$1,610.00	$16.91	$1,690.50	$17.75	$1,775.03	$18.64	$1,863.78	$19.57	$1,956.97
2	Baseball Style Cap - Navy Blue with MTS logo in red thread, and the wording "Bus Operator" in white thread directly underneath the MTS logo, - structured hat with velcro closure, medium weight, 100% brushed cotton item, Style WPV	Note: These will be ordered in quantities of at least 100. They will not be individually ordered by bus operators.			One size	100	$15.80	$1,580.00	$16.59	$1,659.00	$17.42	$1,741.95	$18.29	$1,829.05	$19.20	$1,920.50
3	Safe Driver Hat (3-D puffy logo) (ordered 1x annually), Style WPV	These will be ordered once per year for safety awards in a quantity of approximately 275. They will not be individually ordered by bus operators.			One size	100	$16.00	$1,600.00	$16.80	$1,680.00	$17.64	$1,764.00	$18.52	$1,852.20	$19.45	$1,944.81
4	Safe Driver Patch (ordered 1x annually)	The patches will be ordered in larger quantities to have on-hand for application to clothing items, including all items with "Safe Driver Optional" language as well as annual Safe Driver shirts. There are three colors: gold, silver, and red.			One size	1000	$2.50	$2,500.00	$2.63	$2,625.00	$2.76	$2,756.25	$2.89	$2,894.06	$3.04	$3,038.77
5	CP95 - Port Authority 100% cotton Beanie with MTS logo in red thread on center front	None			One Size	210	$15.80	$3,318.00	$16.59	$3,483.90	$17.42	$3,658.10	$18.29	$3,841.00	$19.20	$4,033.05
							Subtotal :	**$10,608.00**	**Subtotal**	**$11,138.40**	**Subtotal**	**$11,695.32**	**Subtotal**	**$12,280.09**	**Subtotal**	**$12,894.09**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Long Island Performance Long Sleeve T-Shirt-210 & 214 Black and White	None	None	None	XSmall	5	$12.89	$64.44	$13.53	$67.66	$14.21	$71.04	$14.92	$74.59	$15.66	$78.32
2					Small	50	$12.89	$644.35	$13.53	$676.57	$14.21	$710.40	$14.92	$745.92	$15.66	$783.22
3					Medium	150	$12.89	$1,933.06	$13.53	$2,029.72	$14.21	$2,131.20	$14.92	$2,237.76	$15.66	$2,349.65
4					Large	150	$12.89	$1,933.06	$13.53	$2,029.72	$14.21	$2,131.20	$14.92	$2,237.76	$15.66	$2,349.65
5					XLarge	125	$12.89	$1,610.89	$13.53	$1,691.43	$14.21	$1,776.00	$14.92	$1,864.80	$15.66	$1,958.04
6					2XL	75	$15.89	$1,191.53	$16.68	$1,251.11	$17.52	$1,313.66	$18.39	$1,379.35	$19.31	$1,448.31
7					3XL	63	$17.65	$1,111.65	$18.53	$1,167.23	$19.45	$1,225.59	$20.43	$1,286.87	$21.45	$1,351.21
							Subtotal :	**$8,488.98**	**Subtotal**	**$8,913.43**	**Subtotal**	**$9,359.10**	**Subtotal**	**$9,827.06**	**Subtotal**	**$10,318.41**

SUPERVISORS UNIFORMS

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirt -Tact Squad Long Sleeve/8003W (White)	None	None	None	14 - 17.5	2	$25.98	$51.97	$27.28	$54.57	$28.65	$57.29	$30.08	$60.16	$31.58	$63.17
2					18 - 18.5	2	$28.58	$57.16	$30.01	$60.02	$31.51	$63.02	$33.09	$66.17	$34.74	$69.48
3					19 - 19.5	2	$29.87	$59.74	$31.36	$62.73	$32.93	$65.87	$34.58	$69.16	$36.31	$72.62
4					20 - 20.5	2	$31.18	$62.35	$32.74	$65.47	$34.37	$68.75	$36.09	$72.18	$37.90	$75.79
							Subtotal :	**$231.23**	**Subtotal**	**$242.79**	**Subtotal**	**$254.93**	**Subtotal**	**$267.67**	**Subtotal**	**$281.06**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Dress Shirt -Tact Squad Short Sleeve/8013W (White)	None	None	None	14 - 17.5	2	$24.61	$49.23	$25.84	$51.69	$27.14	$54.27	$28.49	$56.99	$29.92	$59.83
2					18 - 18.5	2	$27.08	$54.16	$28.43	$56.87	$29.86	$59.71	$31.35	$62.70	$32.92	$65.83
3					19 - 19.5	2	$28.29	$56.58	$29.70	$59.41	$31.19	$62.38	$32.75	$65.50	$34.39	$68.77
4					20 - 20.5	2	$29.53	$59.06	$31.01	$62.02	$32.56	$65.12	$34.19	$68.37	$35.90	$71.79
							Subtotal :	**$219.03**	**Subtotal**	**$229.98**	**Subtotal**	**$241.48**	**Subtotal**	**$253.56**	**Subtotal**	**$266.24**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Unisex Polo Edwards 1525 (Navy, Black, Grey)	None	None	Red or White MTS logo Embroidery & Supervisor/ Bus Operations/ Name of Department Embroidery.	XSmall	2	$29.77	$59.55	$31.26	$62.53	$32.83	$65.65	$34.47	$68.93	$36.19	$72.38
2					Small	10	$29.77	$297.74	$31.26	$312.63	$32.83	$328.26	$34.47	$344.67	$36.19	$361.91
3					Medium	10	$29.77	$297.74	$31.26	$312.63	$32.83	$328.26	$34.47	$344.67	$36.19	$361.91
4					Large	10	$29.77	$297.74	$31.26	$312.63	$32.83	$328.26	$34.47	$344.67	$36.19	$361.91
5					XLarge	10	$29.77	$297.74	$31.26	$312.63	$32.83	$328.26	$34.47	$344.67	$36.19	$361.91
6					2XL	20	$33.00	$660.00	$34.65	$693.00	$36.38	$727.65	$38.20	$764.03	$40.11	$802.23
7					3XL	10	$34.61	$346.13	$36.34	$363.44	$38.16	$381.61	$40.07	$400.69	$42.07	$420.72
8					4XL	1	$36.23	$36.23	$38.04	$38.04	$39.94	$39.94	$41.94	$41.94	$44.03	$44.03
9					5XL	1	$37.84	$37.84	$39.73	$39.73	$41.72	$41.72	$43.80	$43.80	$45.99	$45.99
							Subtotal :	**$2,330.71**	**Subtotal**	**$2,447.25**	**Subtotal**	**$2,569.61**	**Subtotal**	**$2,698.09**	**Subtotal**	**$2,832.99**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Polo Shirt with Pocket SK98 Red Kap (Navy, Red, Black)	None	None	Red or White MTS logo Embroidery & Supervisor/ Bus Operations/ Name of Department Embroidery.	Small	5	$31.29	$156.45	$32.85	$164.27	$34.50	$172.49	$36.22	$181.11	$38.03	$190.17
2					Medium	9	$31.29	$281.61	$32.85	$295.69	$34.50	$310.48	$36.22	$326.00	$38.03	$342.30
3					Large	17	$31.29	$531.94	$32.85	$558.53	$34.50	$586.46	$36.22	$615.78	$38.03	$646.57
4					XLarge	25	$31.29	$782.26	$32.85	$821.37	$34.50	$862.44	$36.22	$905.56	$38.03	$950.84
5					2XL	9	$31.29	$281.61	$32.85	$295.69	$34.50	$310.48	$36.22	$326.00	$38.03	$342.30
6					3XL	2	$31.29	$62.58	$32.85	$65.71	$34.50	$69.00	$36.22	$72.44	$38.03	$76.07
7					4XL	2	$31.29	$62.58	$32.85	$65.71	$34.50	$69.00	$36.22	$72.44	$38.03	$76.07
							Subtotal :	**$2,159.03**	**Subtotal**	**$2,266.98**	**Subtotal**	**$2,380.33**	**Subtotal**	**$2,499.35**	**Subtotal**	**$2,624.32**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Polo Shirt with no Pocket SK97 Red Kap (Navy, Red, Black)	None	None	Red or White MTS logo Embroidery & Supervisor/ Bus Operations/ Name of Department Embroidery.	XSmall	5	$30.13	$150.65	$31.64	$158.18	$33.22	$166.09	$34.88	$174.39	$36.62	$183.11
2					Small	5	$30.13	$150.65	$31.64	$158.18	$33.22	$166.09	$34.88	$174.39	$36.62	$183.11
3					Medium	10	$30.13	$301.29	$31.64	$316.35	$33.22	$332.17	$34.88	$348.78	$36.62	$366.22
4					Large	20	$30.13	$602.58	$31.64	$632.71	$33.22	$664.35	$34.88	$697.56	$36.62	$732.44
5					XLarge	20	$30.13	$602.58	$31.64	$632.71	$33.22	$664.35	$34.88	$697.56	$36.62	$732.44
6					2XL	20	$30.13	$602.58	$31.64	$632.71	$33.22	$664.35	$34.88	$697.56	$36.62	$732.44
7					3XL	20	$30.13	$602.58	$31.64	$632.71	$33.22	$664.35	$34.88	$697.56	$36.62	$732.44
							Subtotal :	**$3,012.90**	**Subtotal**	**$3,163.55**	**Subtotal**	**$3,321.73**	**Subtotal**	**$3,487.81**	**Subtotal**	**$3,662.20**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Pants- Edwards Cargo 2538 (black)	None	None	None	0-28	21	$31.42	$659.81	$32.99	$692.80	$34.64	$727.44	$36.37	$763.81	$38.19	$802.00
2					28-60	21	$31.42	$659.81	$32.99	$692.80	$34.64	$727.44	$36.37	$763.81	$38.19	$802.00
							Subtotal :	**$1,319.61**	**Subtotal**	**$1,385.59**	**Subtotal**	**$1,454.87**	**Subtotal**	**$1,527.62**	**Subtotal**	**$1,604.00**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's Sweater , Navy (Edwards Style No. 4351)	None	None	Red or White MTS logo Embroidery & Supervisor/ Bus Operations/ Name of Department Embroidery.	XSmall	2	$43.94	$87.87	$46.13	$92.26	$48.44	$96.88	$50.86	$101.72	$53.40	$106.81
2					Small	2	$43.94	$87.87	$46.13	$92.26	$48.44	$96.88	$50.86	$101.72	$53.40	$106.81
3					Medium	5	$43.94	$219.68	$46.13	$230.66	$48.44	$242.19	$50.86	$254.30	$53.40	$267.02
4					Large	5	$43.94	$219.68	$46.13	$230.66	$48.44	$242.19	$50.86	$254.30	$53.40	$267.02
5					XLarge	5	$43.94	$219.68	$46.13	$230.66	$48.44	$242.19	$50.86	$254.30	$53.40	$267.02
6					2XL	5	$51.11	$255.56	$53.67	$268.34	$56.35	$281.76	$59.17	$295.85	$62.13	$310.64
7					3XL-4XL	2	$54.73	$109.45	$57.46	$114.92	$60.34	$120.67	$63.35	$126.70	$66.52	$133.04
8					5XL	1	$61.90	$61.90	$65.00	$65.00	$68.25	$68.25	$71.66	$71.66	$75.24	$75.24
							Subtotal :	**$1,261.69**	**Subtotal**	**$1,324.78**	**Subtotal**	**$1,391.02**	**Subtotal**	**$1,460.57**	**Subtotal**	**$1,533.60**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's Edwards dress shirts: 1354 colors, dark grey, black, French blue, royal blue, blue,	None	None	Red or White MTS logo Embroidery & Supervisor/ Bus Operations/ Name of Department Embroidery.	Small	2	$29.06	$58.13	$30.52	$61.04	$32.04	$64.09	$33.65	$67.29	$35.33	$70.66
2					Medium	5	$29.06	$145.32	$30.52	$152.59	$32.04	$160.22	$33.65	$168.23	$35.33	$176.64
3					Large	5	$29.06	$145.32	$30.52	$152.59	$32.04	$160.22	$33.65	$168.23	$35.33	$176.64
4					XLarge	9	$29.06	$261.58	$30.52	$274.66	$32.04	$288.39	$33.65	$302.81	$35.33	$317.95
5					2XL	5	$33.29	$166.45	$34.95	$174.77	$36.70	$183.51	$38.54	$192.69	$40.46	$202.32
6					3XL	4	$35.40	$141.61	$37.17	$148.69	$39.03	$156.13	$40.98	$163.93	$43.03	$172.13
7					4XL	2	$35.40	$70.81	$37.17	$74.35	$39.03	$78.06	$40.98	$81.97	$43.03	$86.07
8					5XL	1	$39.61	$39.61	$41.59	$41.59	$43.67	$43.67	$45.86	$45.86	$48.15	$48.15
9					6XL	1	$39.61	$39.61	$41.59	$41.59	$43.67	$43.67	$45.86	$45.86	$48.15	$48.15
10					XLT	1	$33.29	$33.29	$34.95	$34.95	$36.70	$36.70	$38.54	$38.54	$40.46	$40.46
11					6XLT	1	$39.61	$39.61	$41.59	$41.59	$43.67	$43.67	$45.86	$45.86	$48.15	$48.15
							Subtotal :	**$1,141.35**	**Subtotal**	**$1,198.42**	**Subtotal**	**$1,258.34**	**Subtotal**	**$1,321.26**	**Subtotal**	**$1,387.32**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's Edwards dress shirts: 5354 colors, dark grey, black, French blue, royal blue, blue,	None	None	Red or White MTS logo Embroidery & Supervisor/ Bus Operations/ Name of Department Embroidery.	Small	5	$29.06	$145.32	$30.52	$152.59	$32.04	$160.22	$33.65	$168.23	$35.33	$176.64
2					Medium	9	$29.06	$261.58	$30.52	$274.66	$32.04	$288.39	$33.65	$302.81	$35.33	$317.95
3					Large	5	$29.06	$145.32	$30.52	$152.59	$32.04	$160.22	$33.65	$168.23	$35.33	$176.64
4					XLarge	5	$29.06	$145.32	$30.52	$152.59	$32.04	$160.22	$33.65	$168.23	$35.33	$176.64
5					2XL	5	$33.29	$166.45	$34.95	$174.77	$36.70	$183.51	$38.54	$192.69	$40.46	$202.32

6					3XL	1	$35.40	$35.40	$37.17	$37.17	$39.03	$39.03	$40.98	$40.98	$43.03	$43.03
7					4XL	1	$35.40	$35.40	$37.17	$37.17	$39.03	$39.03	$40.98	$40.98	$43.03	$43.03
							Subtotal :	**$934.81**	**Subtotal**	**$981.55**	**Subtotal**	**$1,030.62**	**Subtotal**	**$1,082.16**	**Subtotal**	**$1,136.26**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Women's and Men's CSJ24 Cornerstone ANSI 107 class 3 Waterproof Parka.	None	None	None	Small	1	$71.76	$71.76	$75.35	$75.35	$79.11	$79.11	$83.07	$83.07	$87.22	$87.22
2					Medium	1	$71.76	$71.76	$75.35	$75.35	$79.11	$79.11	$83.07	$83.07	$87.22	$87.22
3					Large	1	$71.76	$71.76	$75.35	$75.35	$79.11	$79.11	$83.07	$83.07	$87.22	$87.22
4					XLarge	1	$71.76	$71.76	$75.35	$75.35	$79.11	$79.11	$83.07	$83.07	$87.22	$87.22
5					2XL	1	$73.32	$73.32	$76.99	$76.99	$80.84	$80.84	$84.88	$84.88	$89.12	$89.12
6					3XL	1	$76.45	$76.45	$80.27	$80.27	$84.29	$84.29	$88.50	$88.50	$92.93	$92.93
7					4XL	1	$78.02	$78.02	$81.92	$81.92	$86.01	$86.01	$90.31	$90.31	$94.83	$94.83
							Subtotal :	**$514.82**	**Subtotal**	**$540.56**	**Subtotal**	**$567.59**	**Subtotal**	**$595.97**	**Subtotal**	**$625.77**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Men's & Women's J307 Black/Deep Grey Port Authority Soft Shell Jacket.	None	None	Red or White MTS logo Embroidery & Supervisor/ Bus Operations/ Name of Department Embroidery.	Small	1	$42.97	$42.97	$45.12	$45.12	$47.37	$47.37	$49.74	$49.74	$52.23	$52.23
2					Medium	2	$42.97	$85.94	$45.12	$90.23	$47.37	$94.74	$49.74	$99.48	$52.23	$104.46
3					Large	3	$42.97	$128.90	$45.12	$135.35	$47.37	$142.12	$49.74	$149.22	$52.23	$156.68
4					XLarge	3	$42.97	$128.90	$45.12	$135.35	$47.37	$142.12	$49.74	$149.22	$52.23	$156.68
5					2XL	2	$44.53	$89.06	$46.76	$93.52	$49.10	$98.19	$51.55	$103.10	$54.13	$108.26
6					3XL	1	$47.66	$47.66	$50.04	$50.04	$52.55	$52.55	$55.17	$55.17	$57.93	$57.93
							Subtotal :	**$523.44**	**Subtotal**	**$549.61**	**Subtotal**	**$577.09**	**Subtotal**	**$605.94**	**Subtotal**	**$636.24**

Line #	Description				Size	Qty.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Baseball Style Cap, Black with MTS logo/white wording *supervisor* in white. 100% cotton	None	None	None	One size	10	$15.58	$155.75	$16.35	$163.54	$17.17	$171.71	$18.03	$180.30	$18.93	$189.32
							Subtotal :	**$155.75**	**Subtotal**	**$163.54**	**Subtotal**	**$171.71**	**Subtotal**	**$180.30**	**Subtotal**	**$189.32**

ANNUAL SUBTOTAL

Subtotal YR 1	$153,372.93	Subtotal YR 2	$161,041.57	Subtotal YR 3	$169,093.65	Subtotal YR 4	$177,548.34	Subtotal YR 5	$186,425.75
Tax	$11,886.40	Tax	$12,480.72	Tax	$13,104.76	Tax	$13,760.00	Tax	$14,448.00
Total YR 1	$165,259.33	Total YR 2	$173,522.30	Total YR 3	$182,198.41	Total YR 4	$191,308.33	Total YR 5	$200,873.75

Grand Total	$913,162.11

Agenda Item No. 09

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal Year (FFY) 2025 Federal Transit Administration (FTA) Section 5311 Formula Funding

RECOMMENDATION:

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

1) Accept the allocation of $273,099 in FFY 2025 Section 5311 funds for operating assistance in rural areas; and

2) Ratify Resolution No. 25-05 (Attachment A) adopted by the Board of Directors on June 26, 2025 (Agenda Item No. 8).

Budget Impact

MTS will receive federal FY 2025 5311 funds in the amount of $273,099 for operating assistance. The 5311 program has a 44.67% match requirement. MTS will be required to provide matching funds in the amount of $220,483.

DISCUSSION:

The federal government, through the FTA's Section 5311 Non-Urbanized Area Formula Program, provides funding for capital and operating assistance to agencies providing rural transportation. These funds do not come directly to MTS, but are instead apportioned to the states. In turn, Caltrans, on behalf of the State of California, reapportions the funds to the various regions based solely on each region's rural population as a share of the state total rural population. In San Diego, the San Diego Association of Governments (SANDAG) allocates these funds to North County Transit District and MTS based on the relative rural population in each agency's service area.

MTS's apportionment of Federal Fiscal Year (FFY) 2025 5311 funds is $273,099, which is anticipated to be received in the coming months. These funds will be applied towards FY 2026 rural operations of Routes 838, 888, 891, and 892.

Caltrans requires the submission of a resolution by each agency Board of Directors authorizing the submission of a grant application and project programming. SANDAG will also amend the Regional Transportation Improvement Program in the event of a grant award, as per Caltrans requirements.

In anticipation of FFY 2025 Section 5311 Non-Urbanized Area Formula Fund grant applications, on June 26, 2025 (Agenda Item No. 08), the MTS Board of Directors adopted Resolution No. 25-05 and took other action necessary to accept this funding for operating assistance in rural areas. This is formula funding that must be spent on qualifying projects. Routes 838, 888, 891, and 892 are rural routes that qualify under this program.

It was later discovered that the June 2025 agenda item report incorrectly stated the grant and match requirement amounts. Staff inadvertently reversed the required match funding and federal allocation request amounts, reporting a federal funding request of $220,483 and a required MTS match of $273,099. MTS staff intended to reflect $273,099 as the federal allocation request and $220,483 as the required match. Resolution No. 25-05 (see Attachment A) did not include any specific funding or match amounts but instead authorized the Chief Executive Officer to apply for the funding and take actions necessary to secure the funding and comply with the grant requirements. In order to make sure the written record is accurate, and Board direction is clear, today's proposed action would formally authorize acceptance of the $273,099 in FFY 2025 Section 5311 funds and ratify Resolution No. 25-05.

Today's proposed action would accept the federal allocation of $273,099 in FFY 2025 Section 5311 funds and would ratify the previously adopted Resolution No. 25-05 related to this funding.

Therefore, staff recommends that the MTS Board of Directors:

1) Accept the allocation of $273,099 in FFY 2025 Section 5311 funds for operating assistance in rural areas; and

2) Ratify Resolution No. 25-05 (Attachment A) adopted by the Board of Directors on June 26, 2025 (Agenda Item No. 8).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 25-05

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 25-05

Resolution Authorizing Federal Funding Under FTA Section 5311(49 U.S.C. Section 5311) with the California Department of Transportation

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital and operating assistance projects for nonurbanized public transit services under Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS, the California Department of Transportation has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the San Diego Metropolitan Transit System (MTS) desires to apply for said financial assistance to operate rural transit service and support capital improvements in San Diego County; and

WHEREAS, MTS has, to the maximum extent feasible, coordinated and consulted with other transportation providers and users in the region (including social service agencies);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that MTS does hereby authorize the Chief Executive Officer, or designated representative, to file and execute any actions necessary on behalf of MTS with the California Department of Transportation to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended;

1. The Chief Executive Officer is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

2. The Chief Executive Officer is to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

3. The Chief Executive Officer is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED, by the Board of Directors this 26th day of June 2025, by the following vote:

AYES: Fernandez, Foster, McCann, Koval, Leyba-Gonzalez, Montgomery Steppe, Dillard, Whitburn, Goble, Moreno, Fleming

NAYS:

ABSENT: Mendoza, Bush, Elo-Rivera, Vaus

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

Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Strategic Growth Council (SGC) – Transformative Climate Communities (TCC) Program Round 5- Award and Project Acceptance

RECOMMENDATION:

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

1) Approve Resolution No. 26-17 (in substantially the same format as Attachment A) authorizing the Chief Executive Officer (CEO) to accept the Round 5 SGC –TCC Program Grant via the San Diego Foundation in an amount of $1,807,400 for the 12th & Imperial Transit Center Project and Installation of a Mural; and

2) Authorize the CEO to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing a Subaward Agreement for the grant funded portion of the project.

Budget Impact

The total grant funding awarded is $1,807,400 with no local match requirement and will support the following projects:

Project	TCC Grant Funding
12th & Imperial Transit Center Project*	$1,700,000
Installation of a Mural (located at MTS Rail Yard Building B)	$107,400

The 12th & Imperial Transit Center Project[1] will expand the 12th & Imperial bus transit center. The project will increase the number of bus bays, incorporate multi-modal hub components, and improve passenger amenities. This project is primarily funded by the California State Transportation Agency's Transit and Intercity Rail Capital Program (TIRCP). The TCC funding award will help offset the additional costs to complete this project.

[1] The TCC Application referenced this project as the "12th and Imperial Multi-Modal Transit Hub" within the application.

DISCUSSION:

On September 14, 2016, Governor Brown signed AB 2722 (Burke 2016), which created the TCC Program, administered by the SGC in partnership with the Department of Conservation (DOC) and other State agencies. The TCC Program furthers the purposes of AB 32 (Nunez 2006) and AB 2722 by funding projects that reduce Greenhouse Gas (GHG) emissions through the development and implementation of neighborhood-level transformative climate community plans. Such plans include multiple, coordinated projects that provide local economic, environmental, and health benefits to disadvantaged communities and reduce GHG emissions. Through a competitive grant process, the program invests in integrated, place-based projects that advance sustainable transportation, affordable housing, urban greening, and climate resilience. Participation in the TCC Program provides an opportunity to leverage state funding to implement high-impact strategies aligned with local and regional climate goals.

Funded projects must demonstrate measurable outcomes, including reductions in greenhouse gas emissions, improved air quality, expanded mobility options, and enhanced overall community well-being. Strong partnerships, particularly with transit agencies, are critical to the competitiveness of TCC Program applications. Collaboration strengthens proposals by demonstrating the capacity to deliver integrated, multimodal projects that reduce emissions and expand equitable access to transportation. These partnerships also ensure that infrastructure investments are well-coordinated, feasible, and aligned with regional mobility goals, ultimately enhancing the project's ability to achieve meaningful climate, air quality, and community benefits.

In 2022, the San Diego Foundation, in partnership with the Environmental Health Coalition and ten community and institutional partners, developed a TCC application titled "Rooted in Comunidad, Cultivating Equity." The application was intentionally designed to be community-driven, incorporating direct resident input gathered through surveys and two community workshops facilitated by the Environmental Health Coalition during the planning process.

The proposed project portfolio comprises coordinated efforts to reduce greenhouse gas emissions while improving quality of life in the Historic Neighborhoods of Barrio Logan, Logan Heights, Sherman Heights, Mt. Hope, Shelltown, Stockton, Grant Hill, and Southcrest.

Individual projects included in the San Diego Foundation TCC grant application were:

- **Tierras Indígenas Community Land Trust**: Supports long-term community ownership and preservation of affordable housing and community assets in the Historic Barrios.
- **Holistic Healthy Homes Program**: A coalition of six community-based organizations will implement indoor air quality and home efficiency improvements in 25 households, including electrification upgrades, xeriscaping, and related repairs.
- **Transit Stop and Trolley Transit Center Improvements**: In partnership with the San Diego Metropolitan Transit System, upgrades will enhance safety, accessibility, and usability of key transit stops and stations.
- **Chicano Park Museum and Cultural Center Solar Installation**: Installation of solar infrastructure to reduce emissions and provide resilient, clean energy for a key cultural and community space.
- **Via Verde Free Electric Shuttle**: A free, on-demand, bilingual electric shuttle service providing equitable first-mile/last-mile transportation in Barrio Logan and Logan Heights.

- **Project New Village Community Gardens and Resource Center**: Development of a 12,000-square-foot facility supporting community-based food production, distribution, and food security.
- **Boston Avenue Park**: Creation of a multi-use green buffer along the I-5 corridor featuring recreational amenities, public art, pedestrian and bicycle infrastructure, and community gathering spaces.
- **Urban Tree Planting Program**: Planting of over 700 trees in the project area to improve air quality, expand shade, reduce urban heat, and enhance public spaces.

San Diego Foundation

The San Diego Foundation TCC grant was awarded, providing a total $29,500,000 in funding for the listed projects.[2] The MTS portion of the grant is $1,807,400. The funding will support the construction phase of the 12th & Imperial Transit Center Project and installation of a mural on MTS's Rail Yard Building B adjacent to the 12th & Imperial Transit Center. To further support this program and contribute to the goals of the overall project, MTS plans to install up to 25 bus shelters within the project area neighborhoods listed above.

Today's action recommends that the MTS Board of Directors:

1) Approve Resolution No. 26-17 authorizing the CEO to accept the Round 5 SGC – TCC Program via the San Diego Foundation in the amount of $1,807,400 for the 12th & Imperial Transit Center Project and Installation of a Mural; and

[2] The grant was initially awarded for $22,125,000 in December 2023 (https://sgc.ca.gov/wp-content/uploads/20231214-7_Attachment_A_TCC_R5_Implementation_Grant_Award_Details.pdf), but was revised in December 2025 to increase the amount to meet the initial request of $29,500,000 (https://sgc.ca.gov/wp-content/uploads/SGC_20251210_Item6_SR_ADA.pdf).

2) Authorize the CEO to take all actions necessary to fulfill MTS's obligations under the resolution, including, but not limited to, executing a Subaward 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. 26-17

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 26-17

Resolution Authorizing the Acceptance of Strategic Growth Council – Transformative Climate Communities Program Round 5 funding for the 12th & Imperial Transit Center Project and Installation of a Mural as part of the Environmental Health Coalition, in partnership with the San Diego Foundation, Transformative Climate Communities application titled "Rooted in Comunidad, Cultivating Equity"

WHEREAS, the San Diego Metropolitan Transit System (MTS) is an eligible project partner and may receive state funding from the San Diego Foundation now or sometime in the future for transit projects; and

WHEREAS, the San Diego Foundation ("Applicant"), applied to the Department in response to the NOFO (the "Application") and was determined to be an eligible Applicant; and

WHEREAS, the Department made an award of Program funds (the "Program Award") to project sponsor; and

WHEREAS, MTS was included as a non-applicant partner to the Sponsor Application and through Program Award, MTS will receive $1,807,400 to support the 12th & Imperial Transit Center Project and Installation of a Mural;

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 wishes to delegate authorization to execute these documents and any amendments thereto to the Chief Executive Officer (CEO) and/or the General Counsel; and

BE IT FURTHER RESOLVED, MTS wishes to allocate $1,807,400 from Strategic Growth Council – Transformative Climate Communities Program Round 5 Grant Award funds for the 12th & Imperial Transit Center Project and Installation of a Mural; 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 September 17, 2026, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

PASSED AND ADOPTED, by the Board of Directors this 17th day of September 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

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

America Plaza Pedestrian Enhancements Project – Work Order Amendment

RECOMMENDATION:

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

1) Ratify Work Order Amendment No. WOA2497-CM04.02, under MTS Doc No. G2497.0-21 (Attachment A), with Jacobs Project Management Co. (Jacobs), in the amount of $148,868.00 for additional funding and revisions to Jacobs' personnel and classifications for construction management services; and

2) Authorize the Chief Executive Officers (CEO) to execute Work Order Amendment No. WOA2497-CM04.03, under MTS Doc No. G2497.0-21 (in substantially the same format as Attachment B), with Jacobs, in the amount of $49,470.72 for additional funding to provide construction management services.

Budget Impact

The total cost of these Amendments is estimated to be $198,338.72, and the total contract cost of the services is estimated to be $774,370.01 (inclusive of the total costs for Amendment 2 and 3). This project is funded by the California State Transportation Agency - Transit and Intercity Rail Capital Program (TIRCP) and the MTS Capital Improvement Program (CIP) 2009108001 – America Plaza Pedestrian Enhancements – Design

DISCUSSION:

As part of its grant application to the State of California for the Transit and Intercity Rail Capital Program (TIRCP), MTS identified a need to improve pedestrian connections between America Plaza and Santa Fe Depot. As a gateway to San Diego for travelers arriving downtown by passenger rail, or by bus from the airport, the America Plaza/Santa Fe Depot station area is a critical transportation center for the region. The existing public walkways and wayfinding do not adequately accommodate pedestrian demand today. The improvements for this project are focused on Kettner Boulevard, within City of San Diego right-of-way. Pedestrian travel through this busy connection point, which has grown due to the Mid-Coast Trolley extension opening in 2021, is further increasing the need for the project. The State of California awarded MTS just over $3.75 million for the project in a 2018 TIRCP Grant.

On September 15, 2022 (Agenda Item (AI) 18), the MTS Board authorized a work order with Jacobs to perform construction management services for the America Plaza Pedestrian Enhancements project. The work order period of performance follows the project construction schedule. Due to extended dialogue with the City addressing design comments and lead time to obtain the construction permit, the project start date was delayed. The project was scheduled for completion within 270 calendar days, with construction commencing on June 18, 2025, and an anticipated completion date of March 15, 2026. However, during construction, the project encountered numerous unforeseen conditions that impacted the schedule, including additional requirements imposed by the City of San Diego, which required additional coordination and review time, as well as contractor-related delays that further impacted the project schedule. As a result, the project completion date was first extended to the end of July 2026. The project is currently anticipated to be completed by the end of September 2026. Accordingly, Jacobs requires additional construction management support through the revised completion date.

On September 22, 2025, under Board Policy 41, the CEO approved Work Order Amendment No. WOA2497-CM04.01 with Jacobs to add job classifications needed to perform the services.

On March 26, 2026, under Board Policy 41, the CEO approved Work Order Amendment No. WOA2497-CM04.02 with Jacobs for additional funding and revisions to Jacobs' personnel and classifications for the services.

Today's proposed action would authorize Work Order Amendment No. WOA2497-CM04.03 with Jacobs for additional funds for the continued provision of construction management services for the America Plaza Pedestrian Enhancement Project.

Based on the level of effort and labor classifications, the pricing was determined to be fair and reasonable. For this amendment, Jacobs will not be using subconsultants.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2497-CM04	Original Work Order	$575,591.29	09/15/2022 (AI 18)
WOA2497-CM04.01	Amendment No. 1 – Add classifications needed to perform the services.	$0.00	Approved by the CEO 9/22/25
WOA2497-CM04.02	Amendment 2 – Additional funds	$148,868.00	Approved by the CEO 3/26/26
WOA2497-CM04.03	Amendment 2 – Additional Funds	$49,910.72	Today's proposed action
	Total	**$774,370.01**	

Therefore, staff recommends that the MTS Board of Directors:

1) Ratify Work Order Amendment No. WOA2497-CM04.02, under MTS Doc No. G2497.0-21 (Attachment A), with Jacobs, in the amount of $148,868.00 for additional funding and revisions to Jacobs' personnel and classifications for construction management services; and

2) Authorize the CEO to execute Work Order Amendment No. WOA2497-CM04.03, under MTS Doc No. G2497.0-21 (in substantially the same format as Attachment B), with Jacobs, in the amount of $49,470.72 for additional funding to provide construction management services.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Order Amendment, MTS Doc No. G2497.0-21, WOA2497-CM04.02
B. Draft Work Order Amendment, MTS Doc No. G2497.0-21, WOA2497-CM04.03

Metropolitan Transit System

March 17, 2026

MTS Doc. No. G2497.0-21
Work Order No. WOA2497-CM04.02

Michael Albanese
Vice President
Jacobs Project Management Co.
401 B St., Ste. 1560
San Diego, CA 92101

Dear Mr. Albanese:

Subject: AMENDMENT NO. 2 TO WORK ORDER WOA2497-CM04 TO MTS DOC. NO. G2497.0-21, FOR CONSTRUCTION MANAGEMENT (CM) SERVICES FOR AMERICAN PLAZA PEDESTRIAN PLAN

This letter shall serve as Amendment No. 2 to our agreement for Work Order WOA2497-CM04 to MTS Doc. No. G2497.0-21, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services, as a result of this Amendment. This Amendment adds the Senior Civil Inspector classification, removes Steve Gilbert as Engineer Supervisor and replaces them with Dave Zanoni, Senior Engineer and adds hours to the Negotiated Fee Proposal for Senior Engineer, Senior Civil Inspector and Senior Scheduler (Attachment A). The hourly rate for the Senior Civil Inspector shall be $191.08.

SCHEDULE

There shall be no change the Schedule, as a result of this Amendment. The Schedule shall follow the contract for American Plaza Construction.

PAYMENT

As a result of this Amendment, additional funds in the amount of $148,868.00 shall be added to the agreement. Payment shall be based on actual costs in the amount not-to-exceed $724,459.29 without prior written authorization of MTS

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

Sincerely,

Sharon Cooney

Sharon Cooney
Chief Executive Officer

Accepted:

Michael Albanese – Vice President
Jacobs Project Management Co.

Date: April 3, 2026

Attachments: A. Negotiated Fee Proposal

ATTACHMENT A
NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

MTS Doc. No.	G2497.0-21
Work Order No.	WOA2497-CM04.02
Attachment:	B
Change Order:	2

Work Order Title: CM Services for America Plaza - Amendment No. 2

Project No: W9Y36003

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Labor Hrs	Total Costs
1	0100	ADMINISTRATION	1,585	$ 313,540.21
2	0255	INSPECTION	2,323	410,919.08
		Totals =	**3,908**	**$ 724,459.29**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1.1	ADMIN	Preconstruction Services	116	$ 20,904.92
1.2	ADMIN	Construction Phase	1,196	$ 239,799.64
1.3	ADMIN	Closeout Phase	168	$ 31,397.76
1.4	ADMIN	INVOICING / SCHEDULING / PROGRESS REPORTING / ADMIN	89	$ 18,112.85
2.1	ENGINEERING	Civil Inspection	1,984	$ 344,370.09
2.2	ENGINEERING	Storm Water Inspection	88	$ 15,234.00
2.4	ENGINEERING	INSPECTION	99	$ 20,370.35
2.5	ENGINEERING	INVOICING / SCHEDULING / PROGRESS REPORTING / ADMIN	16	$ 3,325.04
2.6	ENGINEERING	MATERIAL TESTING	152	$ 30,944.64
		Totals =	**3,908**	**$ 724,459.29**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Jacobs	3,552	$ 651,706.41
X		X		Destination Enterprises	188	$38,483.20
X		X		S2 Engineering	168	$34,269.68
				Totals =	**3,908**	**$ 724,459.29**

Work Order Estimate
Summary

Consultant/Subconsultant: **JACOBS PROJECT MANAGEMENT CO.**

Total Hours = **1,676.00**

Total Costs = **$287,588.41**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Michael Albanese	Steve Gilbert	Jean Shin	Tom Lamere Straight Time	Tom Lamere Overtime	Scott Marquardt			Total Hours	Totals
				Contract Manager	Engineer Supervising	Engineer II	Senior Civil Inspector (PW)	Senior Civil Inspector (PW)	Storm Water Inspector				
				$ 309.85	$ 206.57	$ 144.60	$ 155.10	$ 232.65	$ 171.43				
1	ADMIN	PM & COORDINATION											
1.1	0100	Preconstruction Services		4	56	56						116	$ 20,904.92
1.2	0100	Construction Phase		24	240	240						504	$91,717.20
1.3	0100	Closeout Phase											$ -
1.4													
													$ -
		Subtotals (Hours) =	620	28	296	296						620	
		Subtotals (Costs) =		$ 8,675.80	$ 61,144.72	$ 42,801.60	$ -	$ -	$ -	$ -	$ -		$ 112,622.12
2	ENGINEERING	INSPECTION											
2.1	0255	Civil Inspection	$ 7,784.61				968	32				1,000	$165,366.21
2.2	0255	Storm Water Inspection							56			56	$9,600.08
2.3													
		Subtotals (Hours) =	1056				968	32	56			1,056	
		Subtotals (Costs) =	$7,784.61	$ -	$ -	$ -	$ 150,136.80	$ 7,444.80	$ 9,600.08	$ -	$ -		$174,966.29
		Totals (Summary) =										1,676	$ 287,588.41
		Total (Hours) =	1676	28	296	296	968	32	56				
		Total (Costs) =	$ 7,784.61	$ 8,675.80	$ 61,144.72	$ 42,801.60	$ 150,136.80	$ 7,444.80	$ 9,600.08	$ -	$ -		
		Percentage of Total (Hours) =	0.58%	2%	18%	18%	58%	2%	3%				100%
		Percentage of Total (Costs) =	2.71%	3%	21%	15%	52%	3%	3%				100%

Work Order Estimate
Summary

Consultant/Subconsultant: **JACOBS PROJECT MANAGEMENT CO.**

WOA2497-CM04.02

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

Total Hours = **1,876.00**

Total Costs = **$364,118.00**

CM Services for America Plaza - Amendment No. 1

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Michael Albanese	Steve Gilbert	Jean Shin	Tom Lamere Straight Time	Tom Lamere Overtime	Scott Marquardt	Bijan Yaghoubzadeh	Rob Hehman Straight Time	Dave Zanoni		Total Hours	Totals
				Contract Manager	Engineer Supervising	Engineer II	Senior Civil Inspector (PW)	Senior Civil Inspector (PW)	Storm Water Inspector	Scheduler, Senior	Senior Civil Inspector (PW)	Senior Engineer			
				$ 318.22	$ 212.15	$ 148.50	$ 159.28	$ 238.92	$ 176.06	$ 230.34	$ 191.08	$ 230.34			
1	ADMIN	PM & COORDINATION													
1.1	0100	Preconstruction Services													$ -
1.2	0100	Construction Phase		12	140	120				100		320		692	$ 148,082.44
1.3	0100	Closeout Phase		8	80	80								168	$ 31,397.76
1.4															$ -
		Subtotals (Hours) =	**860**	**20**	**220**	**200**				**100**		**320**		**860**	
		Subtotals (Costs) =	**$ -**	**$ 6,364.40**	**$ 46,673.00**	**$ 29,700.00**	**$ -**	**$ -**	**$ -**	**$ 23,034.00**	**$ -**	**$73,708.80**	**$ -**		**$ 179,480.20**
2	ENGINEERING	INSPECTION													
2.1	0255	Civil Inspection	$ 10,185.00				640	24			320			984	$ 179,003.88
2.2	0255	Storm Water Inspection	$ -						32					32	$ 5,633.92
2.3															$ -
		Subtotals (Hours) =	**1016**				**640**	**24**	**32**		**320**			**1,016**	
		Subtotals (Costs) =	**$ 10,185.00**	**$ -**	**$ -**	**$ -**	**$ 101,939.20**	**$ 5,734.08**	**$ 5,633.92**	**$ -**	**$ 61,145.60**	**$ -**	**$ -**		**$ 184,637.80**
		Totals (Summary) =											**Totals =**	**1,876**	**$ 364,118.00**
		Total (Hours) =	**1876**	**20**	**220**	**200**	**640**	**24**	**32**	**100**	**320**	**320**			
		Total (Costs) =	**$ 10,185.00**	**$ 6,364.40**	**$ 46,673.00**	**$ 29,700.00**	**$ 101,939.20**	**$ 5,734.08**	**$ 5,633.92**	**$ 23,034.00**	**$ 61,145.60**	**$73,708.80**	**$ -**		
		Percentage of Total (Hours) =	**0.52%**	**1%**	**12%**	**11%**	**34%**	**1%**	**2%**	**5%**	**17%**	**17%**			**99%**
		Percentage of Total (Costs) =		**2%**	**13%**	**8%**	**28%**	**2%**	**2%**	**6%**	**17%**	**20%**			**97%**

Work Order Estimate
Summary

Consultant/ Subconsultant: **JACOBS PROJECT MANAGEMENT CO.**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

CM Services for America Plaza - Am **TASKS/WBS (1-5)**

ODC Item	Description	Unit	Unit Cost	Task 2 Quantity	Task 2 Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	HOTEL	Days	$ -		$ -		$ -						
2	AIRFARE	ea	$ -		$ -		$ -						
3	RENTAL CAR	ea	$ -		$ -		$ -						
4	MEALS/INCIDENTALS	ea	$ -		$ -		$ -						
5	VEHICLES	Month	$ 1,200.00	6	$ 7,200.00		$ -						
6	VEHICLES	Mile	$ 0.585	1,000	$ 585.00		$ -						
7		Rounding			$ (0.39)		$ -						
8					$ -		$ -						
9					$ -		$ -						
10					$ -		$ -						
				Subtotal =	**$ 7,784.61**	Subtotal =	**$ -**	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6 Quantity	Task 6 Total	Task 7 Quantity	Task 7 Total	Task 8 Quantity	Task 8 Total	Task 9 Quantity	Task 9 Total	Task 10 Quantity	Task 10 Total	Totals Quantity	Totals Total
2.1	Track Inspection											**6**	**$ 7,784.61**
2.2	Special Track Inspection												**$ -**
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		**Totals =**	**$ 7,784.61**

Consultant/ Subconsultant: **JACOBS PROJECT MANAGEMENT CO.**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

CM Services for America Plaza - Am**TASKS/WBS (1-5)**

ODC Item	Description	Unit	Unit Cost	Task 2 Quantity	Task 2 Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	HOTEL	Days	$ -		$ -	0	$ -	0	$0.00	0	$0.00		$0.00
2	AIRFARE	ea	$ -		$ -	0	$ -		$0.00		$0.00		$0.00
3	RENTAL CAR	ea	$ -		$ -	0	$ -		$0.00		$0.00		$0.00
4	MEALS/INCIDENTALS	ea	$ -		$ -	0	$ -		$0.00		$0.00		$0.00
5	VEHICLES	Month	$ 1,200.00	4	$ 4,800.00	0	$ -	0	$0.00		$0.00		$0.00
6	VEHICLES	Mile	$ 0.585	1,000	$ 585.00		$ -	0	$0.00		$0.00		$0.00
7	VEHICLES	Month	$ 1,200.00	4	$ 4,800.00		$ -		$0.00		$0.00		$0.00
8					$ -		$ -		$0.00		$0.00		$0.00
9					$ -		$ -		$0.00		$0.00		$0.00
10					$ -		$ -		$0.00		$0.00		$0.00
				Subtotal =	**$ 10,185.00**	Subtotal =	**$ -**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**

TASKS/WBS (6-10)

ODC Item	Description	Task 6 Quantity	Task 6 Total	Task 7 Quantity	Task 7 Total	Task 8 Quantity	Task 8 Total	Task 9 Quantity	Task 9 Total	Task 10 Quantity	Task 10 Total	Totals Quantity	Totals Total
2.1	Track Inspection		$0.00		$0.00		$0.00		$0.00		$0.00	**4**	**$ 10,185.00**
2.2	Special Track Inspection		$0.00		$0.00		$0.00		$0.00		$0.00	**0**	**$ -**
		Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	**Totals =**	**$ 14,985.00**

Work Order Estimate
Summary

Consultant/Subconsultant: **Destination Enterprises**

Total Hours = **78**

Total Costs = **$15,770.46**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

CM Services for America Plaza - Amendment No. 1

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Marcy Szarama	Mark Crowley	George Flowers						Total Hours	Totals
				Task Manager	PW-Inspector Straight Time	PW-Inspector Straight Time							
				$ 200.01	$ 200.29	$ 205.68							
1	**Admin**	**Work Order Management**											
1.1	0100	INVOICING / SCHEDULING / PROGRESS REPORTING / ADMIN		11	32	8						51	$ 10,254.83
		Subtotals (Hours) =	**51**	11	32	8						51	
		Subtotals (Costs) =		**$ 2,200.11**	**$6,409.28**	**$1,645.44**							**$ 10,254.83**
2	**Engineering**	**Field Survey**											
2.4	0255	INSPECTION	$ -		7	20						27	$ 5,515.63
2.5			$ -										$ -
		Subtotals (Hours) =	**27**		**7**	**20**						**27**	
		Subtotals (Costs) =	**$ -**	**$ -**	**$ 1,402.03**	**$ 4,113.60**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 5,515.63**
		Totals (Summary) =										**78**	**$ 15,770.46**
		Total (Hours) =	**78**	**11**	**39**	**28**						**78**	
		Total (Costs) =	**$ -**	**$ 2,200.11**	**$ 7,811.31**	**$ 5,759.04**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
		Percentage of Total (Hours) =	**0.49%**	**14%**	**50%**	**36%**							**86%**
		Percentage of Total (Costs) =		**14%**	**50%**	**37%**							**100%**

Consultant/Subconsultant: **Destination Enterprises**

Total Hours = **110**

Total Costs = **$22,712.74**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

CM Services for America Plaza - Amendment No. 1

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Marcy Szarama	Mark Crowley	George Flowers						Total Hours	Totals
				Task Manager	PW-Inspector Straight Time	PW-Inspector Straight Time							
				$ 205.41	$ 205.70	$ 211.24							
1	**Admin**	**Work Order Management**											
1.1	0100	INVOICING / SCHEDULING / PROGRESS REPORTING / ADMIN		10	20	8						38	$ 7,858.02
		Subtotals (Hours) =		10	20	8	0	0	0	0	0	38	
		Subtotals (Costs) =	**$0.00**	**$ 2,054.10**	**$4,114.00**	**$1,689.92**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$ 7,858.02**
2	**Engineering**	**Field Survey**											
2.4	0255	INSPECTION	$ -		64	8						72	$ 14,854.72
2.5			$ -									0	$ -
		Subtotals (Hours) =		**0**	**64**	**8**	**0**	**0**	**0**	**0**	**0**	**72**	
		Subtotals (Costs) =	**$ -**	**$ -**	**$ 13,164.80**	**$ 1,689.92**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 14,854.72**
		Totals (Summary) =										**110**	**$ 22,712.74**
		Total (Hours) =	**0**	**10**	**84**	**16**	**0**	**0**	**0**	**0**	**0**	**110**	
		Total (Costs) =	**$ -**	**$ 2,054.10**	**$ 17,278.80**	**$ 3,379.84**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
		Percentage of Total (Hours) =	**0.00%**	**9%**	**76%**	**15%**	**0%**	**0%**	**0%**	**0%**	**0%**		**91%**
		Percentage of Total (Costs) =	**0.00%**	**9%**	**76%**	**15%**	**0%**	**0%**	**0%**	**0%**	**0%**		**100%**

Consultant/Subconsultant: **S2 Engineering**

Total Hours = **88**

Total Costs = **$20,768.40**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

CM Services for America Plaza - Amendment No. 1

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Subramony Krishnamoorthy	Ikechi Okoro	Ikechi Okoro	Ikechi Okoro							Total Hours	Totals
				Engineer, Supervising	PW-Material Tester Straight Time	PW-Material Tester Overtime Time	PW-Material Tester Double Time								
				$ 205.05	$ 161.60	$ 234.82	$ 308.05								
1	**Admin**	**Work Order Management**													
1.1	0100	INVOICING / SCHEDULING / PROGRESS REPORTING / ADMIN		8										8	$ 1,640.40
		Subtotals (Hours) =		8										8	$ 1,640.40
		Subtotals (Costs) =		$ 1,640.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**8**	**$ 1,640.40**
2	**Engineering**	**Field Survey**													
2.6	0255	MATERIAL TESTING	$ 6,200.00		80									80	$ 19,128.00
															$ -
		Subtotals (Hours) =			**80**									**80**	**$ 19,128.00**
		Subtotals (Costs) =	**$ 6,200.00**	**$ -**	**$ 12,928.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**80**	**$ 19,128.00**
		Totals (Summary) =												**88**	**$ 20,768.40**
		Total (Hours) =		**8**	**80**									**88**	
		Total (Costs) =	**$ 6,200.00**	**$ 1,640.40**	**$ 12,928.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 20,768.40**
		Percentage of Total (Hours) =		**9%**	**91%**										**91%**
		Percentage of Total (Costs) =		**8%**	**62%**										**70%**

Consultant/Subconsultant: **S2 Engineering**

Total Hours = **80**

Total Costs = **$13,501.28**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

CM Services for America Plaza - Amendment No. 1

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Subramony Krishnamoorthy	Ikechi Okoro	Ikechi Okoro	Ikechi Okoro							Total Hours	Totals
				Engineer, Supervising	PW-Material Tester Straight Time	PW-Material Tester Overtime Time	PW-Material Tester Double Time								
				$ 210.58	$ 164.12	$ 238.61	$ 313.10								
1	**Admin**	**Work Order Management**													
1.1	0100	INVOICING / SCHEDULING / PROGRESS REPORTING / ADMIN		8										8	$ 1,684.64
		Subtotals (Hours) =		8	0	0	0	0	0	0	0	0	0	8	$ 1,684.64
		Subtotals (Costs) =	**$0.00**	**$ 1,684.64**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**8**	**$ 1,684.64**
2	**Engineering**	**Field Survey**													
2.6	0255	MATERIAL TESTING	$ -		72	0	0							72	$ 11,816.64
														0	$ -
		Subtotals (Hours) =		**0**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**72**	**$ 11,816.64**
		Subtotals (Costs) =	**$ -**	**$ -**	**$ 11,816.64**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**72**	**$ 11,816.64**
		Totals (Summary) =												**80**	**$ 13,501.28**
		Total (Hours) =	**0**	**8**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	
		Total (Costs) =	**$ -**	**$ 1,684.64**	**$ 11,816.64**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 13,501.28**
		Percentage of Total (Hours) =	**0.00%**	**10%**	**90%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0**		**90%**
		Percentage of Total (Costs) =	**0.00%**	**12%**	**88%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0**		**100%**

Work Order Estimate
Summary

Consultant/ Subconsultant: **S2 Engineering**

Work Order Title: **CM Services for America Plaza - Amendment No. 2**

CM Services for America Plaza - Am **TASKS/WBS (1-5)**

ODC Item	Description	Unit	Unit Cost	Task 1 Quantity	Task 1 Total	Task 2 Quantity	Task 2 Total	Task 3 Quantity	Task 3 Total	Task 4 Quantity	Task 4 Total	Task 5 Quantity	Task 5 Total
1	VEHICLES	LS	$ 1,200.00	1	$ 1,200.00								
2	Lab-Lump Sum	LS	$ 5,000.000	1	$ 5,000.00								
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =	**$ 6,200.00**	Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6 Quantity	Task 6 Total	Task 7 Quantity	Task 7 Total	Task 8 Quantity	Task 8 Total	Task 9 Quantity	Task 9 Total	Task 10 Quantity	Task 10 Total	Totals Quantity	Totals Total
1	MATERIAL TESTING											**1.0**	**$ 1,200.00**
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		**Totals =**	**$ 6,200.00**

Metropolitan Transit System

September 17, 2026

MTS Doc. No. G2497.0-21
Work Order No. WOA2497-CM04.03

Michael Albanese
Vice President
Jacobs Project Management Co.
401 B St., Ste. 1560
San Diego, CA 92101

Dear Mr. Albanese:

Subject: AMENDMENT NO. 3 TO WORK ORDER WOA2497-CM04 TO MTS DOC. NO. G2497.0-21, FOR CONSTRUCTION MANAGEMENT (CM) SERVICES FOR AMERICAN PLAZA PEDESTRIAN PLAN

This letter shall serve as Amendment No. 3 to our agreement for Work Order WOA2497-CM04 to MTS Doc. No. G2497.0-21, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services, as a result of this Amendment. This Amendment adds funds for the continued provision of construction management services.

SCHEDULE

There shall be no change the Schedule, as a result of this Amendment. The Schedule shall follow the contract for American Plaza Construction. The anticipated completion date of the services is September 30, 2026.

PAYMENT

As a result of this Amendment, the Payment shall be increased by $49,910.72 (Attachment A). The revised Payment shall be based on actual costs in the amount of $774,370.01. Payment shall not be exceeded without prior written authorization of MTS. Below is a summary amendments and subsequent revisions (if, any) to the Payment:

Work Order No.	Amount
WOA2497-CM04	$575,591.29
WOA2497-CM04.01	$0.00
WOA2497-CM04.02	$148,868.00
WOA2497-CM04.03	$49,910.72
	$774,370.01

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:

_____

Michael Albanese – Vice President
Jacobs Project Management Co.

Date:

Attachments: A. Negotiated Fee Proposal

DRAFT

ATTACHMENT A
NEGOTIATED FEE PROPOSAL

DRAFT

Work Order Estimate Summary

MTS Doc. No.	G2497.0-21
Work Order No.	WOA2497-CM04.03
Attachment:	B

Work Order Title: CM Services for America Plaza

Project No:	W9Y36003

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Labor Hrs	Total Costs
1	0100	ADMINISTRATION	208	$ 47,910.72
2	0255	INSPECTION		1,560.00
			Totals = 208	$ 49,470.72

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1.2	ADMIN	Construction Phase	208	$ 47,910.72
2.1	ENGINEERING	Civil Inspection		$ 1,560.00
			Totals = 208	$ 49,470.72

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Jacobs	208	$ 49,470.72
					Totals = 208	$ 49,470.72

DRAFT

Work Order Estimate
Summary

Total Hours =	208.00	Consultant/Subconsultant:	JACOBS PROJECT MANAGEMENT CO.
Total Costs =	$49,470.72	Work Order Title:	CM Services for America Plaza

MTS Doc. No.:	G2497.0-21
Work Order No.:	WOA2497-CM04.03
Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Dave Zanoni Senior Engineer $ 230.34	Rob Hehman Straight Time Senior Civil Inspector (PW) $ 191.08	Bijan Yaghoubzadeh Senior Scheduler $ 230.34						Total Hours	Totals
1	ADMIN	PM & COORDINATION											
1.1	0100	Preconstruction Services											$ -
1.2	0100	Construction Phase		208								208	$47,910.72
1.3	0100	Closeout Phase											$ -
1.4													
													$ -
													$ -
		Subtotals (Hours) =	208	208								208	
		Subtotals (Costs) =		$ 47,910.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 47,910.72
2	ENGINEERING	INSPECTION											
2.1	0255	Civil Inspection	$ 1,560.00										$1,560.00
2.2													
2.3													
		Subtotals (Hours) =											
		Subtotals (Costs) =	$1,560.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$1,560.00
		Totals (Summary) =										208	$ 49,470.72
		Total (Hours) =	208	208									
		Total (Costs) =	$ 1,560.00	$ 47,910.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		Percentage of Total (Hours) =	0.42%	100%									100%
		Percentage of Total (Costs) =	3.15%	97%									100%

DRAFT

Work Order Estimate
Summary

Consultant/ Subconsultant: **JACOBS PROJECT MANAGEMENT CO.**

Contract No: **G2497.0-21**

Task Order No. **WOA2497-CM04.03**

Work Order Title: **CM Services for America Plaza**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 2 Quantity	Task 2 Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	HOTEL	Days	$ -		$ -		$ -						
2	AIRFARE	ea	$ -		$ -		$ -						
3	RENTAL CAR	ea	$ -		$ -		$ -						
4	MEALS/INCIDENTALS	ea	$ -		$ -		$ -						
5	VEHICLES	Month	$ 1,200.00	1.30	$ 1,560.00		$ -						
6					$ -		$ -						
7					$ -		$ -						
8					$ -		$ -						
9					$ -		$ -						
10					$ -		$ -						
				Subtotal =	**$ 1,560.00**	Subtotal =	**$ -**	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6 Quantity	Task 6 Total	Task 7 Quantity	Task 7 Total	Task 8 Quantity	Task 8 Total	Task 9 Quantity	Task 9 Total	Task 10 Quantity	Task 10 Total	Totals Quantity	Totals Total
2.1	Civil Inspection											1	$ 1,560.00
2.2													$ -
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		**Totals =**	**$ 1,560.00**

DRAFT

Metropolitan Transit System

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Assessment Repair of Light Rail Vehicle (LRV) Couplers – Sole Source Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Purchase Order 4500073989 (in substantially the same format Attachment A), with Dellner, Inc. (Dellner), for the assessment and repair of five (5) LRV Couplers, in the amount of $193,055.65.

Budget Impact

The total cost of this contract is estimated to be $193,055.65 (Attachment B). This project will be funded by the San Diego Trolley, Inc. (SDTI), LRV Maintenance Operations Budget account 350016-536100. The table below reflects the estimated costs for repairs:

Dellner Part Number	MTS Part Number	Quantity	Lead Time	Price
1007476-REP007	70200627	1	52 weeks	$68,288.89
1036377-REP033	70192518	1	52 weeks	$29,378.90*
1036377-REP033	70192518	1	30 weeks	$13,551.83
1036377-REP033	70192518	1	52 weeks	$41,975.33*
1036377-REP033	70192518	1	35 weeks	$39,860.70*
**MTS selected Option 2 on Cost Proposal. See Attachment B.*			**TOTAL**	**$193,055.65**

DISCUSSION:

Each LRV operated by MTS is equipped with automatic couplers. Automatic couplers connect the LRVs in each two or three car consist. These devices enable the instant connection of the rail vehicles without human intervention. The couplers are equipped with devices that absorb kinetic energy during daily operation of rail vehicles, during coupling, and in the event of a collision.

Today's proposed action would authorize repairs of five (5) LRV couplers that were severely damaged in various auto collisions at grade crossings throughout the system. The couplers are considered structural components of the rail car.

Due to the extent of the damage, MTS was required to remove the impacted LRV from service to undergo evaluation and repair. While MTS regularly makes minor repairs to couplers, the damage to these units far exceeds what MTS is equipped to perform in-house. MTS does not have the training, tooling or necessary engineering resources needed to disassemble and evaluate the scope of damage to these couplers. Therefore, it is proposed that the five (5) damaged couplers be repaired by Dellner, the Original Equipment Manufacturer (OEM) of LRV couplers. Due to Dellner being the OEM, drawings and specifications of couplers and their components are proprietary information. A sole source contract with Dellner is necessary for these repairs because Dellner is the only firm that can inspect, test, and evaluate repairs needed to return the trucks to safe, operating OEM standards.

MTS staff reviewed parts and drawings and has determined that reverse engineering and pursuing custom fabrication of parts is not a feasible option. First, doing so would delay repairs. Furthermore, due to the nature of these parts, any material sourced outside of the approved OEM parts would need to go through safety certification. Therefore, any components identified as needing replacement should be completed by Dellner to minimize potential safety risks.

Following MTS's standard procedure for this type of coupler damage, the damaged couplers were evaluated by Dellner, and quotes were provided to MTS on the needed repairs. (See Attachment B.) Today's proposed action would issue a sole source Purchase Order 4500073989 (Attachment A) to Dellner to inspect and evaluate this equipment and make necessary repairs to return the couplers to serviceable condition, as they are the vendor able to perform the requisite services.

To determine if this proposal is fair and reasonable, staff compared the proposed quotes from Dellner to the pricing from the last repairs the vendor performed in 2024 and 2025. Based on this review, staff deems Dellner's proposal to be fair and reasonable.

Therefore, staff recommends the MTS Board of Directors authorize the CEO to execute Purchase Order 4500073989 (in substantially the same format Attachment A), with Dellner, for the assessment and repair of five (5) LRV Couplers, in the amount of $193,055.65.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Purchase Order 4500073989
B. Cost Proposal

Metropolitan Transit System

San Diego Metropolitan Transit System (MTS)
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
Telephone:619-231-1466

PURCHASE ORDER 4500073989

A packing slip should always be attached to the shipment (if any) and it should reference the MTS Purchase Order number . All invoices must be sent to the "Bill To" address noted below.

Vendor
Dellner Inc
4016 Shutterfly Road, Ste. 100
Charlotte NC 28217

BILL-TO
San Diego Metropolitan Transit System
Attn: Accounts Payable
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
E-mail: AP@sdmts.com

Information

Purchase Order No.	4500073989
Date	03/05/2026
Vendor No.	300146
Currency	USD
E-Mail	**don.hill@sdmts.com**
Buyer	Don Hill
Buyer Phone No.	619-557-4552
Delivery Date	03/12/2027
Terms of payment	Net due in 30 days
Incoterms	FOB(Free on board) /Destination

Please send an email to the Buyer noted under the Information box above to acknowledge receipt of this order and to confirm the estimated delivery date.

Ship-To Address:
SDMTS
Building B
1341 Commercial St
San Diego CA 92113

*** Text changed ***

05/21/2026 (Don): Final Evaluations have been completed for Lines 1-4. See attached email from the Vendor on Repair Cost Options. MTS will be moving forward with Option 2.

Item is covered under attached Sole Source Memorandum.

The Following Automatic Couplers are being sent to DELLNER for Evaluation/Repair on the listed RMA's.

Line 1 s/n = 033 - RMA CA260302-TCS-01 - SD8 Coupler
Line 2 s/n = 030 - RMA CA260302-TCS-02 - SD8 Coupler
Line 3 s/n = 091 - RMA CA260302-TCS-03 - SD8 Coupler
Line 4 s/n = 112 - RMA CA260302-TCS-04 - SD8 Coupler
Line 5 s/n = 007 - RMA CA260302-TCS-05 - SD7 Coupler

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	70192518	1.00	EA	29,378.90 / EA	29,378.90
	Coupler Automatic, SD8				
	Your material number: 1036377				
	Shipping Instructions: FOB Shipr				
	We supply the following components:				
	70192518 Coupler Automatic, SD8	1.000	EA		

Contractor shall furnish the above goods and/or services in accordance with the attached PO Terms and Conditions. Prices are F.O.B. destination, unless specifically excepted in writing above.

DRAFT

San Diego Metropolitan Transit System (MTS)
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
Telephone:619-231-1466

PURCHASE ORDER 4500073989

PO number/date 4500073989 / 03/05/2026

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	Manufacture Part No.: 1036377 Manufacturer 300146 - Dellner Inc				
2	70192518 Coupler Automatic, SD8 Your material number: 1036377 Shipping Instructions: FOB Shipr We supply the following components: 70192518 Coupler Automatic, SD8 1.000 EA Manufacture Part No.: 1036377 Manufacturer 300146 - Dellner Inc	1.00	EA	13,551.83 / EA	13,551.83
3	70192518 Coupler Automatic, SD8 Your material number: 1036377 Shipping Instructions: FOB Shipr We supply the following components: 70192518 Coupler Automatic, SD8 1.000 EA Manufacture Part No.: 1036377 Manufacturer 300146 - Dellner Inc	1.00	EA	41,975.33 / EA	41,975.33
4	70192518 Coupler Automatic, SD8 Your material number: 1036377 Shipping Instructions: FOB Shipr We supply the following components: 70192518 Coupler Automatic, SD8 1.000 EA Manufacture Part No.: 1036377 Manufacturer 300146 - Dellner Inc	1.00	EA	39,860.70 / EA	39,860.70
5	70200627 Coupler, completed SD7 Your material number: 1008603 We supply the following components: 70200627 Coupler, completed SD7 1.000 EA Manufacture Part No.: 1007476 Manufacturer 300146 - Dellner Inc	1.00	EA	68,288.89 / EA	68,288.89

Text from ZPO_SUPPL_NOTE.

DRAFT

San Diego Metropolitan Transit System (MTS)
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
Telephone:619-231-1466

PURCHASE ORDER 4500073989

PO number/date 4500073989 / 03/05/2026

Total Excluding Tax	**193,055.65**
Sales Tax	**5,292.38**
Total Amount	**198,348.03**

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Text from ZPO_SUPPL_NOTE.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
PURCHASE ORDER TERMS AND CONDITIONS - GOODS

1. Definition and Acceptance of Terms: MTS shall collectively mean San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI). Contractor shall mean the person and/or company from whom the merchandise, goods, equipment (hereinafter "goods") are ordered as shown on the face hereof. This Purchase Order constitutes an offer by MTS to Contractor upon the terms and conditions stated herein and shall become a binding contract upon acceptance thereof either by acknowledgement or performance.

2. Entire Agreement: This agreement, which includes the Purchase Order, applicable terms and conditions, specifications, scope and any other included attachments, constitutes the entire agreement and understanding between MTS and Contractor. Any amendments to this agreement must be in writing and executed by both parties.

3. Pricing: The total price herein specified shall include all taxes which either party is required to pay with respect to the sale and delivery of the goods covered by this Agreement, including sales and use taxes, and shall include all charges for customs duties, freight charges and shipping unless specifically excluded. MTS is exempt from Federal Excise and Transportation Taxes. On out-of-state purchases, the Contractor must show their Use Tax Permit Number issued by the California State Board of Equalization, which authorizes them to charge and collect California sales tax. Fuel surcharges or charges for cartage, pallets, boxing or packaging shall not be allowed unless disclosed at the time the Contractor submits a response to a solicitation or a request for quote.

4. Payment: MTS will pay Contractor only upon satisfactorily delivery or receipt of goods. MTS will review each payment request as soon as practicable after receipt. If any payment request is determined to be unsuitable for payment, MTS shall notify Contractor as soon as practicable. MTS shall not pay any interest charges for late payments of invoices unless permitted by law.

5. Delivery: Timely performance and deliveries are essential to this order. Contractor must immediately advise MTS if there is any delay or shortage in shipment or of a partial shipment and date full shipment will be delivered. All goods described herein must be delivered within the time specified on this Purchase Order, or the revised delivery schedule approved by MTS in writing. Delivery shall be made between 8:00 a.m. and 4:00 p.m. local time on weekdays unless otherwise agreed to by MTS. Unless otherwise specified herein, all goods acquired under this Purchase Order are sold F.O.B. location specified by MTS. An original copy of the freight bill must be attached to the invoice. Contractor is not authorized to ship the goods under a reservation and no tender of a bill of lading shall operate as a tender of the goods. COD shipments are expressly prohibited. Shipment in greater or lesser quantity than ordered may be returned at Contractor's expense unless authorized by MTS.

6. Excusable Delays/Force Majeure: Contractor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition, which is beyond Contractor's reasonable control, without Contractor's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot, are examples of events which will be excusable for being beyond Contractor's reasonable control only upon fulfillment of the following conditions: (a) within seven (7) calendar days of the commencement of any excusable delay, Contractor shall provide MTS with written notice of the cause and extent thereof, as well as request for a schedule extension for the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, Contractor shall provide MTS with written notice of the actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

7. Inspection, Acceptance or Rejection of Goods: Inspections and acceptance or rejection of the goods will be at the delivery location unless otherwise specified. MTS will inspect the goods and either accept or reject them within 30 calendar days from the date of delivery. If any specified inspection or testing is required to determine if the goods meets the specifications, Contractor shall perform or shall have performed such inspections and tests at Contractor's sole cost prior to the delivery of such goods to MTS. Any goods received damaged or not in accordance with the instructions or specifications on the Purchase Order will be rejected and returned to Contractor at Contractor's risk and expense. MTS will notify the Contractor in writing stating the reason(s) why the goods are deemed damaged or non-conforming. Contractor will have 10 business days or an otherwise agreed upon date to deliver conforming goods. MTS will hold the damaged or non-conforming goods for a reasonable time not to exceed 30 calendar days and Contractor must remove the rejected goods at Contractor's sole cost and expense.

8. Risk of Loss: Contractor will bear all costs, loss or damage and assume all risk and liability associated with manufacture or delivery of the goods regardless of the cause thereof until MTS accepts their delivery.

9. 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.

10. Audit/Inspection of Records: The Contractor and any Subcontractor shall retain complete and readily accessible records related in whole or in part to the Purchase Order, 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 agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Purchase Order for a period of at not less than three (3) years after the date of termination or expiration of thisContract, 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 U.S. Secretary of Transportation, Comptroller General of the U.S., FTA, DOT Office of Inspector General, the State, MTS or any of their authorized representatives to inspect and audit records pertaining to the performance of this Purchase Order as reasonably may be required. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

11. Prompt Progress Payments and Retention: Contractor or Subcontractor shall pay any Subcontractor no later than seven (7) business days from the receipt of each progress payment from MTS. No retainage will be held by MTS from progress payments due to the Contractor. Any retainage kept by a Subcontractor must be paid in full to the Subcontractor in seven (7) business days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of a progress payment or retainage to the Subcontractor over 30 calendar days may take place only for good cause and with MTS#s prior written approval. Failure to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, a penalty of two percent (2%) of the invoice amount due for every invoice that full payment is not made. 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 or nonpayment by the Contractor, deficient Subcontractor performance or 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.

12. Changes: MTS may at any time by written order make changes within the general scope of this Purchase Order in any of the following ways: 1) drawings, designs or specifications; 2) method of shipping or packing; 3) place of delivery; or 4) delivery schedule. Should any such change increase or decrease the cost or time required for performance of this Purchase Order, proper adjustments shall be made in price and/or delivery schedule as the case may be. The Contractor must assert its right to an adjustment under this clause within 30 calendar days from the date of receipt of the written order. If the Contractor requests a change to the Purchase Order, the change must be authorized by MTS in writing and the Contractor must provide notice to MTS prior to the time Contractor shall have delivered the goods if based on an act or failure to act by MTS or in all other cases within 15 calendar days after the happening of the event, thing, occurrence or other cause giving rise to the potential change.

13. Termination for Convenience: Performance under this agreement may be terminated by MTS in accordance with this clause in whole or, from time-to-time, in part, whenever MTS shall elect. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance under this agreement is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (1) immediately discontinue performance on the date and to the extent specified in the notice; (2) place no further orders for materials other than as may be necessarily required for completion of such portion of the agreement that is not terminated; (3) promptly make every reasonable effort to either obtain cancellation o n terms satisfactory to MTS of all orders to Contractor's suppliers to the extent they relate to the performance of that portion terminated, or upon MTS concurrence assign to MTS those orders; and (4) assist MTS, upon request, in the maintenance, protection and disposit ion of property acquired by MTS under this agreement. If claimed in writing within 30 calendar days after Notice of Termination, MTS will pay to Contractor an equitable adjustment to include (without duplication of any item): (1) all amounts due and not previously paid to Contractor for goods completed in accordance with this agreement prior to such notice; (2) a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of Contractor with respect to any goods which are Contractor's standard stock; (3) costs of settling and paying supplier's claim arising out of the canceled orders; and (4) a reasonable profit for costs incurred in the performance of that portion terminated; provided, however, that if it appears that Contractor would have sustained a loss on the entire agreement had it been completed, no profit shall be included. The total sum to be paid to Contractor under this clause, shall not exceed the total order price as reduced by the amount of payments otherwise made, and as further reduced by the order price of that portion not terminated, and will not include any consideration for loss of anticipated profits on the terminated portion all claims for which seller agrees to waive.

14. Termination for Default: In case of Contractor breach or failure to perform, MTS reserves the right to terminate the Purchase Order for default. MTS may award the contract to the next lowest responsive, responsible bidder, solicit new bids or pursue any other remedy authorized by law. In addition to any remedy authorized by law, money due to the Contractor under and by virtue of purchase order, as shall be considered necessary by MTS, may be retained by MTS until disposition has been made of such suits or claims for damages. The retention of money due to the Contractor shall be subject to the following: 1) MTS will give the Contractor 10 business days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance by MTS of the purchase order. Retention of funds from any payment made after acceptance may be made without such prior notice to the Contractor; 2) No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments; and 3) If MTS has retained funds, and it is subsequently determined that MTS is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, MTS shall be liable for interest earned on the amount retained for the period of such retention. MTS may terminate the purchase order by serving a notice of termination on the Contractor. Notice shall set forth the manner in which the Contractor is in default and provide the Contractor with 10 business days' time to cure the default to the satisfaction of MTS. This cure period may be adjusted if the parties so agree in writing. If MTS determines after the cure period that the default is not cured, MTS will issue a "show cause" letter to the Contractor requesting from the Contractor reasons why this purchase order should not be terminated. If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the purchase order shall be deemed terminated. The Contractor shall only be paid the Purchase Order price for goods received and accepted in accordance with the manner set forth in the purchase order. If MTS determines that the Contractor had an excusable reason for not performing such as a strike, fire, flood or other events which are not the fault of or beyond the control of the Contractor, MTS may allow the Contractor to continue work or terminate the purchase order for convenience.

15. Insurance: Contractor will include the Purchase Order/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 policy holder's alphabetic and financial-size category rating of not lessthan 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's choosing.
A. COVERAGE REQUIRED - ALL CONTRACTS: (1) Liability: (a) 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. (b) Automobile Liability: At all times during this contract, Contractor agrees to maintain Automobile LiabilityInsurance for bodily injury and property damage including coverage for all owned, nonowned, and hired vehicles. (c)Workers' Compensation/ Employer Liability: At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance incompliance 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 MAY BE REQUESTED BY MTS BASED ON PROJECT PURCHASE REQUIREMENTS.

16. Indemnification: As between MTS and Contractor, Contractor is deemed to assume responsibility and liability for, and Contractor shall defend, indemnify and hold harmless, MTS, SD&AE, SD&IV and any

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and all of its directors, officers, agents or employees from and against any and all claims, loss, damage, charge, or expense, whether direct or indirect, which MTS, SD&AE, SD&IV or such directors, officers, agents or employees may be put or subjected, by reason of any damage, loss, or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any neglect, omission, or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees or Subcontractors in its or their performance under this Agreement. In addition to any other remedy authorized by law, so much of the money due Contractor under this Agreement as shall be considered necessary by MTS may be retained until disposition has been made of any claim for damages.

17. Warranties: By accepting this offer, Contractor warrants that: 1) all goods delivered under this Purchase Order will be "merchantable" as defined in Section 2-314 of the Uniform Commercial Code and free from defects in materials and workmanship (including damage due to unsatisfactory packaging by Contractor); 2) the goods will be manufactured and delivered strictly in accordance with MTS's specifications, drawings, and approved sample, if any; and 3) the goods will be free from defects in design. Contractor agrees that the goods furnished under this Purchase Order will be covered by the most favorable commercial warranties the Contractor gives to any customer for the same goods. Contractor also warrants and agrees that title to all goods furnished under this Purchase Order and accepted by MTS will pass to MTS free and clear of all liens, claims, security interests or encumbrances. MTS's rights and remedies as set out herein are in addition to and not limited by any rights MTS may have under any other term of this Purchase Order or provision of law.

18. Governing Law: Contractors quote, the resulting Purchase Order and the work performed under it shall be governed by these Terms and Conditions and the laws of the State of California. Contractor warrants that in the performance of this agreement it shall comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations thereunder. Any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the courts located in San Diego County, California.

19. Disputes Claims and Resolution: MTS and the Contractor agree that every effort shall be made to resolve any dispute arising under this Agreement informally through their designated representatives. If the informal efforts are unsuccessful, then either party may request mediation by submitting a written request signed by an officer with the authority to bind the Contractor or MTS. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within 15 business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be borne by the requesting party. Any dispute not resolved through the mediation may proceed to litigation in a court of competent jurisdiction in the County of San Diego, State of California, unless the parties agree in writing to submit the dispute to binding arbitration. Should the Contractor suffer any injury or damage to person or property because of any alleged act or omission of MTS, or if any of Contractor's employees, agents, or others for whose acts the Contractor is legally liable suffers any injury or damages to person or property because of any alleged act or omission of MTS, a written claim for damages shall be filed with the MTS Office of General Counsel in accordance with the provisions of Cal. Gov. Code, 900 et seq. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by MTS or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed to in writing. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party.

20. Survival: Notwithstanding MTS's acceptance of the services and payment thereof, Contractor shall remain obligated under all clauses of this Purchase Order which expressly, or by their nature, extend beyond and survive such acceptance and payment.

21. Severability: If any term, provision, or condition of this Purchase
Order is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, or condition of this Purchase Order shall be valid and enforceable to the fullest extent permitted by law.

22. Independent Contractor: In the performance of any delivery of goods to be provided hereunder, Contractor's relationship to MTS shall be that of an independent Contractor and not an employee, agent or other representative of MTS.

23. Assignments: Any attempt by Contractor to assign, subcontract, or transfer all or part of this Agreement shall be void and unenforceable without MTS' prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this Agreement. In the event of an authorized assignment by MTS or applicable law, all terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

24. No provisions of the Purchase Order shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Purchase Order or of any one or more of the terms and conditions of the Purchase Order or otherwise give rise to any cause of action in any person not a party to the Purchase Order, except as expressly provided elsewhere in the Purchase Order.

25. Contractor agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portionof 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 this Agreement shall create any contractual relationship between any subcontractor and MTS. MTS reserves the right to approve all subcontractors. MTS's approval of any subcontractor under this Agreement shall not in any way relieve Contractor of its obligations under this Agreement.

26. Equal Employment Opportunity Program: A. MTS's Equal Employment Opportunity Program. MTS is an Equal Opportunity Employer. As such, MTS agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, MTS agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. MTS# Equal Employment Opportunity Program for Contractors, MTS Policy No. 25, is part of this Agreement (a copy can be obtained from MTS' Clerk of the Board). B.Contractor's Equal Employment Opportunity Plan. Each Contractor who provides MTS labor, equipment, materials and services of $50,000 or more per year with fifty (50) or more employees shall have, maintain, and submit an Equal Employment Opportunity Plan to the Director of Human Resources and Labor Relations for MTS each year of the contract, and a Workforce Utilization Report on or before January 1 and July 1 for each year of the contract. The objective of this plan is to assure that the Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, sexual orientation, gender identity, religion, disability, age or status as a parent. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. C. Regulations. Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; Comply with federal transit law, specifically 49 U.S.C. § 5332; FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,"; and Follow any other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination.

FEDERAL CLAUSES - The following clauses apply only for Purchase Orders over $3,500 that are assisted with Federal Funds unless otherwise stated.

27. Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTS requests which would cause MTS to be in violation of the FTA terms and conditions.

28. Federal Changes: The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between MTS and FTA, as they may be amended or promulgated from time to time during the term of this purchase order. Contractor shall also ensure compliance by subcontractors at any tier of any applicable change to federal requirements.

29. No Federal Government Obligations to Third Parties: Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this purchase order. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party purchase order, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

30. Program Fraud or False or Fraudulent Statements and Related Acts: The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801, et seq. , and DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R., Part 31, apply to its actions pertaining to this purchase order. Upon execution of the underlying Purchase Order, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the underlying purchase order or the FTA assisted project for which this Purchase Order work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government under a purchase order connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C., Section 5307, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C., Section 1001 and 49 U.S.C., Section 5307(n)(1), to the extent the federal government deems appropriate. The Contractor agrees to include this provision in each subcontract financed in whole or in part with Federal assistance from the FTA.

False Claims Act (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS)
The Contractor and any Subcontractor acknowledges that the False Claims Act, 31 U.S.C. 3729 et seq., pertains to the underlying contract or the FTA assisted project for which this contract work is performed. If the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance, the Contractor must notify MTS, U.S. DOT Inspector General, and the FTA Chief Counsel or FTA Region 9 Counsel. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

Notice to FTA on Legal Matters (APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS EXCEEDING $25,000)
The Contractor and any Subcontractor shall notify MTS and the FTA Chief Counsel or FTA Region 9 Counsel if a current or prospective legal matter that may affect the Federal Government emerges. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government#s interests in an award of federal funding, or the Federal Government#s administration or enforcement of federal laws, regulations, and requirements. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. Fly America: The Contractor agrees to comply with 49 U.S.C. 40118 (the Fly America Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that

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recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

32. Cargo Preference : (Applicable to all purchase orders for goods which may be transported by ocean vessels) 46 U.S.C. 55305 and 46 C.F.R. Part 381 which imposes U.S. cargo preference requirements on the shipment of foreign made goods shall apply to this procurement. The Contractor shall utilize privately owned U.S.-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying purchase order to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels. The Contractor shall furnish within 20 working days following the date of loading for shipments originating within the U.S. or within 30 working days following the date of leading for shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, and to MTS (through the Contractor in the case of a Subcontractor's bill-of-landing.) marked with the appropriate identification. The Contractor shall include these requirements in all subcontracts issued pursuant to this purchase order when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

33. Energy Conservation: The Contractor and any Subcontractor agree to comply with mandatory energy efficiency standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq and 49 C.F.R. part 622, subpart C.

34. Recycled Products Requirements: (Applicable to all goods purchase orders involving items designated by the EPA, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000) The Contractor and any Subcontractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the State Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), #Comprehensive Procurement Guideline for Products Containing Recovered Materials,# 40 C.F.R. part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

35. Disadvantaged Business Enterprise (DBE) Participation: This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR Part 26), entitled "Participation by DBEs in DOT Financial Assistance Programs." MTS's DBE program has an aspirational goal of 6.3% participation by certified DBE's over FFY 2022-2024 (October 1, 2021 - September 30, 2024). There is no specific DBE goal for this project. In order to help MTS achieve its federally mandated overall DBE goal, MTS encourages the participation of DBEs as defined in 49 CFR 26 in the performance of purchase orders financed, in whole or in part, with federal funds. It is the policy of MTS to ensure that DBEs have an equal opportunity to receive and participate in MTS DOT-assisted purchase orders. It is also our policy to: 1) Ensure nondiscrimination in the award and administration of all MTS purchase orders and subcontracts; 2) Create a level playing field by which DBEs can compete for and perform in MTS DOT-assisted purchase orders; 3) Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in Western States Paving vs. Washington State Department of Transportation; 4) Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; 5) Help remove procurement and purchase ordering barriers, which impede DBE participation in MTS DOT-assisted purchase orders; 6) Monitor and enforce Contractors' compliance in meeting established goal objectives and program requirements; 7) Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program; 8) Ensure MTS Contractors and Subcontractors take all necessary; and reasonable steps to comply with these policy objectives. To ascertain whether it's overall DBE goal is being achieved, MTS is tracking DBE participation on all federal-aid purchase orders. MTS encourages the proposer to outreach to DBEs and other small business enterprises for any potential subcontracting opportunities on this project. Contractor is also encouraged to use services offered by financial institutions owned and controlled by DBEs. The California Unified Certification Program DBE Directory can be found at: http://californiaucp.org/. If interested in learning about bonding or financial assistance that may be available, visit www.sba.gov.

36. Civil Rights: A. Subcontract. The Contractor shall include these requirements in each subcontract entered into as part thereof. B. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, gender identity, sexual orientation, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. C. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. D. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. E. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

37. Contractor Assurance: The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this purchase order. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this purchase order which may result in the termination of this purchase order or other remedy as MTS deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph.

38. Debarment and Suspension: (Applicable to all purchase orders over $25,000) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in ay federally assisted Award. The Contractor agrees to include a provision requiring compliance to this section in its lower tier covered transactions.

39. Environmental Protections: A. General. Contractor agrees to comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance. B. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees that it will: (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139, (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ#s implementing regulations 40 C.F.R. part 1500 # 1508, (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622, (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto. (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013, (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006, and (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto. C. Environmental Justice. Contractor agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,# 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. D. Other Environmental Federal Laws. Contractor agrees that it will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management." E. Use of Certain Public Lands. Contractor agrees it will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622. F. Historic Preservation. The Contractor agrees that it will: (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places. (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108. (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq. (4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800. (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties. G. Indian Sacred Sites. The Contractor agrees that it will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

40. ADA Access: The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973 , as amended, 29 USC Section 794; 49 USC Section 5301(d)., which prohibit discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

41. Safe Operation of Motor Vehicles: A. Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or MTS. B. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

42. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products"

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means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (APPLICABLE TO ALL CONTRACTS)
In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Contract to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). This includes: for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44. Lobbying (Applicable all contracts and subcontracts over $100,000) The Contractor and their subcontracts at every tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor and their subcontracts at every tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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DELLNER SERVICE BUSINESS UNIT

Date

June 11, 2026

DELLNER, INC
4016 Shutterfly Rd.
Charlotte, NC 28217
USA

704 527 2121
www.dellner.com

Quote to Repair RMA # CA260302-TCS-05

Please note this quote number on your purchase orders

We received the following material for repair:

Dellner Part Number	Description	S/N	Quantity
1007476	Auto Coupler	007	1

Automatic coupler SN 007 sent in for evaluation and repair following an accident. The inspection showed missing left cables, electrics damaged, and a worn draft gear. We recommend replacing the vertical support damper, pivot shaft, ground cables, limit switch, cable suspension, latch head, guide horn, spherical rubber bearing, contact housing, covers, roller shackle, guide bushing, spring holder, guide pin, rubber bearing, fix rod, left and right cabling, left and right brackets, mounting plate, clamp and other miscellaneous parts and hardware.

Following is Dellner's proposal for the replacement/repair and return to San Diego in an "as new" condition:

Dellner Part Number	Description	Quantity	Lead Time	Price/each USD
1007476-REP007	Auto Coupler Repair	1	52 weeks	$68,288.89

The lead time is approximately 52 weeks after receipt of your order. Our terms are Net 30 days, FOB origin, and freight is the responsibility of San Diego. We have a one-year warranty on parts and labor. This quote is valid for 90 days.

If you have any further questions or concerns, please do not hesitate to contact me at any time.

Best regards,

Gabriel Pfeiffer
Email: gabriel.pfeiffer@dellner.com

DELLNER SERVICE BUSINESS UNIT

Date

May 19, 2026

DELLNER, INC
4016 Shutterfly Rd.
Charlotte, NC 28217
USA

704 527 2121
www.dellner.com

Quote to Repair RMA #CA260302-TCS-01

Please note this quote number on your purchase orders

We received the following material for repair:

Dellner Part Number	Description	S/N	Quantity
1036377	Auto Coupler	033	1

Automatic coupler SN 033 sent in for evaluation and repair. The uncoupling motor and electric hose were damaged along with the draft gear having visible wear and tear. We recommend replacing the motor, mounting bolt, latch head, spherical bearing, rubber bearing, support spring, support strut, bearing bracket, pivot pin, dog head, ground cable as well as other miscellaneous parts and hardware. To address the buffer assembly, two options are available: a full buffer tube replacement or a buffer weld repair to install new claws.

Following is Dellner's proposal for the replacement/repair and return to San Diego in an "as new" condition:

Dellner Part Number	Description	Quantity	Lead Time	Price/each USD
1036377-REP033	Option 1: Repair auto coupler w/ Buffer Tube Replacement	1	54 weeks	$35,865.11
1036377-REP033	Option 2: Repair auto coupler w/ Buffer Weld Repair	1	52 weeks	$29,378.90

The lead time is approximately 54 weeks after receipt of your order. Our terms are Net 30 days, FOB origin, and freight is the responsibility of San Diego. We have a one-year warranty on parts and labor. This quote is valid for 90 days.

If you have any further questions or concerns, please do not hesitate to contact me at any time.

Best regards,

Danny Puerta – Sales Support Specialist – Dellner Service
Email: danny.puerta@dellner.com

DELLNER SERVICE BUSINESS UNIT

Date

May 19, 2026

DELLNER, INC
4016 Shutterfly Rd.
Charlotte, NC 28217
USA
704 527 2121
www.dellner.com

Quote to Repair RMA #CA260302-TCS-02

Please note this quote number on your purchase orders

We received the following material for repair:

Dellner Part Number	Description	S/N	Quantity
1036377	Auto Coupler	030	1

Automatic coupler SN 030 sent in for evaluation and repair. We found an operating device and two electrical contacts missing. The support spring was found twisted and damaged, the socket joint has been disassembled, and the connection screw is missing its retaining ring. We recommend replacing the operating device, support spring, shear bolt, ground cable, mounting bolt as well as other miscellaneous parts and hardware.

Following is Dellner's proposal for the replacement/repair and return to San Diego in an "as new" condition:

Dellner Part Number	Description	Quantity	Lead Time	Price/each USD
1036377-REP033	Repair auto coupler	1	30 weeks	$13,551.83

The lead time is approximately 30 weeks after receipt of your order. Our terms are Net 30 days, FOB origin, and freight is the responsibility of San Diego. We have a one-year warranty on parts and labor. This quote is valid for 90 days.

If you have any further questions or concerns, please do not hesitate to contact me at any time.

Best regards,

Danny Puerta – Sales Support Specialist – Dellner Service
Email: danny.puerta@dellner.com

DELLNER SERVICE BUSINESS UNIT

Date

May 19, 2026

DELLNER, INC
4016 Shutterfly Rd.
Charlotte, NC 28217
USA
704 527 2121
www.dellner.com

Quote to Repair RMA #CA260302-TCS-03

Please note this quote number on your purchase orders

We received the following material for repair:

Dellner Part Number	Description	S/N	Quantity
1036377	Auto Coupler	091	1

Automatic coupler SN 091 sent in for evaluation and repair. The coupler inspection revealed extensive electrical and mechanical damage, including ripped right-side cabling and a cracked insulation block caused by a bent contact. Internally, the centering device was found with a loose cam disc and broken connex pins, while the draft gear pivot shaft was found seized due to insufficient lubrication. Additionally, the support spring has notable amounts of wear and tear and the buffer tube claws show significant wear remediation. We recommend replacing the mounting bolt, right cabling, ground cable, rubber bearing, left bracket, mounting plate, insulation block, support spring, operating device, latch head, spherical bearing, housing, operating arms, support lower half and support strut. To address the buffer assembly, two options are available: a full buffer tube replacement or a buffer weld repair to install new claws.

Following is Dellner's proposal for the replacement/repair and return to San Diego in an "as new" condition:

Dellner Part Number	Description	Quantity	Lead Time	Price/each USD
1036377-REP091	Option 1: Repair auto coupler w/ Buffer Tube Replacement	1	54 weeks	$48,461.54
1036377-REP091	Option 2: Repair auto coupler w/ Buffer Weld Repair	1	52 weeks	$41,975.33

The lead time is approximately 54 weeks after receipt of your order. Our terms are Net 30 days, FOB origin, and freight is the responsibility of San Diego. We have a one-year warranty on parts and labor. This quote is valid for 90 days.

If you have any further questions or concerns, please do not hesitate to contact me at any time.

Best regards,

Date
19 May 2026

Pages
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Danny Puerta – Sales Support Specialist – Dellner Service
Email: dannypuerta@dellner.com

DELLNER SERVICE BUSINESS UNIT

DELLNER

Date

May 19, 2026

DELLNER, INC
4016 Shutterfly Rd.
Charlotte, NC 28217
USA

704 527 2121
www.dellner.com

Quote to Repair RMA # CA260302-TCS-04

Please note this quote number on your purchase orders

We received the following material for repair:

Dellner Part Number	Description	S/N	Quantity
1036377	Auto Coupler	112	1

Automatic coupler SN 112 sent in for evaluation and repair. The inspection identified significant mechanicl and electrical damage. The right cabling wires have been ripped and dragged apart. The centering device cam disk became loose and had broken connex pins. The pivot shaft within the draft gear is seized due to lack of lubrication. There was also wear around the shaft that needs replacing. There was also notable wear and tear on the support springs requiring replacement. We recommend replacing the mounting bolt, right cabling, the cover, limit switch, operating arm, cable support, operating device, latch head, support spring, ground cable, spherical rubber bearing, and pivot shaft. To address the buffer assembly, two options are available: a full buffer tube replacement or a buffer weld repair to install new claws.

Following is Dellner's proposal for the replacement/repair and return to San Diego in an "as new" condition:

Dellner Part Number	Description	Quantity	Lead Time	Price/each USD
1036377-REP112	Option 1: Repair auto coupler w/ Buffer Tube Replacement	1	54 weeks	$46,346.91
1036377-REP112	Option 2: Repair auto coupler w/ Buffer Weld Repair	1	35 weeks	$39,860.70

The lead time is approximately 54 or 35 weeks after receipt of your order. Our terms are Net 30 days, FOB origin, and freight is the responsibility of San Diego. We have a one-year warranty on parts and labor. This quote is valid for 90 days.

If you have any further questions or concerns, please do not hesitate to contact me at any time.

Best regards,

Date
19 May 2026

Pages
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Danny Puerta – Sales Support Specialist - Dellner
Email: dannypuerta@dellner.com

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Bogie Carset Repairs – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. L1704.0-25 (in substantially the same format as Attachment A), with Siemens Mobility, Inc. (Siemens), for the repair of power trucks that were involved in the Light Rail Vehicles (LRV) 5027 accident, in the amount of $876,392.10.

Budget Impact

The total cost of this amendment is estimated to be $876,392.10 (Attachment A), and the total cost of this contract is estimated to be $1,195,689.28 (inclusive of the total costs for Amendment 1). These services costs will be funded by the San Diego Trolley (SDTI) Risk Recovery Operations Budget Account 930016-130300.

On September 11, 2025 (Agenda Item (AI) 20), the Board approved a separate contract with Siemens to perform the structural repair and body work necessary to restore LRV 5027 to operating condition, at a cost of $1,997,346.52.

A portion of these costs will be paid by MTS's property insurance program through PRISM. MTS will be responsible for a $250,000 deductible but is seeking insurance payments for the remaining LRV repair amounts related to the November 5, 2024 collision.

DISCUSSION:

On November 5, 2024, LRV 5027 was involved in an accident when an automobile ignored the flashing red lights and warning bells that were active at the L Street crossing on the Blue Line. The automobile crashed through the lowered gate arm barrier at the protected crossing, making direct contact with LRV 507 as it traveled through the grade crossing. As a result of the collision, LRV 5027 derailed and extensive damage was caused to the body of the LRV, as well as the three (3) trucks underneath the car.

The damaged trucks consist of the following: two (2) power trucks, which contain traction motors, gearboxes, axles, tires, brake equipment, frame, and other drive-oriented components;

and one (1) non-powered center truck containing bridge axles, tires, brake equipment, sensors, and other non-drive truck-related components.

On July 17, 2025 (AI 10), the Board approved a sole source agreement with Siemens, MTS Doc. No. L1704.0-25, for the assessment and repair of the power trucks that were involved in the LRV 5027 accident. That initial agreement was for $319,297.18 ($196,375.00 for assessment and repair plus $122,922.18 for contingency parts). Today's proposed action would issue an amendment to Siemens for $876,392.10 in additional funds for the repair of power trucks that were involved in the accident.

Siemens was contracted to perform the truck-related repairs to LRV 5027 because such repairs are beyond the resources of MTS's in-house LRV maintenance department. After delivery to Siemens, the trucks damaged in the incident were disassembled, evaluated, and tested to determine the scope of repairs needed to return them to serviceable condition in accordance with Original Equipment Manufacturer (OEM) engineering specifications and applicable railroad standards. The evaluation determined that the units sustained significantly more extensive damage than was initially observed due to the forces experienced during the impact and subsequent derailment. Furthermore, it was determined that while the trucks could be rebuilt and recertified for service, a significant amount of material needed to be replaced, refurbished or repaired. This included full replacement of the damaged center truck low floor axle bridges, brake equipment and bearings, repair and reconditioning of traction motors and gearboxes; and rework and straightening of the truck frames and bolsters, as well as other associated components. Because of this, the funding provided on the original contract is not sufficient to complete the necessary repairs. MTS has already paid the assessment costs of $196,375.00 under the original contract. The repairs will cost $999,314.28, bringing the contract total to $1,195,689.28.

The full truck assemblies were purchased new in 2020 at a cost of $1,438,242. Current market replacement costs are estimated to be $2,000,000 or more. Based on the estimated replacement cost, repairing and recertifying the existing truck assemblies is a more cost-effective option than replacement. Therefore, MTS staff has determined that the new estimated assessment & repair cost of $1,195,689.28 is still the most cost-effective option for this repair.

In comparison with MTS's Independent Cost Estimate (ICE) of $960,829.71, MTS staff determined that Siemens' quote to repair the trucks is fair and reasonable. This determination was based on pricing from a similar SD8 axle purchase under Purchase Order (PO) 4500071024, tapered bearing purchases under PO 4500074741, and various other purchase orders that were issued for stock replenishment. Labor rate estimates were based on Fiscal Year (FY) 2024 Siemens labor-hour rates stated in PO 4500070604.

When combined with the structural and body repairs previously approved by the Board, the total cost to restore LRV 5027 is currently estimated at approximately $3.3 million. While this is a significant sum, it is still far less than the approximately $6 million replacement value for the LRV. Most of the costs will be reimbursed by MTS's property insurance program.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 1 to MTS Doc. No. L1704.0-25 (in substantially the same format as Attachment A), with Siemens, for the repair of power trucks that were involved in the LRV 5027 accident, in the amount of $876,392.10.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. MTS Draft Amendment No. L1704.1-25

Metropolitan Transit System

Amendment 1

September 17, 2026 MTS Doc No. L1704.1-25

BOGIE CARSET REPAIRS – ADD FUNDS

Siemens Mobility, Inc.
James Evans
Accident Repair Manager
5301 Price Ave
McClellan CA, 95652

This shall serve as Amendment No.1 to the original agreement L1704.0-25 as further described below.

SCOPE

The Siemens proposal in Attachment A is added to the Scope of Work.

SCHEDULE

There are no changes to the provision of this agreement schedule.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $876,392.10.

The total value of this contract, including this amendment shall be in the amount of $1,195,689.28 ($*319,297.18 current contract plus $876,392.10* for Amendment 1). This amount shall not be exceeded without prior written approval from MTS. The remaining funds ($999,314.28) shall be paid according to the following milestones:

Task	Due Date/Status	Amount
Assessment – Inspect & Evaluate Trucks	Complete/Paid	$196,375.00
Repair Phase 1 – 25%	After Material POs Issued by Siemens	$249,828.57
Repair Phase 2 – 25%	At End of Structural Repair; Before Painting	$249,828.57
Repair Phase 3 – 25%	After Reassembly; Before Testing	$249,828.57
Repair Phase 4 – 25%	Final Inspection and Delivery	$249,828.57
	TOTAL	**$1,195,689.28**

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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:

_____

James Evans, Accident Repair Manager
Siemens Mobility, Inc.

Date: _____

DRAFT

SIEMENS

Mobility Customer Services

San Diego Metropolitan Transit System
Andy Goddard
Director of LRV Maintenance
1255 Imperial Ave., Suite 1000
San Diego, CA 92101

Date: August 28th, 2026
Subject: MTS LRV #5027 Bogies Repair
Response required: Yes

San Diego #5027 Bogie Set Repair:

Dear Mr. Goddard,

Siemens Mobility, Inc. ("SIEMENS") writes to provide you with a proposal for support services outlined in the subject line (this "Proposal"). This Proposal is based upon the scope, personnel, services, and location provided for herein and is valid through October 30th, 2026, after which date the pricing and other terms of this Proposal shall be subject to adjustment. Any variation in the Scope of Work will be subject to separate terms, conditions, and pricing.

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Background

MTS previously awarded Siemens an initial scope for the assessment and repair of the LRV #5027 bogie set in the amount of $319,297.18. This amount consisted of $196,375.00 for assessment and repair activities and $122,922.18 for contingency parts. Siemens received Purchase Order 4500070887 on September 23, 2025, and concluded the assessment phase on January 23, 2026. The assessment included disassembly, cleaning, component measurements, and engineering evaluation. The findings identified additional repairs and materials required to complete the restoration of the bogie set. This additional scope is detailed in the present proposal.

Scope of Work

This proposal refers to the complementary scope of LRV #5027, specifically the repairing of the set of bogies involved in the vehicle accident. The scope was defined based on the engineering technical assessment carried out at the SIEMENS facility after complete disassembly, cleaning, and component measurement/evaluation. This proposal includes the procurement of the necessary materials to be repaired or replaced with the materials in accordance with the OEM technical requirements. Siemens is responsible for managing the materials acquired in accordance with the proposed scope. Siemens will manage logistics and storage of these materials until the repaired bogies are delivered to San Diego Metropolitan Transit System.

The Scope of Work of SIEMENS is repairing the structural elements, reassemble and test the 5027 Bogie Set (PT US10734, PT US10743, CT US20425).

The overall scope includes the following:

- Drive units overhaul and validation/testing;

- Frame and bolster repairs in accordance with approved OEM rework procedures;
- Quality assurance activities, including Non-Destructive Testing (NDT);
- Touch-up painting;
- Reassembly;
- Static and load testing;
- Shipment to San Diego.

All the rework procedures and material lists are attached to this proposal according to the technical assessment performed in each truck. Based on that, the specific repair scope will be the following:

Platform:	S/N Affected:	Repair Scope (highlights)	Drawing(s)	Rework Procedure incl. Bill of Material
Bogie	US10734	[1] Rework of PT Axle Parallelism [2] Rework of PT frame ACFM finding [3] Rework of PT frame Weld Plate [4] Rework of PT Head Beam Console Bracket [5] Rework of Bolster Rotation Stop	A2V00002625890 A2V00002631409	RW - SD9 PT US10734 Final Rev A
Bolster	US30583			
Bogie	US10743	[1] Rework of PT Head beam bracket [2] Rework of PT Track brake bracket ACFM finding [3] Rework of PT Head beam Console Bracket [4] Rework of PT Frame Weld Plate [5] Rework of Bolster Rotation Stop	A2V00002625890 A2V00002631409	RW - SD9 PT US10743 Final Rev A
Bolster	US30698			
Bogie	US20425	[1] Rework of NPT Axle Parallelism [2] Rework of NPT frame ACFM finding [3] Rework of track brake bracket ACFM findings [4] Rework of track brake bracket damage [5] Rework of NPT Frame Weld on Screw [6] Rework of damper support bracket damage [7] Rework of NPT axle bearing girder	A2V00002625891	RW - SD9 CT US20425 Final Rev A

Following the inspection, additional components were identified as necessary to complete the scope of work. These items are incorporated into this proposal and detailed separately below for transparency.

- A2V00003107984 - BRAKE CALIPER, LEFT, QTY: 2 PC
- A2V00003107985 – BRAKE CALIPER, RIGHT, QTY: 2 PC
- RS:A8635600 - BRAKE DISC,SF45,CT, QTY: 4 PC
- RS:A9027800 – BRAKE PAD, SF45, CT, JURID861, QTY: 8 PC
- A2V00002711479 – MAGNETIC TRACK BRAKE, QTY: 2 PC
- 99600-902D8 TAPERED ROLLER BEARING

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- 95528-902B3 TAPERED ROLLER BEARING
- A2V00002625976 - TRAILER WHEELSET, QTY: 2 PC - Units currently in MTS' possession: SN 91 and 212

MTS currently possesses Trailer Wheelsets identified as Serial Numbers 91 and 212, which are presently owned by Siemens. Under this Contract, Siemens shall transfer ownership of these wheelsets to MTS. Siemens shall also provide new CT bearings to MTS during September–October 2026.

After receiving the CT bearings, MTS shall rebuild the wheelsets to a serviceable condition and deliver the completed wheelsets to Siemens' Bogie Service Center ("BSC") in McClellan Park, California.

Upon receipt at the BSC, Siemens shall inspect and validate the rebuilt wheelsets for integration into a CT truck frame. Following successful validation, Siemens shall assume responsibility for integration of the wheelsets into the CT truck frame.

Ownership of Trailer Wheelsets Serial Numbers 91 and 212 shall transfer from Siemens to MTS upon delivery of the CT bearings to MTS. From the date of ownership transfer until delivery of the rebuilt wheelsets to Siemens at the BSC, MTS shall bear all risk of loss, damage, and responsibility for the wheelsets.

Following the ownership transfer and rebuild process described above, Siemens will proceed with the required validation and integration activities at the BSC as part of the overall CT truck repair scope. Based on the assessment information and experience with similar frame repairs, we consider the CT Frame repairable, and the details of this repair are included in the provided Repair Procedures.

A multidisciplinary team with specific knowledge is needed to ensure the project runs smoothly. Below are the groups involved and their areas of responsibility:

• Project Management: Responsible for all interfaces between Siemens groups and MTS project team, internal coordination during the project (operations, procurement, logistics, quality, commercial and engineering), progress reports elaboration and project reporting, milestones invoicing and delivery of services according to the acceptance criteria.

• Engineering: Responsible for repair specifications development, bill of materials, on-site support during repair, obsolescence management, 3D-scanning/FARO Arm and structural integrity analysis, conformance criteria and results, vehicle history book documentation.

• Quality Assurance: Responsible for in-process repair quality assurance hold points, incoming inspection of new material, vehicle history book update, critical welds inspection, NDT and final inspection/design conformance.

• Procurement team: Strategic procurement management including vendor quotes, obsolete material management, purchase order placing, confirmation of delivery dates and material logistics until work completion.

• Repair Activities: Direct effort to disassemble and reassemble the vehicle.

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• Specialized Repair Activities: structural repair (welding), on-site parts fabrication and machining, sub-assembly production, painting/finishing, components integrity validation and electrical testing.

• Material BOM: Materials to complete the scope defined.

• Project Review meetings: Our project management team will hold monthly status meetings with deliverables.

Work duration is calculated based on regular working hours. If for some reason these working hours need to be extended, a separate quote might be necessary.

SIEMENS Repair Facility:
Siemens Mobility Inc.
5301 Price Ave
McClellan Park, CA

Timeline:
Please note that due to complexity of works to be performed, any proposed timeline is an estimate only and to be updated and agreed with San Diego Metropolitan Transit System after the NTP (e.g., based on the actual lead time of materials, sub-assembly production timeline, etc.).

We plan to ship the car-set of trucks with the Repaired LRV #5027 in January 2027.

Workmanship Standards:
Please refer to the attached document QMP-003 rev 1.pdf for the SIEMENS CS General Workmanship Standards in Revision 1.

Material:
Material in this proposal is listed separately in the files according to the above specific scope and has 455 material line items in total and includes the items that are priced individually. Any material which is not described in the list is not part of this contract and will be priced standalone if needed. Please be aware that electrical components might have suffered during the storage time due to humidity, freezing, etc.

Warranty:
SIEMENS warrants that all work will conform to the Scope of Work and other requirements of the offer and that incorporated materials will fulfill their design function. The foregoing warranty shall be effective for a period of one (1) year from the date of conditional acceptance of repair. Such warranty shall apply only to the assemblies affected by the repair work and listed materials or components. If SAN DIEGO METROPOLITAN TRANSIT SYSTEM identifies a defect covered by the warranty, then SAN DIEGO METROPOLITAN TRANSIT SYSTEM shall notify SIEMENS within a reasonable time and SIEMENS and SAN DIEGO METROPOLITAN TRANSIT SYSTEM then shall meet within ten (10) calendar days to determine the most reasonable course for remediation. To the extent possible, SAN DIEGO METROPOLITAN TRANSIT SYSTEM will allow SIEMENS or its designee to perform the repair work.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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Limitation of Liability:
Neither party to this Proposal shall be liable to the other party for lost profits or punitive, special, indirect, or consequential damages, whether arising out of breach of this Proposal, tort (including negligence), or any other theory of liability, and each party releases the other from any such liability. The total liability of SIEMENS to SAN DIEGO METROPOLITAN TRANSIT SYSTEM for damages resulting from or arising out of any causes of action (including but not limited to tort) relating to the performance of this Proposal shall not exceed an aggregate amount equal to 100% of the Repair Price stated below.

Insurance:
Umbrella insurance policy of SIEMENS provided.

Special Remarks:
N/A

Hidden Damages:
This proposal is based on the current assessment. Additional damage may be identified during the repair process and may require a revised scope and requoting.

Removed Components:
SIEMENS will take ownership of any scrap or removed components pertaining to the accident repair.

Exclusions:
This proposal excludes any services or materials not expressly listed herein or in its attachments. Any deviations from the defined scope shall require prior written approval from San Diego Metropolitan Transit System before Siemens proceeds.

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Siemens will return any usable material back to MTS including, but not limited to:

Component Number	Object Description	QTY	Component Unit
A2V00002711072	STUB AXLE BRIDGE PAINTED	1	PC
1RW30766.4501	BRAKE SADDLE HUB LEFT	1	PC
1RW30766.4502	BRAKE SADDLE HUB RIGHT	1	PC
A6X30153708	SUPPORT RING	2	PC
A6X30153709	BEARING COVER	2	PC
A6X30153710	CONE SPACER	2	PC
A2V00002711071	RESILIENT WHEEL CT (USED)	2	PC
A2V00003055898	AXLE BEARING HOLDER OAD	1	PC
A2V00003055899	AXLE BEARING HOLDER AD	1	PC
A2V00003102534	GROUND BRUSH UNIT	4	PC
RS:A8635600	BRAKE DISC,SF45,CT (USED)	3	PC
RS:A9027800	BRAKE PAD,SF45,CT,JURID861 (USED)	8	PC

Maintenance:

Any regularly scheduled maintenance which is due under the maintenance regime is not part of this Proposal. Items unrelated to the accident damage being quoted in this Proposal will not be replaced if found faulty during static testing.

Repair Price: $999,314.28 The prices include 7.75% sales tax applied to the material line items.

Price Element Breakdown

Project Management	$	75,357.43
Engineering	$	78,714.09
Quality Assurance	$	87,460.10
Specialized Labor (Assembly, Weld Repair, Paint, Overhaul and Test)	$	326,596.11
Materials	$	261,003.98
Base Price	**$**	**829,131.71**

	Price Each		Quantity	Total	
Trailer Wheelset Complete - Siemens BVV/RS	$	30,252.70	2	$	60,505.40
Brake Caliper Left	$	7,556.07	2	$	15,112.14
Brake Caliper Right	$	7,766.30	2	$	15,532.60
Brake Disc, SF45 CT	$	7,721.03	4	$	30,884.12
Brake Pad , SF45	$	1,108.69	8	$	-
Magnetic Track Brake	$	19,697.58	2	$	39,395.16
99600-902D8 Tapered Roller Bearing	$	1,071.11	4	$	4,284.43
95528-902B3 Tapered Roller Bearing	$	1,117.18	4	$	4,468.72
Total CT Wheelset + Replacement Material				**$**	**170,182.57**
	GRAND TOTAL:			**$**	**999,314.28**

Contract Amendment Summary

	Status		Amount
Assessment – Inspect and Evaluate Trucks	Already Paid	$	196,375.00
Contingency for Parts	Previously Approved	$	122,922.18
Additional Amendment Requested	Pending Approval	$	876,392.10
Current Repair Proposal Total		$	999,314.28
Total Contract Value, Including Amount Already Paid			**$1,195,689.28**

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Payment Milestones - Repair Phases:

1st payment due after Material Pos Issued:
25% $249,828.57

2nd payment due at the end of Structural Repair before painting:
25% $249,828.57

3rd payment due after reassembly before testing:
25% $249,828.57

Final payment due Final Inspection and Delivery:
25% $249,828.57

Tariffs and Duties:
Siemens has included in its pricing all tariffs, duties, excise taxes, and surcharges in effect as of the date of this proposal. Any new tariffs, duties, excise taxes, surcharges, or increases thereto imposed

after the proposal date that impact Siemens' cost of performance shall constitute a compensable change and will require an equitable adjustment to the Contract Price through a Change Order.

Payment Terms:
All payments are net 30 days from invoice date.

Entire Agreement:
This Proposal constitutes the entire agreement of the parties. Neither oral statements nor other writings may be used to supplement, modify, or otherwise affect the provisions of this Proposal.

Please do not hesitate to contact us if any further clarification is needed. Otherwise, if this Proposal meets your agreement, please sign and return a copy for SIEMENS records. Thank you

Best regards,

Neves Denise

Digitally signed by Neves Denise
DN: cn=Neves Denise, c=DE, o=Siemens, email=denise.neves@siemens.com
Date: 2026.08.28 12:51:15 -07'00'

Denise Neves
Accident Repair Project Manager
Siemens Mobility, Inc.

Charlie Hollman
Business Administration Manager
Siemens Mobility, Inc.

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Signed and agreed for San Diego Metropolitan Transit System:

_____
Signature

_____
Name

_____
Title

_____
Date

SIEMENS STANDARD SERVICE TERMS AND CONDITIONS

1. APPLICABLE TERMS. This Agreement governs the sale and performance of services provided by Siemens ("Services"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order; or if neither (i) nor (ii) apply, then Siemens' standard rates in effect when the Services are performed.

(a) Payment - Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars. Discounts, if any, are only applicable for payments made by cash, check, ACH or wire.

(b) Credit Approval - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) Taxes - Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments– Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. CANCELLATION. Buyer may cancel this Agreement at any time on thirty (30) days written notice. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without

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limitation: (i) the full price for any completed Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

5. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

6. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

7. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

8. WARRANTY. (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within ninety (90) days from completion of the Services ("Warranty Period"), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing use of the Equipment after it

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has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services or any related assignment of warranties.

(d) Warranty Notice. Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 8(b) or from their deteriorated condition.

(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

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FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 8, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

10. INTELLECTUAL PROPERTY.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

11. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliates, agents and contractors provided those recipients have executed a written non-disclosure agreement no less stringent than Article 11 in its entirety.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession

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of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

12. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

13. CHANGES IN SERVICES. No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

14. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

15. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

16. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

17. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

19. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or

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otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

20. NUCLEAR. In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Buyer's Insurance

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. Waivers by Buyer: Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

D. Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

21. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity", "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

22. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs

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additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

23. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

24. ASBESTOS

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at any Site:

(a) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4) Siemens makes no representation that it is licensed to abate ACM.

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25. THIRD PARTY PARTS

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Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

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Metropolitan Transit System

Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Bus Parts Supplies - Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. B0791.0-26 (in substantially the same format as Attachment A), with Cummins, Inc. (Cummins), for an additional sixteen (16) parts, in the amount of $1,950,048.24, for a new contract total of $8,335,315.28 (inclusive of CA sales tax).

Budget Impact

The total estimated cost of these contract changes is $808,989.18, which is the net difference (inclusive of 7.75% sales tax) between Mohawk's bid/contract price for the 16 non-conforming parts over the five year contract period, and Cummins bid price for the same parts. These materials costs will be funded by the San Diego Transit Corporation (SDTC) Maintenance Operating Budget account 311014-545100.

DISCUSSION:

As part of MTS's in-house bus operations, SDTC mechanics perform most of the work required to maintain the MTS bus fleet. This requires that MTS maintain a steady supply of bus parts.

On May 21, 2026 (Agenda Item (AI) 11), the MTS Board approved two contracts for bus parts supplies over a five (5) year period:

1. MTS Doc No. B0791.0-26 with Cummins: and
2. MTS Doc No. B0793.0-26 with Mohawk Manufacturing & Supply Co. (Mohawk)

Twenty-nine items were awarded to Mohawk. During the contract finalization process with Mohawk, but before the contract was fully executed, MTS staff discovered that sixteen line items to be supplied by Mohawk were non-Original Equipment Manufacturer (non-OEM) parts that had not been approved as equivalent products during the solicitation's question and answer period through a request for approved equal. Because the use of non-OEM parts could jeopardize existing equipment warranties, the items were rejected by MTS. Mohawk

subsequently notified MTS that they are unable to provide the required OEM parts at their bid price and requested that we remove them from their contract.

Today's proposed action would approve a contract amendment to MTS Doc No. B0791.0-26 with Cummins for an additional sixteen parts. Cummins was the second lowest responsive and responsible bidder for the solicitation and has agreed to honor their original bid pricing.

Below is a summary of the bus parts contract award values, approved by the MTS Board at the May 21, 2026 Board meeting (AI 11), and the revised value of the agreements, as result of the proposed contract amendment:

Contract Values Approved May 21, 2026 (AI 11)				Revised Contract Values (*Today's Proposed Action*)			
Company Name	**Exclusive of CA Sales Tax**	**CA Sales Tax**	**Total Cost**	**Exclusive of CA Sales Tax**	**CA Sales Tax**	**Total Cost**	**Contract Difference**
Cummins	$5,926,001.89	$459,265.15	$6,385,267.04	$7,735,791.44	$599,523.84	$8,335,315.28	$1,950,048.24
Mohawk	$1,193,025.92	$92,459.51	$1,285,485.43	$134,038.39	$10,387.98	$144,426.37	($1,141,059.06)
Totals	**$7,119,027.81**	**$551,724.66**	**$7,670,752.47**	**$7,869,829.83**	**$609,911.81**	**$8,479,741.64**	**$808,989.18**
Overall difference:						**$808,989.18**	

The contract is firm-fixed pricing. The not-to-exceed values of the contract are based on staff estimates of the quantity of each part that may be ordered each year, multiplied by the unit cost for that year. MTS will only pay for the parts actually ordered. In the event that staff estimates of the quantities and funding needed are not sufficient to meet actual demand, a contract amendment increasing the funding authority will be processed according to Board Policy 41 (Signature Authority).

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 1 to MTS Doc. No. B0791.0-26 (in substantially the same format as Attachment A), with Cummins, for an additional sixteen (16) parts, in the amount of $1,950,048.24 (inclusive of CA sales tax).

No amendment to the Mohawk contract is required because the error was identified before the original contract was executed. Therefore, the final contract executed with Mohawk was for the reduced amount: $144,426.37 (inclusive of 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 MTS Doc. No. B0791.1-26 and Revised Cost Proposal

Metropolitan Transit System

Amendment 1

September 18, 2026 MTS Doc No. B0791.1-26

BUS ENGINE PARTS

Cummins Inc.
Brian Ondre
President – On Highway Business
310 N. Johnson Avenue
El Cajon CA, 92020

This shall serve as Amendment No.1 to the original agreement B0791.0-26 as further described below.

SCOPE

This Amendment shall revise the agreement , as follows:

1. Add the following sixteen (16) items to the Bid Form.

Part Numbers				
70061929	70188060	70168260	70161729	70147421
70061937	70195180	70168864	70164434	70154799
70063230	70199240	70185165	70167684	70154807
70146795				

2. The revised Bid Form replaces the original Bid Form in its entirety.

SCHEDULE

There are no changes to the overall schedule provision of the agreement. The contract termination date remains May 31, 2031.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $1,950,048.24. The total value of this contract including this amendment shall be in the amount of $8,335,315.28. 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.

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Sincerely,

Sharon Cooney, Chief Executive Officer

Agreed:

Brian Ondre, President – On Highway Business
Cummins Inc.

Date: _____

Attachment:

A. Revised Bid Form

Metropolitan Transit System

Bus Engine and Transmission Overhaul and Engine Parts IFB - GROUP A Bid Form (ENGINE PARTS)

MTS Doc No. B0786.0-26

Bidder Name

Item	Material	UOM	BUn	Manufacturer's Part No.	Manufacturer Name	Est. Annual Usage	Vendor Part#	Lead Time (Delivery in calendar days from PO issued date)	Order Unit	Conversion to Each (if not Each/Bulk)	Minimum Order QTY (If applicable)	Order QTY Increment (If applicable)	6/1/2026-5/31/2027 YEAR 1 Unit$	YEAR 1 Extended$	6/1/2027-5/31/2028 YEAR 2 Unit$	YEAR 2 Extended$	6/1/2028-5/31/2029 YEAR 3 Unit$	YEAR 3 Extended$	6/1/2029-5/31/2030 YEAR 4 Unit$	YEAR 4 Extended$	6/1/2030-5/31/2031 YEAR 5 Unit$	YEAR 5 Extended$	5 YEAR Total
1	70063800	HARNESS PIGTAIL, SPARK PLUG COIL, 8.9L	Each	3164804	6491007	10	6491007	7	Each				$187.93	$1,879.28	$193.75	$1,937.54	$199.95	$1,999.54	$206.35	$2,063.53	$212.96	$2,129.56	$10,009.45
2	70069773	Antifreeze, Zerex, Yellow, 50/50 Coolant	US gallon	846438	10G	4,413	V846437GA	7					$9.79	$43,207.24	$10.09	$44,546.67	$10.42	$45,972.16	$10.75	$47,443.27	$11.09	$48,961.45	$230,130.79
3	70142950	Gas Mass Flow Sensor 8.3L/8.9L - CUMMINS	Each	5482154	3929935 6478853	11	5482154	7	Each				$1,609.21	$17,701.36	$1,659.10	$18,250.10	$1,712.19	$18,834.10	$1,766.98	$19,436.79	$1,823.52	$20,058.77	$94,281.12
4	70142968	Fuel Control Valve 8.3L/8.9L - CUMMINS	Each	5363223	4997684 6408780	20	5363223	7	Each				$1,897.14	$37,942.79	$1,955.95	$39,119.02	$2,018.54	$40,370.83	$2,083.13	$41,662.69	$2,149.79	$42,995.90	$202,091.23
5	70146753	HOSE CLAM FOR BOOST SIGNAL TUBE, ALL BUS	EACH	39201719		14	3920719	7	Each				$4.40	$61.64	$4.54	$63.55	$4.68	$65.59	$4.83	$67.68	$4.99	$69.85	$328.31
6	70147124	SENSOR,INTAKE MANIFOLD PRESSURE, 8.9L	Each	4921489	6392955	16	4921489	7	Each				$112.79	$1,804.68	$116.29	$1,860.62	$120.01	$1,920.16	$123.85	$1,981.61	$127.81	$2,045.02	$9,612.09
7	70147645	o RING, VALVE COVER BRTHR, CUMMINS 8.3L	Each	3936331		11	3936331	7	Each				$13.64	$150.06	$14.07	$154.72	$14.52	$159.67	$14.98	$164.78	$15.46	$170.05	$799.28
8	70148080	INTAKE MANIFOLD GASKET,CUMMINS 8.3,8.9L	Each	3921440		15	3921440	7	Each				$24.87	$373.07	$25.64	$384.63	$26.46	$396.94	$27.31	$409.64	$28.18	$422.75	$1,987.04
9	70148817	OIL COOLER PRESS RELEIF PLUNGER, CUMMINS	Each	3945967		9	3945967	7	Each				$22.41	$201.68	$23.10	$207.93	$23.84	$214.58	$24.61	$221.45	$25.39	$228.54	$1,074.18
10	70148833	Oil Bypass Valve All 8.3 & 8.9	Each	3934410	7700548	11	3934410	7	Each				$63.85	$702.32	$65.83	$724.10	$67.93	$747.27	$70.11	$771.18	$72.35	$795.86	$3,740.73
11	70150433	Fan Support Hub 8.3L/8.9L - CUMMINS	Each	3937456	6360369	214	3937456	7	Each				$524.18	$112,174.01	$540.43	$115,651.40	$557.72	$119,352.25	$575.57	$123,171.52	$593.99	$127,113.01	$597,462.18
12	70151340	Knock Sensor 8.3L/8.9L - CUMMINS	Each	2897654	6391024	76	2897654	7	Each				$64.67	$4,914.56	$66.67	$5,066.91	$68.80	$5,229.05	$71.01	$5,396.38	$73.28	$5,569.07	$26,175.97
13	70151456	Intake Man Pressure Temp Sensor ISLG	Each	4921483		33	4921483	7	Each				$356.66	$11,769.74	$367.72	$12,134.60	$379.48	$12,522.90	$391.63	$12,923.64	$404.16	$13,337.19	$62,688.07
14	70151530	Fuel Press/Temp Sensor,8.9L CUMMINS, Blu	Each	4921479		12	4921479	7	Each				$326.91	$3,922.94	$337.05	$4,044.55	$347.83	$4,173.98	$358.96	$4,307.54	$370.45	$4,445.39	$20,894.40
15	70151662	Rear Main Crank Seal - CUMMINS	Each	5405392		22	5405392	7	Each				$33.99	$747.83	$35.05	$771.01	$36.17	$795.69	$37.32	$821.15	$38.52	$847.43	$3,983.11
16	70152280	BOOT SPARK PLUG FOR NEW COIL - 8.9L	Each	4989131		19	4989131	7	Each				$44.09	$837.68	$45.46	$863.65	$46.91	$891.29	$48.41	$919.81	$49.96	$949.24	$4,461.68
17	70152298	Gasket Oil Suction Connection	Each	3939352	7700333	101	3939352	7	Each				$3.95	$398.93	$4.07	$411.30	$4.20	$424.46	$4.34	$438.05	$4.48	$452.06	$2,124.81
18	70152512	Pressure Sensor for FCM 8.9L - CUMMINS	Each	4921495	6807739	10	4921495	7	Each				$98.48	$984.80	$101.53	$1,015.33	$104.78	$1,047.82	$108.14	$1,081.35	$111.60	$1,115.96	$5,245.27
19	70154260	Rear Main Seal Retainer - CUMMINS	Each	3933384	6417758	9	3933384	7	Each				$104.28	$938.54	$107.51	$967.63	$110.96	$998.60	$114.51	$1,030.55	$118.17	$1,063.53	$4,998.85
20	70154310	Seal-Bell Housing to Retainer - CUMMINS	Each	3912473	7700409	9	3912473	7	Each				$4.49	$40.42	$4.63	$41.68	$4.78	$43.01	$4.93	$44.39	$5.09	$45.81	$215.31
21	70155424	Wastegate Control Valve 8.9L - CUMMINS	Each	3933846	6414606	58	3933846	7	Each				$1,058.31	$61,382.19	$1,091.12	$63,285.03	$1,126.04	$65,310.15	$1,162.07	$67,400.08	$1,199.26	$69,556.88	$326,934.34
22	70156406	Humidity Sensor 8.9L - CUMMINS	Each	4955125	6391891 254962	9	4955125	7	Each				$457.62	$4,118.59	$471.81	$4,246.27	$486.91	$4,382.15	$502.49	$4,522.38	$518.57	$4,667.09	$21,936.47
23	70161687	Crankcase Breather CCV 8.9L - CUMMINS	Each	3957987		233	3957987	7	Each				$81.97	$19,099.41	$84.51	$19,691.49	$87.22	$20,321.62	$90.01	$20,971.91	$92.89	$21,643.01	$101,727.42
24	70162388	Secondary Fuel Press Regulator 8.9L ALL	Each	5477889		21	5477889	7	Each				$1,081.24	$22,706.13	$1,114.76	$23,410.02	$1,150.44	$24,159.14	$1,187.25	$24,932.23	$1,225.24	$25,730.07	$120,937.60
25	70162396	SENSOR CAM POSITION FOR ISLG8.9©	Each	5594275	4921684 7700542 385832	47	5594275	7	Each				$34.50	$1,621.71	$35.57	$1,671.99	$36.71	$1,725.49	$37.89	$1,780.71	$39.10	$1,837.69	$8,637.59
26	70162404	Crank Position Sensor 8.9L - CUMMINS©	Each	5594276NX	5594276 6359974	44	5594276	7	Each				$49.48	$2,176.97	$51.01	$2,244.45	$52.64	$2,316.28	$54.33	$2,390.40	$56.07	$2,466.89	$11,594.99
27	70162412	Sensor Oxygen O2 8.9L - CUMMINS	Each	4954893	5400509 8800007	90	5400509	7	Each				$406.24	$36,561.92	$418.84	$37,695.34	$432.24	$38,901.59	$446.07	$40,146.44	$460.35	$41,431.13	$194,736.42
28	70162420	EGR VALVE, CUMMINS 8.9L©	Each	5473228RX	6423375 4955484RXCUM	20	5473228RX	7	Each				$818.00	$16,360.06	$843.36	$16,867.22	$870.35	$17,406.98	$898.20	$17,964.00	$926.94	$18,538.85	$87,137.11
29	70162842	Mass Air Flow Sensor 8.9L - CUMMINS	Each	4984928		13	4984928	7	Each				$215.41	$2,800.33	$222.09	$2,887.14	$229.19	$2,979.52	$236.53	$3,074.87	$244.10	$3,173.26	$14,915.12
30	70163477	Thermostat 8.9L- Cummins Brand Only	Each	6305290	5273379 6478280 400258	142	6305290	7	Each				$98.02	$13,918.46	$101.06	$14,349.94	$104.29	$14,809.13	$107.63	$15,283.03	$111.07	$15,772.08	$74,132.64
31	70163691	BELT ALTERNATOR - RAPID	Each	3288475		69	3288475	7	Each				$76.99	$5,312.14	$79.37	$5,476.82	$81.91	$5,652.08	$84.54	$5,832.95	$87.24	$6,019.60	$28,293.59
32	70165613	CCV Drain Tubes 8.9L - CUMMINS	Each	5255745		106	5255745	7	Each				$187.19	$19,842.08	$192.99	$20,457.18	$199.17	$21,111.81	$205.54	$21,787.39	$212.12	$22,484.58	$105,683.04
33	70165647	CLAMP, Turbo outlet, Cummins 8.9L ALL	Each	3099092		9	3099092	7	Each				$44.18	$397.60	$45.55	$409.92	$47.00	$423.04	$48.51	$436.58	$50.06	$450.55	$2,117.68
34	70168161	Harness Engine Coils 8.9L - CUMMINS	Each	5403181		51	5403181	7	Each				$235.17	$11,993.61	$242.46	$12,365.41	$250.22	$12,761.10	$258.22	$13,169.46	$266.49	$13,590.88	$63,880.45
35	70168278	EGR Cooler Assy 8.9L - CUMMINS	Each	4376312	290C/4376312	105	4376312	7	Each				$1,827.89	$191,928.88	$1,884.56	$197,878.67	$1,944.86	$204,210.79	$2,007.10	$210,745.53	$2,071.33	$217,489.39	$1,022,253.26
36	70168286	GASKET EXH MANIFOLD-8.9 CUMMINS ENG.	Each	5316185		17	5316185	7	Each				$65.37	$1,111.37	$67.40	$1,145.82	$69.56	$1,182.48	$71.78	$1,220.32	$74.08	$1,259.37	$5,919.37
37	70168294	WATER PUMP, CUMMINS 8.9L only	Each	6410397	6389829	52	6410397	7	Each				$240.73	$12,518.17	$248.20	$12,906.23	$256.14	$13,319.23	$264.34	$13,745.45	$272.79	$14,185.30	$66,674.38
38	70168302	TURBO OUTLET CLAMP-SMALL, CUMMINS 8.9L	Each	3903652	227171 211568	13	3903652	7	Each				$39.94	$519.24	$41.18	$535.34	$42.50	$552.47	$43.86	$570.15	$45.26	$588.39	$2,765.60
39	70168872	SENSOR, EGR DIFFERENTIAL PRESS, 8.9L	Each	4984929		22	4984929	7	Each				$459.78	$10,115.12	$474.03	$10,428.69	$489.20	$10,762.41	$504.85	$11,106.81	$521.01	$11,462.22	$53,875.25
40	70168880	Sensor, Turbo, Inlt(C), OEM	Each	2872261	634-8239 252045	43	2872261	7	Each				$285.44	$12,274.06	$294.29	$12,654.55	$303.71	$13,059.50	$313.43	$13,477.40	$323.46	$13,908.68	$65,374.18
41	70168898	Throttle Actuator 8.9L - CUMMINS	Each	4934537		36	4934537	7	Each				$740.13	$26,644.64	$763.07	$27,470.63	$787.49	$28,349.69	$812.69	$29,256.88	$838.70	$30,193.10	$141,914.94
42	70173096	O-RING SEAL, THROTTLE ACTUATOR, 8.9L	Each	4990721		12	4990721	7	Each				$11.48	$137.70	$11.83	$141.97	$12.21	$146.51	$12.60	$151.20	$13.00	$156.04	$733.43
43	70187138	EXPANSION PLUG LARGE, ENGINE BLOCK, 8.9L	Each	3901969	7700345	9	3901969	7	Each				$7.72	$69.50	$7.96	$71.66	$8.22	$73.95	$8.48	$76.32	$8.75	$78.76	$370.18
44	70187526	Air Comp Coolant Line Grommet C-8.9L	Each	S1091		59	S1091	7	Each				$6.49	$382.98	$6.69	$394.85	$6.91	$407.49	$7.13	$420.52	$7.36	$433.98	$2,039.82
45	70188086	#5 Turbo O-Ring - CUMMINS	Each	3627695	7700216	66	3627695	7	Pack	6			$6.20	$408.91	$6.39	$421.59	$6.59	$435.08	$6.80	$449.00	$7.02	$463.37	$2,177.96
46	70188094	Stud #2 Exh Manifold ISLG 8.9 MTR	Each	5286984	6405509	228	5286984	7					$9.36	$2,133.51	$9.65	$2,199.65	$9.96	$2,270.04	$10.27	$2,342.68	$10.60	$2,417.64	$11,363.52
47	70190108	O-Ring EGR Cooler 8.9L ISLG - CUMMINS	Each	3049221	7700247	435	3049221	7	Pack	10			$2.70	$1,174.02	$2.78	$1,210.42	$2.87	$1,249.15	$2.96	$1,289.12	$3.06	$1,330.37	$6,253.08
48	70190132	SEAL RECTANGULAR RING, 8.9L CUMMINS	Each	3906696	7700335	107	3906696	7	Pack	2			$6.27	$671.37	$6.47	$692.18	$6.68	$714.33	$6.89	$737.19	$7.11	$760.78	$3,575.84
49	70195172	Engine oil Dipstick Tube, 700/1400	Each	3968447	634-5312	20	3968447	7	Each				$120.44	$2,408.72	$124.17	$2,483.39	$128.14	$2,562.86	$132.24	$2,644.87	$136.48	$2,729.51	$12,829.34
50	70195198	EGR Hose Insulation 8.9 - CUMMINS	Each	4944755		530	4944755	7	Each				$9.63	$5,105.65	$9.93	$5,263.92	$10.25	$5,432.37	$10.58	$5,606.21	$10.92	$5,785.60	$27,193.75
51	70195990	Tube Coolant Air Compressor Outlet 8.9L	Each	4991808		141	4991808	7	Each				$120.96	$17,055.08	$124.71	$17,583.79	$128.70	$18,146.47	$132.82	$18,727.15	$137.07	$19,326.42	$90,838.91
52	70198049	Oil Pan For 8.9L Engine - CUMMINS	Each	4980381	6510200 6700004	10	6510200	7	Each				$483.42	$4,834.18	$498.40	$4,984.04	$514.35	$5,143.53	$530.81	$5,308.13	$547.80	$5,477.99	$25,747.87
53	70198754	Cylinder Head 8.9©	Each	4933820NX	5569421RX	62	5569421RX	7	Each				$5,418.32	$335,935.69	$5,586.29	$346,349.69	$5,765.05	$357,432.88	$5,949.53	$368,870.74	$6,139.91	$380,674.60	$1,789,263.60
54	70200258	Humidity Sensor 90 Deg 4 Pin Nz8.9 L9N	Each	2897508	4384340 6470313	14	4384340	7	Each				$419.86	$5,877.99	$432.87	$6,060.21	$446.72	$6,254.13	$461.02	$6,454.26	$475.77	$6,660.80	$31,307.39
55	70200530	Kit, PMM Piston Upgrade, Cummins	Each	5633625	5579235	9	5633625	7	Each				$2,473.34	$22,260.10	$2,550.02	$22,950.17	$2,631.62	$23,684.57	$2,715.83	$24,442.48	$2,802.74	$25,224.64	$118,561.96
56	70061929	Valve Cover Gasket 8.3/8.9L - CUMMINS	Each	3905449	7700356	435	3905449	7-Jan	Each				$37.12	$16,149.22	$38.28	$16,649.85	$39.50	$17,182.64	$40.76	$17,732.49	$42.07	$18,299.93	$86,014.13
57	70061937	Valve Cover O-Rings 8.3/8.9L - CUMMINS	Each	3910824	7700391	3,053	3910824	7-Jan	Each	6			$2.19	$6,676.00	$2.25	$6,882.95	$2.33	$7,103.21	$2.40	$7,330.51	$2.48	$7,565.08	$35,557.74
58	70063230	O-RING, TURBO OUTLET, CUMMINS,8.3L,8.9L	Each	3883284		10	3883284	7-Jan	Each				$6.17	$61.66	$6.36	$63.57	$6.56	$65.61	$6.77	$67.71	$6.99	$69.87	$328.42
59	70146795	TURBO INLET CLAMP, CUMMINS 8.9L	Each	3069053		9	3069053	7	Each				$38.53	$346.80	$39.73	$357.55	$41.00	$368.99	$42.31	$380.80	$43.66	$392.98	$1,847.12
60	70147421	Gasket Oil Pan	Each	5332563	7700207	107	5332563	7	Each				$59.95	$6,414.34	$61.81	$6,613.18	$63.78	$6,824.81	$65.82	$7,043.20	$67.93	$7,268.58	$34,164.11
61	70154799	Gasket Oil Cooler Core Inner 8.9L - ALL	Each	3918174	7700228	24	3918174	7	Each				$18.04	$432.85	$18.59	$446.27	$19.19	$460.55	$19.80	$475.28	$20.44	$490.49	$2,305.44
62	70154807	Gasket Oil Cooler Cover Outer 8.9L - ALL	Each	3929011	7700229	16	3929011	7	Each				$23.01	$368.15	$23.72	$379.57	$24.48	$391.71	$25.27	$404.25	$26.07	$417.18	$1,960.86
63	70161729	Front Crank Seal Saver Kit 8.3L, 8.9L	Each	3925626	7700338	54	3925626	7	Each				$186.83	$10,089.08	$192.63	$10,401.84	$198.79	$10,734.70	$205.15	$11,078.21	$211.72	$11,432.71	$53,736.54
64	70164434	EGR VALVE GASKET, CUMMINS, 8.9L	Each	4938761		9	4938761	7	Each				$6.59	$59.31	$6.79	$61.15	$7.01	$63.10	$7.24	$65.12	$7.47	$67.21	$315.88
65	70167684	Ignition Coil 8.9L - CUMMINS	Each	5626388	5310990	598	5626388	7	Each				$219.70	$131,383.14	$226.52	$135,456.02	$233.76	$139,790.61	$241.24	$144,263.91	$248.96	$148,880.36	$699,774.04
66	70168260	ENGINE DIPSTICK TUBE - RAPID,GILLIG	Each	3969058		30	3969058	7	Each				$170.02	$5,100.63	$175.29	$5,258.74	$180.90	$5,427.02	$186.69	$5,600.69	$192.66	$5,779.91	$27,167.00
67	70168864	Coil Extension Ignition 8.9L - CUMMINS	Each	5626390	5265337	1,197	5626390	7	Each				$124.67	$149,231.73	$128.54	$153,857.91	$132.65	$158,781.36	$136.89	$163,862.37	$141.27	$169,105.96	$794,839.32
68	70185165	EGR Hose To Block 90 Deg 8.9L - CUMMINS	Each	5258625		54	5258625	7	Each				$41.97	$2,266.43	$43.27	$2,336.69	$44.66	$2,411.46	$46.09	$2,488.63	$47.56	$2,568.26	$12,071.46
69	70188060	#3 Turbo O-Ring - CUMMINS	Each	3922794	7700226	63	3922794	7	Each				$2.98	$188.03	$3.08	$193.86	$3.18	$200.06	$3.28	$206.46	$3.38	$213.07	$1,001.47
70	70195180	Hose Preformed 45 Deg EGR 8.9L	Each	5258626		293	5258626	7	Each				$32.14	$9,417.18	$33.14	$9,709.11	$34.20	$10,019.81	$35.29	$10,340.44	$36.42	$10,671.33	$50,157.87
71	70199240	Engine Oil Dipstick - GILLIG	Each	3974288	6403507	12	3974288	7	Each				$133.74	$1,604.92	$137.89	$1,654.67	$142.30	$1,707.62	$146.86	$1,762.27	$151.55	$1,818.66	$8,548.14
														$1,452,401.10		$1,497,425.53		$1,545,343.15		$1,594,794.12		$1,645,827.54	**$7,735,791.44**
																						CA Sales Tax 7.75%	**$599,523.84**
																						Grand Total	**$8,335,315.28**

* *Added Items 9/17/2026*

Metropolitan Transit System

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Investment Report – Quarter Ending June 30, 2026

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of June 30, 2026. The combined total of all investments has decreased quarter to quarter from $437.3M to $406.5M. This $30.8M decrease is primarily attributable to $17.6 million 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), SB125 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 June 30, 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.

San Diego Metropolitan Transit System
Investment Report
June 30, 2026

Institution / Issuer	Function	Investment Type	Restricted	Unrestricted	Total	Avg. Rate of Return		Benchmark	
J.P. Morgan Chase	Operating Funds	Depository Bank	-	36,902,076	36,902,076	1.40%	*	0.440%	WSJ Money Market
American Business Bank - Retention Trust Account	Restricted for Capital Support	Depository Bank	308,589	-	308,589	N/A	**	-	
Local Agency Investment Fund (LAIF)	Restricted (Stored Value)	Investment Pool	9,841,450	-	9,841,450	3.816%		3.595%	S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	State Grant Funds	Investment Pool	201,037,365	-	201,037,365	3.960%		3.595%	S&P US T-Bill 0-3 Mth Index
Subtotal: Restricted			**211,187,404**	**-**	**211,187,404**				
Local Agency Investment Fund (LAIF)	Investment of Surplus Funds	Investment Pool	-	68,210,616	68,210,616	3.816%		3.595%	S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	Investment of Surplus Funds	Investment Pool	-	90,157,493	90,157,493	3.960%		3.595%	S&P US T-Bill 0-3 Mth Index
Subtotal: Investment Surplus Funds			**-**	**158,368,109**	**158,368,109**				
Grand Total Cash and Investments			**$ 211,187,404**	**$ 195,270,185**	**$ 406,457,589**				

*-The 1.40% 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

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Fiscal Year (FY) 2025-26 and FY 2026-27 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 26-15 (in substantially the same format as Attachment A) in order to:

1) Approve the revised FY 2025-26 SB1 SGR funding to bring the total allocation to $5,754,706 to be used for the FY 2026 Bus Procurement Project as approved in the FY 2027 Capital Improvement Program (CIP); and

2) Authorize the use of, and application for, $6,005,661 in FY 2026-27 SB1 SGR funding to be used for the Orange Line Improvement Project - Phase 2.

Budget Impact

The actual FY 2025-26 SB1 SGR funding came in at $5,754,706, which is $22,347 lower than the original estimate of $5,777,053. The State Controller's Office estimates that MTS will receive $6,005,661 in FY 2026-27 SB1 SGR funding. There are no matching requirements.

DISCUSSION:

SB 1 SGR Funding Program

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statues of 2017), signed by the Governor on April 28, 2017, includes a program that provides additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the SGR Program. This program provides funding of approximately $105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of a Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee is transferred to the State Controller's Office (SCO) for the SGR Program. These funds are allocated under the STA Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half is allocated based on population and half according to transit operator revenues. The SGR funding program requires agencies to agree to comply with all conditions and requirements set

forth in the SGR Program Recipient Certifications and Assurances. The SGR program also requires that each agency's governing body authorize the Chief Executive Officer or designated representative to execute all required documents of the SGR program.

FY 2025-26 SGR Funding Allocation

In August 2025, SCO published an estimated FY 2025-26 SB1 SGR funding amount of $5,777,053. In August 2026, SCO published a final updated disbursement total of $5,754,706. This updated amount is a reduction of $22,347 from the original estimate, and the revised funding amount for FY 2025-26 SB1 SGR funding of $5,754,706 will be disbursed to MTS.

MTS staff identified the FY 2026 Bus Procurement Projects as a project meeting the SGR funding requirements. The projects will replace fifty 40-foot compressed natural gas buses that reached the end of their useful life in FY 2026. The Board approved a contract with New Flyer, Inc. on July 14, 2022 (Agenda Item 30) for the overall purchase of replacement vehicles. The total budget for this procurement is currently estimated at $70 million. MTS has identified a combination of Federal, State and local funding to fund this project, including this FY 2025-26 SGR funding allocation.

FY 2026-27 SGR Funding Allocation

MTS's estimated allocation of SGR funding for FY 2026-27 is $6,005,661. MTS staff has identified the construction phase for the Orange Line Improvement Project – Phase 2 as an eligible project for this funding. The Orange Line Improvement Project will improve the Orange Line between the 32nd & Commercial Street Station and the El Cajon Transit Center. Phase 2 of the project is focused on stations between Massachusetts Avenue Station and the El Cajon Transit Center. Improvements will modernize much of the aging infrastructure along the Orange Line including new tracks, signals, crossing gates, pedestrian crossings, and more.

Staff Recommendation

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 26-15 in order to:

1) Approve the revised FY 2025-26 SB1 SGR funding to bring the total allocation to $5,754,706 to be used for the FY 2026 Bus Procurement Project as approved in the FY 2027 Capital Improvement Program (CIP); and

2) Authorize the use of, and application for, $6,005,661 in FY 2026-27 SB1 SGR funding to be used for the Orange Line Improvement Project - Phase 2.

/s Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 26-15

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION No. 26-15

Resolution Approving the Fiscal Year (FY) 2025-2026 and FY 2026-2027
SB1 State of Good Repair Claim

WHEREAS the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive State Transit Assistance (STA) funding from the State of Good Repair Account (SGR) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Caltrans) as the administrative agency for the SB1-SGR program; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments there to the Chief Executive Officer; and

WHEREAS, in order to qualify for the SB1-SGR funding allocation, MTS is required to submit a proposed project list to Caltrans on an annual basis and for FY 2026-2027, MTS proposes to include the funds towards the Orange Line Improvement Project – Phase 2; and

WHEREAS, MTS wishes to authorize the use of, and application for, $6,005,661 in FY 2026-2027 SB1-SGR funding to be used towards the Orange Line Improvement Project – Phase 2; and

WHEREAS, MTS wishes to revise the original funding budget estimate of $5,777,053 in FY 2025-2026 SB1-SGR funding to actual disbursement in the amount of $5,754,706, a reduction of $22,347, to be used for a FY26 Bus Procurement Project; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the FY 2026-2027 SGR amounts totaling $6,005,661 for the Orange Line Improvement Project – Phase 2, and disburse to MTS the FY 2025-2026 SGR amount totaling $5,754,706 to be used for the FY26 Bus Procurement Project.

PASSED AND ADOPTED, by the Board of Directors this 17th day of September 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:

_____
Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 26-15

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Fiscal Year (FY) 2025-26 and FY 2026-27 State Transit Assistance (STA) Claim and STA Interest Claim

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 26-16 (in substantially the same format as Attachment A) in order to:

1) Approve the revised FY 2025-26 STA funding to bring the total allocation to $31,548,749; and;

2) Authorize the use of, and application for $41,569,127 in FY 2026-27 STA funding to be used for the FY 2027 operating and capital projects.

Budget Impact

The actual FY 2025-26 STA funding came in at $31,548,749, which is $1,761,991 lower than the original estimate of $33,310,740. The State Controller's Office (SCO) estimates that MTS will receive $41,569,127 in FY 2026-27 STA funds for MTS to be utilized in the FY 2027 operating and capital budgets. There are no matching requirements.

DISCUSSION:

STA funding comes from the Public Transportation Act (PTA), which derives its revenue from the state sales tax on diesel fuel. STA revenues are pooled at the state level for the purposes of sections 99313 and 99314 of the California Public Utilities Code (PUC). The revenues for sections 99313 and 99314 are then allocated to transportation entities on a quarterly basis. PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based primarily on qualifying revenues from the Annual Report of Financial Transactions of Transit Operators and Non-Transit Claimants under the Transportation Development Act.

The SCO projects total sales tax revenues for the coming fiscal year and the resulting STA revenue pool. It then estimates the allocation to each transportation entity.

For FY 2025-26, SCO originally estimated MTS's STA allocation at $33,310,740. Based on this estimate, on October 16, 2025 (Agenda Item (AI) 10), the Board adopted Resolution No. 25-11 seeking STA funds in this amount. However, the actual FY 2025-26 STA funding came in at $31,548,749, which is $1,761,991 lower than the original estimate. Today's proposed action, adopting Resolution No. 26-16, would revise our formal STA claim to match the actual FY 2025-26 allocation from the SCO.

For FY 2026-27, the SCO projects MTS will receive STA funding of $41,569,127 (Attachment B). Proposed Resolution No. 26-16 would also include authorization to seek this amount in FY 2026-27 STA funding.

State law and MTS Policy No. 20 (Allocation of State Transit Assistance Funds) requires that priority consideration be given to STA claims for the following purposes:

- To enhance existing public transportation services;
- To meet priority regional, county, or area-wide public transportation needs; and
- To offset reductions in federal operating assistance and unanticipated increases in fuel costs.

STA revenues have been volatile in the past, and for that reason, the MTS Board has taken a conservative approach to use and programming these funds. Typically, the majority of these revenues are directed into the MTS Capital Improvement Program (CIP). For FY 2027, the MTS Board of Directors have approved $18.8M into the FY 2027 CIP, and the balance is earmarked for the FY 2027 Operating Budget.

Since these STA revenue allocations are based on sales tax revenue projections, in certain instances, it may be necessary to revise the original STA claim. MTS will claim up to the amount authorized by the attached Board resolution (Attachment A), and any revisions over the amount of this claim will come back to the MTS Board for approval. Additionally, how to use the un-programmed amount will be discussed with the Joint Executive Committee and Budget Development Committee and the MTS Board at future meetings.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 26-16 in order to:

1) Approve the revised FY 2025-26 STA funding to bring the total allocation to $31,548,749; and;

2) Authorize the use of, and application for $41,569,127 in FY 2026-27 STA funding to be used for the FY 2027 operating and capital projects.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. MTS Resolution No. 26-16
B. Letter from State Controller's Office for STA Allocation

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 26-16

Resolution Approving the Fiscal Year (FY) 2025-2026 and FY 2026-2027
SB1 State Transit Assistance Claim

WHEREAS, California Public Utilities Code (PUC) Sections 99313.3 and 99313.6 established a State Transit Assistance (STA) fund and grants the San Diego Metropolitan Transit System (MTS) authority to allocate monies from this fund; and

WHEREAS, MTS, through its various operating entities and divisions, including San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contracted Services (collectively referred to as "MTS"), and other operators on the basis of revenue generated, qualifies for STA monies under the provision of PUC Section 99260 et seq.; and

WHEREAS, the State Controller's Office has informed MTS that its eligible STA allocation for Fiscal year 2026-27 is $41,569,127; and

WHEREAS, MTS wishes to revise the original funding budget estimate of $33,310,740 in FY 2025-2026 STA funding to actual disbursement in the amount of $31,548,749, a reduction of $1,761,991, to be used for the FY 2026 operating and capital projects; and

WHEREAS, the claimants' proposed expenditures of STA monies are in conformance with the *Regional Transportation Plan* and *Transportation Improvement Program*; and

WHEREAS MTS is making full use of federal funds available under the Urban Mass Transportation Act or 1964, as amended; and

WHEREAS, the sum of MTS' allocations of STA and local transportations funds do not exceed the amounts they are eligible to receive during the fiscal year; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority, area-wide public transportation needs; and

WHEREAS, in the last thirteen months, MTS has received a certification from the California Highway patrol verifying that MTS is in compliance with section 1808.1 of the Vehicle Code, as required in PUC section 99251; and

WHEREAS the level of passenger fares and charges is sufficient to enable MTS to meet the fare revenue requirements of the PUC sections 99268.2, 99268.3, 99268.5, and 99268.9 as they may be applicable to MTS (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from fare revenue requirements for fiscal years 2021-2022 through 2025-2026); and

WHEREAS, MTS has ensured operators are in compliance with the efficiency standards of PUC section 99314.6 prior to the allocation of funding for operating purposes (Senate Bill No. 169 (2026) extended the COVID-era statutory relief for transit agencies from efficiency standards through 2026-2027);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the FY 2026-2027 STA amounts totaling $41,569,127 for the FY 2027 operating and capital projects, and disburse to MTS the FY 2025-2026 STA amount totaling $31,548,749 to be used for the FY 2026 operating and capital projects.

PASSED AND ADOPTED by the Board of Directors this 17th day of _September_, 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

Resolution No. 26-16

MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

July 31, 2026

County Auditors Responsible for State Transit Assistance Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2026-27 State Transit Assistance Allocation Revised Estimate

Enclosed is a revised summary schedule of State Transit Assistance (STA) funds estimated for Fiscal Year (FY) 2026-27 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based on the revenue amounts for each STA-eligibile operator, determined from annual reports submitted to the Controller pursuant to PUC section 99243. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

According to the FY 2026-27 enacted California Budget, the estimated amount of STA funds budgeted is $973,725,000. SCO anticipates the first quarter's allocation will be paid by November 30, 2026. Please refer to the schedule for the amounts that relate to your agency.

Please contact Lucas Rasmussen by telephone at (916) 323-1374 or email at LRasmussen@sco.ca.gov with any questions, or for additional information. Thank you.

Sincerely,

Melma Dizon Digitally signed by Melma Dizon
Date: 2026.07.31 16:15:18 -07'00'

MELMA DIZON
Manager, Local Apportionments Section

Enclosures: 2026-27 State Transit Assistance Allocation Estimate Summary and 2026-27 State Transit Allocation Estimate PUC 99314 Allocation Detail

Local Government Programs and Services Division
Mailing Address P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 740, Sacramento, CA 95816

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE ALLOCATION SUMMARY
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity	PUC 99313 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99313 Allocation RTC 6051.8(b), 6201.8(b)	PUC 99314 Allocation	Total Allocation
	A	B	C	D = (A + B + C)
Metropolitan Transportation Commission	$ 51,863,742	$ 42,581,710	$ 257,280,554	$ 351,726,006
Sacramento Area Council of Governments	13,801,491	11,331,444	9,119,034	34,251,969
San Diego Association of Governments	6,517,758	5,351,278	3,632,814	15,501,850
San Diego Metropolitan Transit System	16,034,624	13,164,914	12,369,589	41,569,127
Tahoe Regional Planning Agency	759,370	623,466	10,922	1,393,758
Alpine County Transportation Commission	7,989	6,559	444	14,992
Amador County Transportation Commission	267,558	219,673	16,069	503,300
Butte County Association of Governments	1,411,070	1,158,532	119,815	2,689,417
Calaveras County Local Transportation Commission	301,730	247,730	6,184	555,644
Colusa County Local Transportation Commission	148,596	122,002	4,802	275,400
Del Norte County Local Transportation Commission	177,879	146,044	10,161	334,084
El Dorado County Local Transportation Commission	1,223,426	1,004,470	94,142	2,322,038
Fresno County Council of Governments	7,034,896	5,775,864	1,611,663	14,422,423
Glenn County Local Transportation Commission	196,059	160,970	6,665	363,694
Humboldt County Association of Governments	898,383	737,600	561,145	2,197,128
Imperial County Transportation Commission	1,255,876	1,031,113	79,574	2,366,563
Inyo County Local Transportation Commission	126,830	104,131	0	230,961
Kern Council of Governments	6,262,654	5,141,829	731,686	12,136,169
Kings County Association of Governments	1,038,368	852,532	188,258	2,079,158
Lake County/City Council of Governments	451,082	370,352	34,259	855,693
Lassen County Local Transportation Commission	184,490	151,472	12,520	348,482
Los Angeles County Metropolitan Transportation Authority	66,435,520	54,545,583	167,301,517	288,282,620
Madera County Local Transportation Commission	1,123,820	922,690	58,011	2,104,521
Mariposa County Local Transportation Commission	113,768	93,407	2,236	209,411
Mendocino Council of Governments	598,294	491,218	58,486	1,147,998
Merced County Association of Governments	1,986,551	1,631,019	226,036	3,843,606
Modoc County Local Transportation Commission	57,181	46,948	10,642	114,771
Mono County Local Transportation Commission	84,296	69,210	272,140	425,646
Transportation Agency for Monterey County	2,949,599	2,421,710	1,605,916	6,977,225
Nevada County Local Transportation Commission	675,229	554,384	181,114	1,410,727
Orange County Transportation Authority	21,365,830	17,541,997	10,377,446	49,285,273
Placer County Transportation Planning Agency	2,235,915	1,835,754	679,748	4,751,417
Plumas County Local Transportation Commission	124,743	102,418	400	227,561
Riverside County Transportation Commission	16,929,685	13,899,786	5,021,777	35,851,248
Council of San Benito County Governments	459,984	377,660	11,165	848,809
San Bernardino County Transportation Authority	14,970,248	12,291,029	5,440,859	32,702,136
San Joaquin Council of Governments	5,538,665	4,547,412	2,032,203	12,118,280
San Luis Obispo Area Council of Governments	1,885,844	1,548,335	255,877	3,690,056
Santa Barbara County Association of Governments	3,005,105	2,467,283	1,047,276	6,519,664
Santa Cruz County Transportation Commission	1,763,114	1,447,570	3,365,685	6,576,369
Shasta Regional Transportation Agency	1,228,680	1,008,784	84,569	2,322,033
Sierra County Local Transportation Commission	21,294	17,483	858	39,635
Siskiyou County Local Transportation Commission	291,431	239,274	40,680	571,385
Stanislaus Council of Governments	3,762,740	3,089,324	276,387	7,128,451
Tehama County Transportation Commission	437,380	359,102	235,625	1,032,107
Trinity County Transportation Commission	107,001	87,851	3,105	197,957
Tulare County Association of Governments	3,306,552	2,714,779	469,440	6,490,771
Tuolumne County Transportation Council	366,259	300,710	155,316	822,285
Ventura County Transportation Commission	5,566,901	4,570,595	1,757,686	11,895,182
Subtotals	$ 267,355,500	$ 219,507,000		
State Totals		$ 486,862,500	$ 486,862,500	$ 973,725,000

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE
PUC 99314 ALLOCATION DETAIL
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity and Operator(s)	Revenue Basis	PUC 99314 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99314 Allocation RTC 6051.8(b), 6201.8(b)	Total Allocation
		A	B	C = (A + B)
Altamont Corridor Express*				
Alameda County Congestion Management Agency	$ NA	$ 136,665	$ 112,206	$ 248,871
Santa Clara Valley Transportation Authority	NA	100,700	82,678	183,378
San Joaquin Regional Rail Commission	NA	481,923	395,673	877,596
Regional Entity Totals	0	719,288	590,557	1,309,845
	0	(719,288)	(590,557)	(1,309,845)
Metropolitan Transportation Commission				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	1,973,591,565	86,131,767	70,716,802	156,848,569
Central Contra Costa Transit Authority	16,695,001	728,606	598,207	1,326,813
City of Dixon	94,157	4,109	3,374	7,483
Eastern Contra Costa Transit Authority	9,715,304	423,997	348,114	772,111
City of Fairfield	379,458	16,560	13,597	30,157
Golden Gate Bridge Highway and Transportation District	228,719,020	9,981,788	8,195,352	18,177,140
Livermore-Amador Valley Transit Authority	7,975,047	348,048	285,758	633,806
Marin County Transit District	29,370,616	1,281,797	1,052,394	2,334,191
Napa Valley Transportation Authority	3,543,762	154,657	126,978	281,635
Peninsula Corridor Joint Powers Board	202,005,768	8,815,965	7,238,175	16,054,140
City of Petaluma	1,014,250	44,264	36,342	80,606
City of Rio Vista	14,149	617	507	1,124
San Francisco Bay Area Water Emergency Transportation Authority	63,046,303	2,751,476	2,259,045	5,010,521
San Mateo County Transit District	134,663,601	5,877,008	4,825,203	10,702,211
Santa Clara Valley Transportation Authority	490,753,694	21,417,543	17,584,455	39,001,998
City of Santa Rosa	2,472,875	107,922	88,607	196,529
Solano County Transit	5,093,352	222,285	182,503	404,788
County of Sonoma	3,567,616	155,698	127,833	283,531
Sonoma-Marin Area Rail Transit District	45,747,786	1,996,531	1,639,213	3,635,744
City of Union City	1,751,265	76,429	62,751	139,180
City of Vacaville	1,296,002	56,560	46,438	102,998
Western Contra Costa Transit Authority	10,356,008	451,958	371,072	823,030
Regional Entity Subtotals	3,231,866,599	141,045,585	115,802,720	256,848,305
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	136,665	112,206	248,871
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	100,700	82,678	183,378
Regional Entity Totals	3,231,866,599	141,282,950	115,997,604	257,280,554
Sacramento Area Council of Governments				
City of Davis (Unitrans)	6,355,054	277,348	227,711	505,059
County of Sacramento	1,158,346	50,553	41,505	92,058
Sacramento Regional Transit System	101,239,659	4,418,316	3,627,572	8,045,888
West Sacramento	314,910	13,743	11,284	25,027
Yolo County Transportation District	4,385,074	191,374	157,124	348,498
Yuba Sutter Transit Authority	1,289,789	56,289	46,215	102,504
Regional Entity Totals	114,742,832	5,007,623	4,111,411	9,119,034

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE
PUC 99314 ALLOCATION DETAIL
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity and Operator(s)	Revenue Basis	PUC 99314 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99314 Allocation RTC 6051.8(b), 6201.8(b)	Total Allocation
		A	B	C = (A + B)
San Diego Association of Governments				
North County Transit District	45,710,915	1,994,922	1,637,892	3,632,814
San Diego Metropolitan Transit System				
San Diego Metropolitan Transit System	35,652,830	1,555,966	1,277,495	2,833,461
San Diego Transit Corporation	63,516,587	2,772,000	2,275,896	5,047,896
San Diego Trolley, Inc.	56,474,453	2,464,666	2,023,566	4,488,232
Regional Entity Totals	155,643,870	6,792,632	5,576,957	12,369,589
Southern California Regional Rail Authority***				
Los Angeles County Metropolitan Transportation Authority	NA	7,021,533	5,764,892	12,786,425
Orange County Transportation Authority	NA	2,701,937	2,218,372	4,920,309
Riverside County Transportation Commission	NA	1,465,457	1,203,185	2,668,642
San Bernardino County Transportation Authority	NA	1,515,293	1,244,102	2,759,395
Ventura County Transportation Commission	NA	765,055	628,134	1,393,189
Regional Entity Totals	0	13,469,275	11,058,685	24,527,960
	0	(13,469,275)	(11,058,685)	(24,527,960)
Tahoe Regional Planning Agency				
Tahoe Transportation District	137,433	5,998	4,924	10,922
Alpine County Transportation Commission				
County of Alpine	5,595	244	200	444
Amador County Transportation Commission				
Amador Transit	202,184	8,824	7,245	16,069
Butte County Association of Governments				
Butte Regional Transit	1,478,106	64,508	52,963	117,471
City of Gridley - Specialized Service	29,496	1,287	1,057	2,344
Regional Entity Totals	1,507,602	65,795	54,020	119,815
Calaveras County Local Transportation Commission				
Calaveras Transit Agency	77,805	3,396	2,788	6,184
Colusa County Local Transportation Commission				
County of Colusa	60,432	2,637	2,165	4,802
Del Norte County Local Transportation Commission				
Redwood Coast Transit Authority	127,859	5,580	4,581	10,161
El Dorado County Local Transportation Commission				
El Dorado County Transit Authority	1,184,566	51,697	42,445	94,142

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE
PUC 99314 ALLOCATION DETAIL
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity and Operator(s)	Revenue Basis	PUC 99314 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99314 Allocation RTC 6051.8(b), 6201.8(b)	Total Allocation
		A	B	C = (A + B)
Fresno County Council of Governments				
City of Clovis	2,572,033	112,249	92,160	204,409
City of Fresno	15,422,542	673,073	552,613	1,225,686
Fresno County Rural Transit Agency	2,284,634	99,706	81,862	181,568
Regional Entity Totals	20,279,209	885,028	726,635	1,611,663
Glenn County Local Transportation Commission				
County of Glenn Transit Service	83,874	3,660	3,005	6,665
Humboldt County Association of Governments				
Humboldt Transit Authority	7,060,767	308,147	252,998	561,145
Imperial County Transportation Commission				
Imperial County Transportation Commission	980,234	42,780	35,123	77,903
Quechan Indian Tribe	21,028	918	753	1,671
Regional Entity Totals	1,001,262	43,698	35,876	79,574
Inyo County Local Transportation Commission	None	None	None	None
Kern Council of Governments				
City of Arvin	51,212	2,235	1,835	4,070
City of California City	614	27	22	49
City of Delano	231,867	10,119	8,308	18,427
Golden Empire Transit District	6,024,068	262,903	215,852	478,755
County of Kern	1,461,488	63,782	52,367	116,149
City of McFarland	0	0	0	0
City of Ridgecrest	293,664	12,816	10,522	23,338
City of Shafter	535,372	23,365	19,183	42,548
City of Taft	584,375	25,503	20,939	46,442
City of Tehachapi	3,638	159	130	289
City of Wasco	20,374	889	730	1,619
Regional Entity Totals	9,206,672	401,798	329,888	731,686
Kings County Association of Governments				
City of Corcoran	198,578	8,666	7,115	15,781
Kings County Area Public Transit Agency	2,170,251	94,714	77,763	172,477
Regional Entity Totals	2,368,829	103,380	84,878	188,258
Lake County/City Council of Governments				
Lake Transit Authority	431,081	18,813	15,446	34,259
Lassen County Local Transportation Commission				
Lassen Transit Service Agency	157,532	6,875	5,645	12,520

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE
PUC 99314 ALLOCATION DETAIL
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity and Operator(s)	Revenue Basis	PUC 99314 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99314 Allocation RTC 6051.8(b), 6201.8(b)	Total Allocation
		A	B	C = (A + B)
Los Angeles County Metropolitan Transportation Authority				
Antelope Valley Transit Authority	28,581,550	1,247,360	1,024,121	2,271,481
City of Arcadia	2,191,873	95,658	78,538	174,196
City of Burbank	4,968,057	216,817	178,013	394,830
City of Claremont	384,163	16,766	13,765	30,531
City of Commerce	5,025,738	219,334	180,080	399,414
City of Culver City	18,661,737	814,438	668,679	1,483,117
Foothill Transit	68,786,695	3,001,999	2,464,732	5,466,731
City of Gardena	19,072,737	832,375	683,405	1,515,780
City of Glendale	14,209,151	620,118	509,136	1,129,254
City of La Mirada	1,262,442	55,096	45,235	100,331
Long Beach Public Transportation Company	73,685,203	3,215,780	2,640,253	5,856,033
City of Los Angeles	165,931,791	7,241,619	5,945,590	13,187,209
County of Los Angeles	4,941,937	215,677	177,077	392,754
Los Angeles County Metropolitan Transportation Authority	1,399,311,985	61,068,980	50,139,485	111,208,465
City of Montebello	23,739,136	1,036,027	850,610	1,886,637
City of Norwalk	13,253,026	578,390	474,876	1,053,266
City of Pasadena	12,918,006	563,769	462,872	1,026,641
City of Redondo Beach	3,908,722	170,585	140,055	310,640
City of Santa Clarita	18,950,069	827,022	679,010	1,506,032
City of Santa Monica	44,801,402	1,955,229	1,605,303	3,560,532
Southern California Regional Rail Authority***	308,630,010	NA	NA	NA
City of Torrance	19,644,464	857,327	703,891	1,561,218
Regional Entity Subtotals	2,252,859,894	84,850,366	69,664,726	154,515,092
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	7,021,533	5,764,892	12,786,425
Regional Entity Totals	2,252,859,894	91,871,899	75,429,618	167,301,517
Madera County Local Transportation Commission				
City of Chowchilla	73,302	3,199	2,627	5,826
City of Madera	565,149	24,664	20,250	44,914
County of Madera	91,485	3,993	3,278	7,271
Regional Entity Totals	729,936	31,856	26,155	58,011
Mariposa County Local Transportation Commission				
County of Mariposa	28,132	1,228	1,008	2,236
Mendocino Council of Governments				
Mendocino Transit Authority	735,908	32,117	26,369	58,486
Merced County Association of Governments				
Transit Joint Powers Authority of Merced County	1,643,603	71,730	58,893	130,623
Yosemite Area Regional Transportation System (YARTS)	1,200,567	52,395	43,018	95,413
Regional Entity Totals	2,844,170	124,125	101,911	226,036

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE
PUC 99314 ALLOCATION DETAIL
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity and Operator(s)	Revenue Basis	PUC 99314 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99314 Allocation RTC 6051.8(b), 6201.8(b)	Total Allocation
		A	B	C = (A + B)
Modoc County Local Transportation Commission				
Modoc Transportation Agency	133,912	5,844	4,798	10,642
Mono County Local Transportation Commission				
Eastern Sierra Transit Authority	3,424,272	149,443	122,697	272,140
Transportation Agency for Monterey County				
Monterey-Salinas Transit District	20,206,889	881,872	724,044	1,605,916
Nevada County Local Transportation Commission				
County of Nevada	308,911	13,482	11,069	24,551
City of Truckee	1,969,992	85,975	70,588	156,563
Regional Entity Totals	2,278,903	99,457	81,657	181,114
Orange County Transportation Authority				
City of Anaheim	1,550,000	67,645	55,539	123,184
City of Laguna Beach	4,023,717	175,604	144,176	319,780
Orange County Transportation Authority	63,092,252	2,753,481	2,260,692	5,014,173
Regional Entity Subtotals	68,665,969	2,996,730	2,460,407	5,457,137
Orange County Transportation Authority - Corresponding to SCRRA***	NA	2,701,937	2,218,372	4,920,309
Regional Entity Totals	68,665,969	5,698,667	4,678,779	10,377,446
Placer County Transportation Planning Agency				
City of Auburn	61,956	2,704	2,220	4,924
County of Placer	7,137,582	311,499	255,750	567,249
City of Roseville	1,353,589	59,074	48,501	107,575
Regional Entity Totals	8,553,127	373,277	306,471	679,748
Plumas County Local Transportation Commission				
County Service Area 12 - Specialized Service	5,035	220	180	400
County of Plumas	0	0	0	0
Regional Entity Totals	5,035	220	180	400
Riverside County Transportation Commission				
City of Banning	184,717	8,061	6,619	14,680
City of Beaumont	508,237	22,181	18,211	40,392
City of Corona	245,364	10,708	8,792	19,500
Palo Verde Valley Transit Agency	148,631	6,487	5,326	11,813
City of Riverside - Specialized Service	343,574	14,994	12,311	27,305
Riverside Transit Agency	14,923,450	651,291	534,730	1,186,021
Sunline Transit Agency	13,255,010	578,477	474,947	1,053,424
Regional Entity Subtotals	29,608,983	1,292,199	1,060,936	2,353,135
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	1,465,457	1,203,185	2,668,642
Regional Entity Totals	29,608,983	2,757,656	2,264,121	5,021,777

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE
PUC 99314 ALLOCATION DETAIL
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity and Operator(s)	Revenue Basis	PUC 99314 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99314 Allocation RTC 6051.8(b), 6201.8(b)	Total Allocation
		A	B	C = (A + B)
Council of San Benito County Governments				
San Benito County Local Transportation Authority	140,490	6,131	5,034	11,165
San Bernardino County Transportation Authority				
Morongo Basin Transit Authority	1,192,362	52,037	42,724	94,761
Mountain Area Regional Transit Authority	2,238,008	97,671	80,191	177,862
City of Needles	71,649	3,127	2,567	5,694
Omnitrans	25,431,586	1,109,889	911,253	2,021,142
Victor Valley Transit Authority	4,806,678	209,774	172,231	382,005
Regional Entity Subtotals	33,740,283	1,472,498	1,208,966	2,681,464
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	1,515,293	1,244,102	2,759,395
Regional Entity Totals	33,740,283	2,987,791	2,453,068	5,440,859
San Joaquin Council of Governments				
Altamont Corridor Express *	16,481,492	NA	NA	NA
City of Escalon	148,134	6,465	5,308	11,773
City of Lathrop	404	18	14	32
City of Lodi	863,471	37,684	30,939	68,623
City of Manteca	65,380	2,853	2,343	5,196
City of Ripon	39,449	1,722	1,414	3,136
San Joaquin Regional Transit District	13,259,919	578,691	475,123	1,053,814
City of Tracy	151,407	6,608	5,425	12,033
Regional Entity Subtotals	31,009,656	634,041	520,566	1,154,607
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	481,923	395,673	877,596
Regional Entity Totals	31,009,656	1,115,964	916,239	2,032,203
San Luis Obispo Area Council of Governments				
San Luis Obispo Regional Transit Authority	1,730,430	75,520	62,004	137,524
City of San Luis Obispo Transit	1,489,211	64,992	53,361	118,353
Regional Entity Totals	3,219,641	140,512	115,365	255,877
Santa Barbara County Association of Governments (SBCAG)				
City of Guadalupe	26,529	1,158	951	2,109
City of Lompoc	230,212	10,047	8,249	18,296
Santa Barbara County Association of Governments (SBCAG)	1,702,792	74,313	61,014	135,327
Santa Barbara Metropolitan Transit District	10,388,371	453,371	372,231	825,602
City of Santa Maria	683,085	29,811	24,476	54,287
City of Solvang	146,647	6,400	5,255	11,655
Regional Entity Totals	13,177,636	575,100	472,176	1,047,276

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
STATE TRANSIT ASSISTANCE
PUC 99314 ALLOCATION DETAIL
FISCAL YEAR 2026-27 - AUGUST ESTIMATE
JULY 31, 2026

Regional Entity and Operator(s)	Revenue Basis	PUC 99314 Allocation RTC 7102(a)(3), 6051.8(a), 6201.8(a)	PUC 99314 Allocation RTC 6051.8(b), 6201.8(b)	Total Allocation
		A	B	C = (A + B)
Santa Cruz County Transportation Commission				
Santa Cruz Metropolitan Transit District	42,349,680	1,848,231	1,517,454	3,365,685
Shasta Regional Transportation Agency				
Redding Area Bus Authority	1,064,111	46,440	38,129	84,569
Sierra County Local Transportation Commission				
County of Sierra - Specialized Service	10,791	471	387	858
Siskiyou County Local Transportation Commission				
County of Siskiyou	511,872	22,339	18,341	40,680
Stanislaus Council of Governments				
Stanislaus Regional Transit Authority	2,717,947	118,617	97,388	216,005
City of Turlock	759,774	33,158	27,224	60,382
Regional Entity Totals	3,477,721	151,775	124,612	276,387
Tehama County Transportation Commission				
County of Tehama	2,964,814	129,391	106,234	235,625
Trinity County Transportation Commission				
County of Trinity	39,073	1,705	1,400	3,105
Tulare County Association of Governments				
City of Porterville	276,020	12,046	9,890	21,936
Tulare County Regional Transit Agency	865,820	37,786	31,024	68,810
City of Visalia	4,765,029	207,956	170,738	378,694
Regional Entity Totals	5,906,869	257,788	211,652	469,440
Tuolumne County Transportation Council				
Tuolumne County Transit Agency	1,954,300	85,290	70,026	155,316
Ventura County Transportation Commission				
City of Camarillo	156,050	6,810	5,592	12,402
Gold Coast Transit District	3,721,985	162,435	133,364	295,799
City of Moorpark	73,264	3,197	2,625	5,822
City of Simi Valley	394,475	17,216	14,135	31,351
City of Thousand Oaks	240,615	10,501	8,622	19,123
Regional Entity Subtotals	4,586,389	200,159	164,338	364,497
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	765,055	628,134	1,393,189
Regional Entity Totals	4,586,389	965,214	792,472	1,757,686
STATE TOTALS	$ 6,126,085,374	$ 267,355,500	$ 219,507,000	$ 486,862,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Metropolitan Transit System

Revised

Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Board Policy No. 44 (MTS Travel Expense Policy) – Policy Revision

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) approve the proposed revisions to MTS Board Policy No. 44 (MTS Travel Expense Policy) (in substantially the same format as Attachment A).

Budget Impact

None.

DISCUSSION:

MTS Policy No. 44 provides guidelines for MTS employees' and Board members' business travel for industry-related professional conferences and meetings. MTS staff updates this policy periodically for clarification purposes and changes to travel trends, and the attachments are updated by staff annually to incorporate adjustments to IRS directed mileage reimbursement rates and High-Cost Localities.

Proposed Policy Updates

The existing travel policy reimburses MTS employees and Board members for standard coach airfare. However, it does not specify whether the agency will reimburse optional seat selection fees or checked bag fees. Selection of a seat was previously included in a standard coach airfare for most airlines. Also, for some airlines, the first checked bag was also included in a standard coach airfare ticket. Current airline trends include the creation of additional fare classes that, depending on the airline, require an extra cost to select a seat at the time an airline reservation is booked or require extra costs to check a bag.

The proposed policy change clarifies that MTS employees and Board members' travel reimbursement may include the cost of selecting a standard seat in advance and the cost for the first checked bag. It also clarifies that costs for upgraded seating or premium seat options

(including extra leg room, premium economy, exit row seating with additional space, or other enhanced seating options) are not eligible for MTS reimbursement. The proposed changes also include updates regarding non-reimbursement for airfare purchased with miles and early check-in benefits.

The proposed revisions (designated in *italics*), in Section 44.11 (Reasonable Travel Expenses), subsection b, are as follows:

> Air Travel. Air travel should be coach class for the most direct route. *MTS will reimburse the cost of a fare class that allows the traveler to choose their seat assignment at the time of booking. However, reimbursement is not allowed for upgraded seat assignments (e.g. extra leg room, seating near front of plane, etc.).* Traveler arrangements should be made as far as possible in advance in order to secure the most favorable rates. MTS will cover the cost if it is more cost effective (i.e., difference in airfare as compared to the additional cost for hotel and meals) to include a Saturday stay. Travelers should consider this option when practical. Refundable airfares may be purchased if warranted. *Airfare purchased with miles or points is not reimbursable. Early check-in benefit options are not eligible for reimbursement. MTS will reimburse the first checked bag for all business travel.*

Revisions to Section 44.11 (Reasonable Travel Expenses), subsection j, Hotel, are also proposed to remove the specific IRS Notice from 2022 that identified a list of "high-cost localities" and instead identify that this list is published by the IRS on an annual basis and that Attachment F to Policy No. 44 will be updated each year with the latest IRS list of high-cost localities.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Proposed Revisions to MTS Board Policy No. 44 (red-lined version)

Metropolitan Transit System

Policies and Procedures No. 44

Board Approval: 9/~~14/23~~17/2026

SUBJECT:

TRAVEL POLICY

PURPOSE:

To establish guidelines for San Diego Metropolitan Transit System (MTS) employees and MTS Board of Director (Board) members travelling on behalf of MTS. Attendance at relevant industry and professional conferences is an important facet of employee and Board member understanding of transit issues, emerging trends, and the ongoing professional development of staff.

POLICY:

44.1 Applicability. This policy applies to all MTS agencies including MTS, San Diego Transit Corporation, San Diego Trolley, Inc., and San Diego and Arizona Eastern Railway Co.

44.2 Board Member Attendance. MTS and its customers benefit from Board member engagement in state and national transit-related association activities such as those organized by the California Transit Association (CTA) and the American Public Transit Association (APTA). Each Board member is encouraged to attend one transit-related conference annually. The Chief Executive Officer (CEO) will survey the Board members annually to ascertain their interest in attending conferences. Budget, Brown Act, and other considerations may limit the number of Board members who may attend any given conference or meeting.

44.3 Travel by Board Member Alternate. Board alternates may attend one of the transit-related conferences, conditioned on the following:

a. They are attending in the place of the regular member.

b. They attended 50 percent or more of the Board meetings in the past 12 months, or since appointment, whichever time is shortest.

44.4 Employee Attendance. Employees are encouraged to attend transit conferences, seminars, and training classes pertaining to their respective disciplines.

44.5 Other Meetings. Consistent with 44.2 through 44.4, full reimbursement will be provided to any Board member or employee who is active on a CTA or APTA committee for travel and expenses related to a committee meeting. Other transit-related conferences or meetings may also merit attendance. Examples include meetings of the California Transportation Commission and legislative hearings. In such cases, the Chairperson (in the case of Board members) or the CEO (in the case of employees) will determine whether attendance is desirable, consider the remaining available travel budget, and decide who should attend.

44.6 Board Member Travel Arrangements. Board members will be notified in advance of conference details and basic travel arrangements such as arrival and departure dates and times, cost of the trip, date that members need to notify MTS of their interest in attending, and any potential cost impacts for changes made after that date. Board members desiring different travel arrangements will be financially responsible for any costs over and above those determined for the basic trip. Board members shall be notified in sufficient time to make changes with advance reservation discounts.

44.7 Travel Authorization. Employees traveling for work relating to or for the benefit of MTS must request advance approval through a “Travel Authorization Form” (Attachment A). The form must be completed and approved as soon as the need for travel is known, and if possible, at least two weeks prior to the trip. The requests shall be approved as follows: department managers or directors, Chief Operating Officer(s) (COO), Chief Financial Officer (CFO), and/or General Counsel. All requests must be approved by the CEO regardless of amount. After CEO approval, the request form will be routed back to the Finance Department. Finance will send a copy of the “Travel Authorization Form” to the traveler and keep the original as backup for a pending “Travel Expense Report.”

This authorization form is a required step for reimbursement of travel expenses but will not by itself serve as the basis for reimbursement of travel costs, as reimbursement requests shall be made on a “Travel Expense Report” described in Section 44.8 and shown in Attachment C. Travel reservations will be made by the individual traveler or individuals as designated by the COO or CEO.

44.8 Expense Report. The “Travel Expense Report” portion of the form will be used to record actual trip expenses, and should be completed within two weeks from the return date. For employees, a department manager or director must indicate approval of the expenses (CEO approval for direct report travel; CEO, General Counsel, or CFO approval for Board member travel; and General Counsel approval of CEO travel). The form is routed to the Finance Department for processing, with a personal check attached for any funds due to MTS (if MTS direct expenses or travel advances exceed the total amount due). Failure to submit expense reports within this timeframe may result in not being reimbursed or collection actions taken if money is owed to MTS. Extensions may be granted by the CEO. For Board members, MTS will work with the Board member or their staff

to assist them in preparing and approving this report. All expenses should be itemized, including items MTS may have paid for in advance (e.g., airfare, conference registration) so that the report provides a complete record of all expenses. It is the traveler's responsibility to submit a completed report in order to receive prompt reimbursement.

44.9 Receipts. Itemized receipts for expenditures must be attached to the "Travel Expense Report" for all expenses where a receipt is practically attainable (mandatory, unless a written satisfactory explanation is provided for expenses in excess of $10). Such written explanations may be subjected to approval by the CEO. Hotel charges must be evidenced by an itemized hotel bill, as a credit card receipt is not sufficient.

44.10 Travel Advances. Travel advances are provided on a case-by-case basis and approved by the CFO and/or CEO. A travel advance is a loan that provides cash resources to assist the employee while traveling and is not a payment by MTS for travel expenses. Persons requesting that MTS provide advance proceeds must request approval using the "Travel Advance Request" (Attachment B). This form must be completed and approved at least two weeks prior to the trip taking place, and advances will typically be distributed one week prior to the departure date. Any travel advance shall not exceed the total estimated amount of the trip less any items paid by MTS.

Travel costs incurred prior to departure may be reimbursed when paid. An example is a traveler paying for conference registration or booking and paying for air travel personally several weeks in advance. Reimbursements for these costs are not considered an advance. These items should be included on a "Request for Payment/Payment Voucher" or "Travel Expense Report" and only after the "Travel Authorization Request" has been approved.

44.11 Reasonable Travel Expenses. MTS reimburses for reasonable costs necessarily incurred for work travel in accordance with the terms of this policy and does not provide a per diem allowance. Itemized receipts for all meals, hotel, airfare, registration, etc must be provided. The following expenditure guidelines and the Annual Travel Cost Rates set by MTS (rates for the current calendar year are attached as Attachment E) should be observed as upper limits unless particular circumstances reasonably dictate otherwise:

a. Upper Limits. Upper limits for meals, hotels, and similar costs will be updated, approved by the CEO, and published annually. See Attachment E for the current calendar year rates.

b. Air Travel. Air travel should be coach class for the most direct route. MTS will reimburse the cost of a fare class that allows the traveler to choose their seat assignment at the time of booking. However, reimbursement is not allowed for upgraded seat assignments (e.g. extra leg room, seating near front of plane, etc.). Traveler arrangements should be made as far as possible in

advance in order to secure the most favorable rates. MTS will cover the cost if it is more cost effective (i.e., difference in airfare as compared to the additional cost for hotel and meals) to include a Saturday stay. Travelers should consider this option when practical. Refundable airfares may be purchased if warranted. Airfare purchased with miles or points is not reimbursable. Early check-in benefit options are not eligible for reimbursement. MTS will reimburse the first checked bag for all business travel.

c. Personal Auto Use. In the event that a private auto is used for the trip, mileage will be paid in accordance with the current IRS Mileage Reimbursement Rates. Maximum reimbursement shall not exceed the cost of a comparable coach airfare to the same location.

d. Ground Transportation. In using surface transportation, the most practical, least expensive alternative should be utilized. Such transportation includes travel to and from the airport and reasonable business-related trips at the location. Travelers are encouraged to utilize public transportation where available.

1. Parking. MTS will reimburse the lesser of the parking cost for a personal auto left at the airport or the cost of a shuttle service, taxi, or ride share service to and from the airport. If a specific option is not feasible given the time of travel or other personal circumstances, a waiver should be requested.

f. Personal Travel. A traveler may wish to combine MTS-related travel with personal travel or include family members in the trip. If personal travel is included within the trip, it must be notated on the "Travel Authorization Form." For trips that include personal travel, MTS will reimburse the cost equivalent to a single-person roundtrip for the most direct route between San Diego and the business travel location. MTS will not advance any payments to cover personal travel.

g. Rental Car. The use of rental cars must be preapproved as part of the "Travel Authorization Form." In the event a rental car is required, MTS will reimburse rental car charges for up to a reasonably priced standard-size sedan, unless the nature of the travel or the number of employees traveling warrants a larger vehicle. The traveler will be responsible for the cost difference, if any, for any vehicle upgrades over a standard-size sedan. MTS will not reimburse for rental car insurance coverage since employees are included under MTS's general automobile insurance coverage.

h. Meals (While in Travel Status). Meals, including tip, shall generally average no more than the maximum rate approved and published annually. Alcohol consumed with a meal is not

reimbursable, including applicable taxes and tips related to the alcohol cost. The amount per day applies to each 24-hour day of travel, and partial days would be prorated accordingly. Exceptions to the maximum rates must be approved by the CEO or General Counsel.

i. Business Meal. Reasonable business (involving outside persons or when necessary to conduct MTS-related business) meals are permitted. All such meals must be itemized, including the names of all attendees, with justification.

j. Hotel. Travelers will be reimbursed for the cost of a reasonably priced single-occupancy hotel room. The maximum reimbursement is limited to the rate approved and published in this Policy (Attachment E). Annually, the IRS ~~Notice 2022-44 (Attachment F) provides~~publishes a list of high-cost localities and timeframes in which maximum limits are eligible for reimbursement. (Attachment F). However, travelers are not required to stay in unsafe locations or locations that would result in long commutes to their meetings simply to meet those limits. These maximum limits do not apply if the traveler is staying at a hotel where a conference is being held. The CEO may authorize a waiver of the maximum limits in the event (1) the conference hotel is fully booked and the traveler stays at a nearby hotel with a rate reasonably comparable to the conference hotel rate; or (2) a safe and convenient hotel within the maximum rates is not identified within reasonable proximity to the meeting or event necessitating the business travel.

k. Other Business-Related Expenses. Other business-related expenses while traveling such as supplies, equipment rental, reprographics, facsimiles, internet access, and other documented business-related expenses may be reimbursed when traveling on MTS business and used for MTS purposes.

l. Travel Outside of the U.S. Reimbursement for travel outside the U.S. will be calculated at the average exchange rate during the trip. All reimbursement for any Value Added Taxes charged for hotel accommodations must be returned to MTS.

m. Registration. Travelers requesting to attend a conference or training that requires registration should do so in sufficient time to take advantage of any discounts.

n. Additional Conference Events or Costs. Conference luncheons, special banquets, or other set-price official affairs that exceed the actual cost listed under meals may be reimbursed if they are necessary to the attendance of the conference and must be authorized in advance with the submission of the “Travel Authorization Form”.

o. Cancellation Penalties. In the event that registration, airfare, hotel deposit, or any other such items that require prepayment are paid and the traveler is unable to attend and the prepayment is nonrefundable, then the traveler may be responsible for reimbursing MTS for the full cost unless the inability to attend is for valid business reasons, medical conditions, or personal emergencies, as approved by the CEO for employees or by the Executive Committee for Board members.

p. Non-allowable Expenses. MTS will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, movies in hotels, personal items, charitable contributions, air travel insurance, any travel expenses for family members (including but not limited to transportation, hotels, and meals), or any other expenses not deemed necessary for business purposes.

q. Political Events. MTS will not provide reimbursement for expenses incurred for the purpose of attending political events. An event shall be considered "political" if it is held for the purpose of supporting, opposing, or raising money to support or oppose any candidate, ballot measure, or political party.

r. Non-Discrimination. MTS will not provide any reimbursement for expenses incurred with any private club or establishment that discriminates on the basis of race, color, national origin, disability, gender, religion, sexual orientation, or other legally protected characteristic or class in its membership policy.

Exceptions to these guidelines must be approved by the CEO for employees and by the Executive Committee for Board members.

44.12 Within-Area Expenses. The form entitled "Expense Report (within area expenses)" (see Attachment D) must be used to record any eligible expenses. This report applies to expenses incurred within the San Diego County area only.

a. Submittal of Form. Employees must submit this form together with receipts after applicable expenses are incurred.

b. Eligible Expenses. Eligible expenses must be related to and necessary for carrying out MTS business. They may include, but not be limited to, business meals or meetings, mileage, parking, or other miscellaneous out-of-pocket expenses related to MTS business. The CEO or CFO may, in their judgment, disallow any extraordinary or inappropriate expenses. Whenever possible, local travel should be by public transportation. If it is impractical to use public transit, an MTS vehicle or private auto should be used.

c. Description and Purpose. The report should include the date, description / purpose (including destination), and the applicable

department / account code (if operations) or the applicable project / task detail (if capital).

d. Approvals. All necessary approvals must be obtained in advance and the completed form must be submitted to the Finance Department within one week after expenses are incurred.

44.13 Non-Exempt Employee Travel Time Compensation Guidelines

a. Travel Time. MTS pays non-exempt employees for travel time in accordance with the Fair Labor Standards Act (FLSA).

b. Home to Work Travel. In general, the time an employee spends commuting from home to work and from work to home is not work time and is not compensable.

c. Single-Day Travel. Time spent by a non-exempt employee in travel as part of his or her normal work activities (travel is performed for the benefit of MTS and at its request), such as travel to a seminar during regular working hours, is considered hours worked. If the employee is required to travel to another city and return home in the same day, the travel time to and from the other city is considered hours worked regardless whether the travel occurs within the employee's normal work schedule or by common carrier. However, meal periods and the travel time between the employee's home and the point of public transportation (i.e. airport, train station) are not considered hours worked.

d. Overnight Travel. Travel by a non-exempt employee who (at the request and for the benefit of MTS) will be away from home overnight is work time only during those periods that coincide with the employee's regular working hours (i.e. Monday through Friday 9 a.m. to 5 p.m.). Such time is counted as hours worked even if it occurs on a non-working day (i.e. Saturday or Sunday between 9 a.m. and 5 p.m.). Travel outside regular working hours as a passenger in a plane, train, boat, bus or automobile is not considered hours worked. Driving a vehicle, regardless of whether the travel takes place within or outside normal work hours, counts as hours worked if it is for the benefit of MTS. (If an employee drives a car as a matter of personal preference in lieu of a different authorized mode of travel, only the estimated travel time associated with the authorized mode will be counted as hours worked.) To the extent that an employee performs work while traveling (i.e. preparing for a meeting, reviewing documents, making telephone calls), this time constitutes hours worked even if the travel time would otherwise not be compensable. Regular meal periods and time spent at a hotel with freedom to use time for the employee's own purposes is not compensable. The employee will not be compensated for time not working even if it occurs within the employee's regular work schedule (i.e. employee goes sightseeing).

e. Non-exempt employees shall record and report all hours worked in accordance with the above guidelines. Overtime will be paid to the extent that hours worked, including travel hours specified above, exceed

40 hours in a workweek. If you have any questions, please contact Human Resources.

POLICY.44.TRAVEL EXPENSE POLICY

Attachments:
A. Travel Authorization Form
B. Travel Advance Request
C. Travel Expense Report
D. Expense Report (within-area expenses)
E. Annual Travel Cost Rates
F. IRS ~~Notice 2022-44~~List of High-Cost Localities

Original Policy approved on 8/12/93.
Policy amended on 10/27/94.
Policy revised on 4/29/04.
Policy revised on 1/26/06.
Policy revised on 7/19/07.
Policy revised on 6/24/10.
Attachments updated by Staff 1/16/13.
Policy and attachments revised on 9/12/13.
Attachments updated by Staff 7/24/14.
Attachments updated by Staff 5/18/15.
Attachments updated by Staff 2/2/16.
Policy and attachments revised on 1/19/17.
Attachments updated by Staff 6/21/17.
Policy and attachments revised on 09/14/23
Attachments updated by Staff 1/09/24
Attachments updated by Staff 01/02/25
Attachments updated by Staff 01/06/2025
Policy and attachments revised on 9/17/26

(Revised 07.29.2026)

TRAVEL AUTHORIZATION FORM

(complete this form first, before any travel expenses are incurred)

☐ MTS
☐ SDTC
☐ SDTI

PART I - EMPLOYEE INFORMATION

Report Date: 8/28/2026

Employee Name:

Title:

Department Name:

Travel Dates:

Meeting Name/Purpose:

Costs to be charged to:

Department/Acct Code:
OPERATIONS ONLY

Project/Task Detail:
CIP ONLY

Location:

☐ Check this box if travel expenses are to be partially or fully paid by a third party vendor.

PART II - TOTAL ESTIMATED EXPENSES

Transportation

Air
Train
Car *Mileage rate = .76¢ / mile* *Rental car insurance is not reimbursable*

Total Transportation	$	-

Shuttles / Taxi / Parking

Lodging

Days
Rate

Total Lodging	$	-

Meals

Days
Rate

Total Meals	$	-

Other Costs

Registration
Other
Other

Total Other	$	-

Grand Total Estimated Expenses	$	-
Less: Amount To Be Paid Directly By MTS	$	-
Maximum Amount To Be Paid By Traveler	$	-

PART III - SIGNATURES and APPROVALS

	Signature	Date
Traveler:		
Department Manager / Director:		
COO / CFO / General Counsel:		
Budget Manager:		
CFO / General Counsel:		
Chief Executive Officer:		

Metropolitan Transit System

TRAVEL ADVANCE REQUEST

(complete this form, if needed, to request cash for travel)

☐ MTS
☐ SDTC
☐ SDTI

PART I - EMPLOYEE INFORMATION

Report Date: 8/28/2026

Employee Name: _____ Title: _____

Department Name: _____ Travel Dates: _____

Meeting Name/Purpose: _____

PART II - TOTAL ESTIMATED EXPENSES

Grand Total Estimated Expenses (from travel authorization form)	$	-
Less: Amount To Be Paid Directly By MTS (from travel authorization form)	$	-
Maximum Amount To Be Paid By Traveler (from travel authorization form)	$	-
Total Advance Requested	**$**	**-**

PART III - SIGNATURES and APPROVALS

	Signature	Date
Traveler:		
Department Manager / Director:		
COO:		
CFO / General Counsel:		
Chief Executive Officer:		

Metropolitan Transit System

TRAVEL EXPENSE REPORT

(complete this form no later than 1 week after return from travel)

☐ MTS
☐ SDTC
☐ SDTI

PART I - EMPLOYEE INFORMATION

Report Date: 8/28/2026

Employee Name:

Title:

Department Name:

Costs to be charged to:

Department/Acct Code:
OPERATIONS ONLY

Project/Task Detail:
CIP ONLY

Meeting Name/Purpose:

PART II - TOTAL EXPENSES

		DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	Total
Travel Dates								
Location (City, State)								
Transportation**								$ -
Shuttles/Taxis								$ -
Parking								$ -
Lodging								$ -
Meals (Use Detail Tabs)	Breakfast ($30 daily limit)*	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Lunch ($30 daily limit)*	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Dinner ($50 daily limit)*	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other:	Registration							$ -
Other:								$ -
Other:								$ -
Other:								$ -
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -

1. Travel expense report must be filled within two weeks after completing trip.

2. Attach receipts for all purchases over $10. Explain all items over $10 not having receipts.

3. Include related trip items paid separately by MTS; mark with an asterisk.

****There is an overall daily cap of $90.00***

*****Rental car insurance is not reimbursable.***

Total Expenses	$ -
Less MTS Paid Items (please enter a + number)	
Subtotal	$ -
Less Cash Advanced (please enter a + number)	
Amount Due	$ -

PART III - SIGNATURES and APPROVALS

☐ I certify that the above report is true and correct.

CEO approval of exception(s) from the Travel Policy: _____

	Printed Name	Signature	Date
Traveler:			
Manager/Supervisor (Up to $3000):			
Department Director (Up to $5000):			
Chief Financial Officer:			

EXPENSE REPORT
(within-area expenses)

☐ MTS
☐ SDTC
☐ SDTI

Finance Use Only:

_____
PEID

PART I - EMPLOYEE INFORMATION

Employee Name: _____ Period: _____ to _____

Employee Signature: _____

☐ I certify that the expenses reported are true and correct.

PART II - EXPENSES AND MILEAGE DETAIL

Date	OPERATIONS ONLY Dept./Acct Code	CIP ONLY Project/Task Detail	Description / Purpose	Telephone 555100	Meeting Exp. 575230	Mileage ($.76/mile) 575230	Other
				$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -
			TOTALS	$ -	$ -	$ -	$ -
						GRAND TOTAL	**$ -**

PART III - APPROVALS

Department Director (Up to $500): _____

Chief Financial Officer (Up to $1500): _____

Chief Executive Officer (CEO): _____

Expense Report Instructions

1. Employees must submit this form when requesting reimbursement. This report applies to expenses incurred within the San Diego metropolitan area only.
2. Eligible expenses must be related to and necessary for carrying out MTS business. They may include, but are not limited to, business meals, or meetings, parking, or other miscellaneous out-of-pocket expenses related to MTS business. The CFO or CEO may, in their judgment, disallow any extraordinary or inappropriate expenses. Attach receipts for all out-of-pocket expenses.
3. Briefly describe the item or the destination and the purpose.

Annual Travel Cost Rates
Calendar Year 2026

Hotel Maximum (quoted price - not including taxes or fees)

Medium/Low Cost Localities	$ 200.00
High Cost Localities (Annual IRS List)	$ 275.00

Average Daily Meal Maximum

All Localities	$ 90.00

Mileage Reimbursement Rate

As set by the IRS, effective July 1, 2026 per mile	$ 0.760

NOTES:

1. These are maximum rates. A higher cap may be obtained if pre-authorized by the CEO. Rates must be reasonable and necessary under the circumstances and will customarily be lower.

2. Meal caps are detailed out below, with an overall daily cap of $90.00

   Breakfast - $30.00
   Lunch - $30.00
   Dinner - $50.00

3. If a conference registration fee covers meals, employees are to participate in those meals.

4. Small / Medium U.S. Cities are defined for this rate structure as those with less than 1 million persons in the metropolitan area.

   Large U.S. Cities are defined for this rate structure as those with more than 1 million persons in the metropolitan area.

5. The Mileage Rate is directly tied to the rate set by the IRS and will be revised more frequently than annually if done so by the IRS.

Key City	County or Other Defined Location	Portion of Calendar Year
Alabama		
Gulf Shores	Baldwin	June 1 – July 31
Arizona		
Phoenix/ Scottsdale	Maricopa	February 1 – March 31
Sedona	City limits of Sedona	October 1 – December 31 and March 1 – September 30
California		
Los Angeles	Los Angeles, Orange, and Ventura, and Edwards AFB, less the city of Santa Monica	October 1 – September 30
Mammoth Lakes	Mono	December 1 – March 31
Monterey	Monterey	October 1 – September 30
Napa	Napa	October 1 – November 30 and February 1 – September 30
Palm Springs	Riverside	October 1 – April 30
San Diego	San Diego	October 1 – September 30
San Francisco	San Francisco	October 1 – September 30
San Luis Obispo	San Luis Obispo	June 1 – July 31
Santa Barbara	Santa Barbara	October 1 – September 30
Santa Monica	City limits of Santa Monica	October 1 – September 30
South Lake Tahoe	El Dorado	December 1 – March 31
Sunnyvale/ Palo Alto/San Jose	Santa Clara	October 1 – September 30
Yosemite National Park	Mariposa	January 1 – April 30
Colorado		
Aspen	Pitkin	October 1 – September 30
Denver/Aurora	Denver, Adams, Arapahoe, and Jefferson	October 1 – October 31 and April 1 – September 30
Silverthorne/ Breckenridge	Summit	December 1 – March 31
Steamboat Springs	Routt	December 1 – March 31
Telluride	San Miguel	October 1 – September 30
Vail	Eagle	October 1 – September 30
Delaware		
Lewes	Sussex	June 1 – August 31

Key City	County or Other Defined Location	Portion of Calendar Year
District of Columbia		
Washington, D.C. (also the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)		October 1 – September 30
Florida		
Boca Raton/Delray Beach/Jupiter	Palm Beach and Hendry	January 1 – April 30
Bradenton	Manatee	February 1 – March 31
Cocoa Beach	Brevard	February 1 – March 31
Fort Lauderdale	Broward	January 1 – April 30
Fort Myers	Lee	January 1 – March 31
Fort Walton Beach/ DeFuniak Springs	Okaloosa and Walton	June 1 – July 31
Gulf Breeze	Santa Rosa	June 1 – July 31
Key West	Monroe	October 1 – September 30
Miami	Miami-Dade	December 1 – May 31
Naples	Collier	December 1 – April 30
Panama City	Bay	June 1 – July 31
Sarasota	Sarasota	February 1 – April 30
Sebring	Highlands	February 1 – March 31
Stuart	Martin	February 1 – March 31
Tampa/ St. Petersburg	Pinellas and Hillsborough	February 1 – April 30
Vero Beach	Indian River	December 1 – April 30
Georgia		
Atlanta	Fulton and DeKalb	January 1 – March 31
Jekyll Island/ Brunswick	Glynn	March 1 – July 31
Idaho		
Boise	Ada	October 1 – October 31 and June 1 – September 30
Coeur d'Alene	Kootenai	June 1 – August 31
Sun Valley/ Ketchum	Blaine and Elmore	December 31 – March 31 and June 1 – September 30

Key City	County or Other Defined Location	Portion of Calendar Year
Illinois		
Chicago	Cook and Lake	October 1 – November 30 and April 1 – September 30
Maine		
Bar Harbor/ Rockport	Hancock and Knox	October 1 – October 31 and May 1 – September 30
Kennebunk/Kittery/ Sanford	York	July 1 – August 31
Portland	Cumberland and Sagadahoc	October 1 – October 31 and June 1 – September 30
Maryland		
Ocean City	Worcester	June 1 – August 31
Washington, D.C. Metropolitan Area	Montgomery and Prince George's	October 1 – September 30
Massachusetts		
Boston/Cambridge	Suffolk and city of Cambridge	October 1 – September 30
Falmouth	City limits of Falmouth	July 1 – August 31
Hyannis	Barnstable less the city of Falmouth	July 1 – August 31
Martha's Vineyard	Dukes	October 1 – September 30
Nantucket	Nantucket	June 1 – September 30
Michigan		
Mackinac Island	Mackinac	July 1 – August 31
Petoskey	Emmet	June 1 – August 31
Traverse City	Grand Traverse	July 1 – August 31
Minnesota		
Duluth	St. Louis	October 1 – October 31 and June 1 – September 30
Montana		
Big Sky/ West Yellowstone/ Gardiner	Gallatin and Park	June 1 – September 30
Kalispell/Whitefish	Flathead	July 1 – September 30

Key City	County or Other Defined Location	Portion of Calendar Year
New Jersey		
Toms River	Ocean	July 1 – August 31
New York		
Glens Falls	Warren	July 1 – August 31
Lake Placid	Essex	July 1 – August 31
New York City	Bronx, Kings, New York, Queens, and Richmond	October 1 – December 31 and March 1 – September 30
Saratoga Springs/ Schenectady	Saratoga and Schenectady	July 1 – August 31
North Carolina		
Kill Devil Hills	Dare	June 1 – August 31
Oregon		
Bend	Deschutes	June 1 – August 31
Eugene/Florence	Lane	June 1 – July 31
Seaside	Clatsop	July 1 – August 31
Pennsylvania		
Hershey	Hershey	June 1 – August 31
Philadelphia	Philadelphia	October 1 – November 30 and April 1 – September 30
Rhode Island		
Jamestown/ Middletown/ Newport	Newport	October 1 – October 31 and June 1 – September 30
South Carolina		
Charleston	Charleston, Berkeley, and Dorchester	October 1 – September 30
Hilton Head	Beaufort	March 1 – August 31
Tennessee		
Nashville	Davidson	October 1 – September 30
Utah		
Moab	Grand	October 1 – October 31, March 1 – June 30, and September 1 – September 30
Park City	Summit	October 1 – September 30

Key City	County or Other Defined Location	Portion of Calendar Year
Vermont		
Burlington	Chittenden	October 1 – October 31 and May 1 – September 30
Manchester	Bennington	October 1 – October 31 and August 1 – September 30
Montpelier	Washington	October 1 – October 31 and August 1 – September 30
Virginia		
Virginia Beach	City of Virginia Beach	June 1 – August 31
Wallops Island	Accomack	July 1 – August 31
Washington, D.C. Metropolitan Area	Cities of Alexandria, Falls Church, and Fairfax; counties of Arlington and Fairfax	October 1 – September 30
Washington		
Port Angeles/ Port Townsend	Clallam and Jefferson	July 1 – August 31
Seattle	King	October 1 – September 30
Wyoming		
Jackson/Pinedale	Teton and Sublette	October 1 – September 30

Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Board Policy No. 30 (Investment Policy) – Policy Revision

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve and adopt the updated Board Policy No. 30 (Investment Policy) (Attachment A).

Budget Impact

None at this time.

DISCUSSION:

MTS Board Policy No. 30 (Investment Policy) governs the process for investment policies, procedures, and appropriate vehicles of investment for the cash management of MTS's surplus operating funds. On a biennial basis, the Investment Policy is reviewed by staff and updated for the Board's approval based upon the principles of capital preservation (safety), liquidity and investment return.

A review of the State of California Government Code and discussions with the County Treasurer resulted in recommendations that the Board approve minor changes to the existing policy. The proposed modifications to the policy include:

- Section 30.8: Updated the year (2024 to 2026) due to latest "Local Agency Investment Guidelines" publication.
- Section 30.8.4: Updated Prime Commercial Paper maximum maturity limits from 270 days to 397 days as per the California Government Code.
- Updated Figure 1,
    - Updated Footnote E to make consistent with section 30.8.3 of the Investment Policy (5% cap of bankers' acceptances to any one issuer).
    - Updated language in Footnote G to make consistent with the similar note in the 2026 California Local Agency Investment Guidelines.

- Updated Footnote K to reflect the expiration date (2026 to 2031) as per the 2025 California Local Agency Investment Guidelines.

- Update to Glossary of Investment Terms and Instruments name of CalTrust management firm to State Street Investment Management.

Therefore, staff recommends that the MTS Board of Directors approve and adopt the updated MTS Board Policy No. 30 (Investment Policy) (Attachment A).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Updated Board Policy No. 30 (Investment Policy)
B. Updated Board Policy No. 30 (Investment Policy) (redlined)

Metropolitan Transit System

Policies and Procedures No. 30

Board Approval: 09/17/2026

SUBJECT:

INVESTMENT POLICY

PURPOSE:

The purpose of this Investment Policy for the San Diego Metropolitan Transit System (MTS) is to provide guidance and direction for the prudent investment of MTS funds, and to foster the creation of a systematic and controlled investment process. The ultimate goal is to maximize the efficiency of MTS's cash management system, and to enhance the economic status of MTS while protecting the principal of its pooled cash. The initial step toward a prudent investment policy is to set out a clear statement of fundamental investment direction.

POLICY:

MTS's policy is to invest public funds in a prudent manner, providing capital preservation, adequate liquidity, and a market rate of return consistent with the constraints imposed by safety objectives and cash flow considerations. Also, MTS's policy is to conform to all applicable federal, state and local statutes governing the investment of public funds.

30.1 SCOPE

This Investment Policy applies to all surplus assets of MTS. Surplus funds are defined as those funds not required for the immediate necessities of MTS; such funds do not include pension/retirement trust funds. Bond proceeds will be governed by relevant bond documents.

30.2 PRUDENCE

The standard of prudence to be used for managing the MTS investment program is California Government Code Section 53600.3, the prudent investor standard, which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual

investments as part of an overall strategy, investments may be acquired as authorized by law."

MTS investment officers acting in accordance with written procedures and this Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market risk, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. All participants in the investment process shall act reasonably as custodians of the public trust.

30.3 RISK TOLERANCE

MTS recognizes that investment risks can result from issuer defaults, or various technical complications leading to temporary illiquidity.

1. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in high grade securities and through issuer diversification.

2. Market risk, defined as market value fluctuations due to overall changes in market price and yield, shall be mitigated by maintaining appropriate asset diversification.

3. Interest rate risk, defined as bond market value fluctuations due to changes in interest rates, interest rate spreads, or the shape of the yield curve, shall be mitigated by maintaining an appropriate duration strategy and diversification of maturities.

4. Custodial credit risk, defined as the risk of loss due to the failure of the custodian, shall be mitigated by prudent custodian selection procedures and requirements, as described in Section 30.13 of this Policy.

30.4 OBJECTIVES

MTS strives to maintain in its investment portfolio 100% of all surplus funds, given daily and forecasted near-term cash flow needs. MTS funds shall be invested in accordance with all applicable policies and codes, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. SAFETY. The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of those amounts. Safety of principal is the foremost objective of MTS's investment program, followed by liquidity and yield. Investments by MTS shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. MTS only operates in those investments that are considered very safe. Also, safety is ensured by diversification, which is required in order that potential losses on individual securities do not exceed income from the remainder of the portfolio.

2. LIQUIDITY. Liquidity refers to the ability to sell an investment at any given moment with a minimal chance of losing some portion of principal or interest. MTS's investment portfolio shall remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. MTS will maintain an adequate percentage of the portfolio in liquid short-term securities that can be converted to cash, if necessary, to meet disbursement requirements.

3. YIELD/RETURN. The portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio, and State and local laws, regulations and resolutions that restrict the investment of short-term funds.

30.5 DELEGATION OF AUTHORITY

Management and oversight responsibility for MTS's investment program is delegated by the MTS Board of Directors (MTS Board) to the Chief Financial Officer, who shall establish procedures for the operation of the investment program, consistent with this Investment Policy. Such procedures will include appropriate delegation of authority to persons responsible for investment transactions. No person may engage in investment transactions except as provided under the terms of this Investment Policy and the procedures established by the Chief Financial Officer. The Chief Financial Officer is hereby delegated the authority from the MTS Board to:

1. Enter into agreements with MTS's financial depository in order to enable the Chief Financial Officer, or his/her designee, to execute investment transactions that will involve charges and credits to MTS's bank accounts.

2. Enter into banking arrangements with a third party bank trust department to facilitate the third-party safekeeping of MTS investments.

3. Establish operating procedures as deemed appropriate to operate an investment program consistent with this Investment Policy.

Upon the recommendation of the Chief Financial Officer, the MTS Board may engage the support services of outside investment advisors with respect to MTS's investment program, so long as it can be demonstrated that these services are expected to produce a net financial advantage or necessary financial protection of MTS's financial resources. Any investment advisor utilized by MTS should be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940, and shall operate in a manner consistent with this Investment Policy and other written instructions as provided.

30.6 ETHICS AND CONFLICT OF INTEREST

1. The Chief Financial Officer and all personnel involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program and/or which could impair their ability to make impartial investment decisions. MTS officers and employees involved in

the investment process shall abide by MTS's Conflict of Interest Code, California Government Code Section 1090 et seq., and the California Political Reform Act (California Government Code Section 81000 et seq.). The Chief Financial Officer and all responsible personnel shall disclose to the MTS Board any material financial interests in any financial institutions that conduct business with MTS that could be related in a conflicting manner to MTS's investment portfolio performance.

2. MTS officers and employees involved in the investment process shall disclose to the MTS Board any material financial interests in any financial institutions that conduct business with MTS which could be related in a conflicting manner to the performance of MTS's investment portfolio. Additionally, the Chief Financial Officer and all investment personnel designated by the Chief Financial Officer shall file a Statement of Economic Interests each year as required by California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

30.7 AUTHORIZED BROKER/DEALERS

1. It is expected, though not required, that most of MTS's investments will be made through pooled investment funds provided by a California State and/or County entity. Allowable pools are detailed in Sections 30.8.9 – 30.8.11, of this Investment Policy Statement. When/if direct security investments are made by MTS, MTS's procedures shall be designed to encourage multiple bids and offers on investment transactions from an approved list of broker/dealers in order to provide for the optimum yield in MTS's portfolio.

When/if making direct security investments, the Chief Financial Officer (or the Corporate Controller or the Director of Financial Planning and Analysis, if delegated) shall utilize a list of broker/dealers approved for investment purposes by the San Diego County Treasurer-Tax Collector's office. Purchases of investments through brokers, dealers, and financial institutions shall be permitted as stated in California Government Code Section 53635.5. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code. The firms they represent must:

(a) be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within its holding company structure, or;

(b) Report voluntarily to the Federal Reserve Bank of New York, or

(c) Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

2. If MTS utilizes an external investment advisor, the Chief Financial Officer may approve a list of authorized broker/dealers provided by the investment advisor.

30.8 AUTHORIZED AND SUITABLE INVESTMENTS

All investments and deposits of MTS assets shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686. Although the following includes authorized investments, the Chief Financial Officer shall determine the extent to which they are suitable based upon this Investment Policy and the resources used by the Chief Financial Officer in implementing it. This suitability determination shall include an examination of the Investment Policy Statements of utilized pooled investment funds to ensure that they are consistent with MTS's Policy.

Limitations identified in the following sections shall be adhered to and the percentage limits and credit criteria shall be measured against portfolio value on the date the investment is purchased. In the event of a credit downgrade below the minimum acceptable credit rating, MTS shall require investment advisors engaged in the investing of MTS funds to notify MTS staff of the downgrade, and provide a plan of action to address the downgrade.

The list of authorized investments, and the limitations associated with those investments are detailed in Figure 1 attached to this Investment Policy Statement; Figure 1 is taken from the 2026 version of "Local Agency Investment Guidelines," published by the California Debt and Investment Advisory Commission. The authorized investments and associated limitations are as follows:

1. United States Treasury bills, notes, bonds, or strips with a final maturity not exceeding five years from the date of trade settlement.

2. Federal Agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or U.S. government-sponsored enterprises with maturities not exceeding five years from the date of trade settlement. There is no limit on the percentage of U.S. Treasury, Federal Agency, or U.S. government-sponsored enterprise obligations that may be held in MTS's portfolio.

3. Eligible Banker's Acceptances with a maturity not exceeding 180 days from the date of trade settlement, drawn on or accepted by a FDIC insured commercial bank with combined capital and surplus of at least $250 million, rated in a rating category of A-1, its equivalent, or higher by a nationally recognized statistical rating organization (NRSRO) at the time of purchase and whose senior long-term debt is rated in a rating category of "A", its equivalent, or higher by a NRSRO at the time of purchase. No more than 5% of MTS's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 40% of MTS's total portfolio.

4. Prime Commercial Paper (CP) with a maturity not exceeding 397 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity issuing the commercial

paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:

(a) The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of $500,000,000 and (3) have debt other than commercial paper, if any, that is rated in a rating category of “A”, its equivalent, or higher by a NRSRO.

(b) The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated in a rating category of A-1, its equivalent, or higher, by a NRSRO.

No more than 5% of MTS’s total portfolio shall be invested in the commercial paper of any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CP investments with said issuer, and MTS shall not purchase more than 10% of the outstanding commercial paper of any single issuer. The aggregate non-pooled fund investment in commercial paper shall not exceed 25% of MTS’s total portfolio. Pooled fund commercial paper investments shall not exceed 40% of MTS’s total portfolio, and the combined pooled fund and non-pooled fund investment in commercial paper shall also not exceed 40% of MTS’ total portfolio.

5. Non-negotiable certificates of deposit (CD) with a final maturity not exceeding five years and meeting the conditions in either paragraph (a) or paragraph (b) below:

(a) Certificates of deposit shall meet the requirements for deposit under California Government Code Section 53630 et seq. To be eligible to receive MTS deposits, the financial institution must meet the requirements of California Government Code Section 53635.2. Deposits are required to be collateralized as specified under California Government Code Section 53630 et seq. The Chief Financial Officer, at his or her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. MTS shall also have a signed agreement with the depository per California Government Code Section 53649.

(b) Certificates of deposit placed through a deposit placement service shall meet the requirements of Government Code Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall at all times be insured by federal deposit insurance.

No more than 5% of the portfolio shall be held in any one non-negotiable certificate of deposit or allocated to any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CD

investments with said issuer, and the aggregate investment in non-negotiable certificates of deposit and negotiable certificates of deposit shall not exceed 30% of MTS's total portfolio.

6. Negotiable Certificates of Deposit with a final maturity not exceeding five years issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Negotiable CD issuers must be rated in a rating category of "A", its equivalent, or higher by two NRSROs.

   No more than 10% of the portfolio shall be held in any one negotiable certificate of deposit or allocated to any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CD investments with said issuer, and the aggregate investment in non-negotiable certificates of deposit and negotiable certificates of deposit shall not exceed 30% of MTS's total portfolio.

7. Repurchase Agreements with a final termination date not exceeding 1 year collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in Sections 30.8.1 and 30.8.2 above with the maturity of the collateral not exceeding ten years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of MTS's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in MTS's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-market daily.

   Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York or with firms that have a primary dealer within their holding company structure. Repurchase agreement counterparties shall execute an MTS-approved Master Repurchase Agreement with MTS. The Chief Financial Officer shall maintain a copy of MTS's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed such an agreement.

   The Repurchase Agreement exposure to a single broker/dealer shall not exceed 10% of MTS's total portfolio when the dollar-weighted average Repurchase Agreement maturity is greater than 5 days, or 15% of MTS's total portfolio when the dollar-weighted average Repurchase Agreement maturity is 5 days or less. Maximum Repurchase Agreement exposure shall not exceed 40% of MTS's total portfolio.

8. Reverse Repurchase Agreements may only be directly utilized after prior approval by the MTS Board, or indirectly utilized as a permitted investment by the California Local Agency Investment Fund, the San Diego County Treasurer's Pooled Money Fund, or a Joint Powers Authority Pool.

If an MTS Reverse Repurchase Agreement is authorized by the MTS Board, it may only be utilized if: 1) the security to be sold has been owned and fully paid for by MTS for a minimum of 30 days prior to the sale; 2) the total of all Reverse Repurchase Agreements does not exceed 20% of the value of the total MTS portfolio; and 3) the agreement does not exceed a term of 92 days unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of the security using a Reverse Repurchase Agreement and the final maturity of the same security. The proceeds of the Reverse Repurchase Agreement may not be invested in securities whose maturity exceeds the term of the Reverse Repurchase Agreement.

Reverse Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York or with firms that have a primary dealer within their holding company structure. Reverse Repurchase Agreement counterparties shall execute an MTS-approved Master Repurchase Agreement with MTS. The Chief Financial Officer shall maintain a copy of MTS's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed such an agreement.

The Reverse Repurchase Agreement exposure to a single broker-dealer shall not exceed 10% of MTS's total portfolio.

9. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. There is no limit on the percentage of MTS's portfolio that may be invested in LAIF, though LAIF may impose statutory limits.

10. The San Diego County Treasurer's Pooled Money Fund (SDPMF). There is no limit on the percentage of MTS's total portfolio that may be invested in SDPMF.

11. A Joint Powers Authority Pool (JPAP), pursuant to California Government Code Section 53601(p) as long as the portfolio is rated among the top two rating categories by a NRSRO. Such a pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management of at least $500,000,000, and has at least five years of experience investing in instruments authorized by Section 53601(a-o). Examples of such pools include, but are not limited to, those offered by the California Asset Management Program (CAMP) and the Investment Trust of California (CalTrust). There is no limit on the percentage of JPAPs which offer daily (same-day) liquidity that may be held in MTS's portfolio; however, the aggregate investment in any JPAPs which do not offer daily liquidity shall not exceed 2.5% of MTS's total portfolio.

12. Medium Term Notes (MTN) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States with a final maturity not exceeding five years from the date of trade settlement. These notes must be rated in a rating category of "A", its equivalent, or higher by a NRSRO.

No more than 10% of MTS's total portfolio shall be invested in medium term notes of any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-MTN investments with said issuer, and the aggregate investment in medium term notes shall not exceed 30% of MTS's total portfolio.

13. Money Market Funds registered under the Investment Company Act of 1940 that 1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of $1.00; 3) invest only in the securities and obligations authorized by State statute and 4) have attained the highest ranking or the highest letter and numerical rating provided by at least two NRSROs, or retained an investment advisor registered or exempt from registration (such as a bank holding company regulated by the Federal Deposit Insurance Corporation) with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500,000,000.

    No more than 10% of MTS's total portfolio shall be invested in money market funds of any one issuer, and the aggregate investment in money market funds shall not exceed 20% of MTS's total portfolio.

14. Municipal bonds that are listed below with a final maturity not exceeding five years from the date of trade settlement and that must be rated in a rating category of "A," its equivalent, or higher by a NRSRO at the time of purchase. No more than 5% of MTS's total portfolio shall be invested in any single issuer, and the aggregate investment in municipal bonds shall not exceed 30% of MTS's total portfolio.

    (a) Bonds issued by MTS, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by MTS or by a department, board, agency, or authority of MTS.

    (b) Registered State warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.

    (c) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

    (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

15. Supranationals, which are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.

    Investments under this subdivision shall be rated in the rating category of "AA," its equivalent, or better by at least one NRSRO. Purchases of supranational shall not exceed 30% of the investment portfolio of MTS, and the exposure to a single supranational issuer shall not exceed 10% of the investment portfolio of MTS.

16. Mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable pass-through certificates, or consumer receivable-backed bonds. For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in Sections 53601(b) or 53601(f) of the California Government Code, the following limitations apply: the individual security must be rated in a category of "AA," its equivalent, or better by at least one NRSRO and have a maximum remaining maturity of five years or less; and purchases of securities authorized by this subdivision may not exceed 20% of MTS's total portfolio.

17. Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600 of the California Government Code.

30.9 PROHIBITED INVESTMENTS

In accordance with Section 53601.6 of the California Government Code, MTS shall not invest any funds in inverse floaters, range notes or mortgage-derived interest-only strips, or in any security that could result in zero-interest accrual if held to maturity, with the following exception: in accordance with Section 53601.6(b)(2), MTS may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates.

30.10 INVESTMENT POOLS

MTS allows investments in public agency investment pools (per Sections 30.8.9 – 30.8.11). Although many of these pools are long-standing, the Chief Financial Officer will annually obtain operating information from each utilized pool which includes the information detailed in Section 30.15 of this Investment Policy Statement.

30.11 MATURITY

MTS will not invest in instruments whose maturities exceed five years at the time of trade settlement unless the MTS Board has provided approval for a specific purpose at least three months before the investment is made. The Chief Financial Officer shall be

responsible for determining and monitoring an average maturity which meets MTS's projected cash flow requirements and shall be reported to the MTS Board as required under State Law. The average duration of any externally managed fund utilized by MTS shall not exceed 150 percent of the duration of the appropriate benchmark for that fund.

30.12. SELECTION OF DEPOSITORIES

The Chief Financial Officer shall only utilize FDIC insured banks eligible to provide depository and other banking services for MTS. To be eligible, a bank must qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC insurance coverage in accordance with California Government Code Section 53652.

30.13. SAFEKEEPING & CUSTODY

The Chief Financial Officer may select one or more banks to provide third-party safekeeping and custodial services for MTS, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by MTS shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for MTS's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be held in the name of MTS, with sufficient evidence to title consistent with modern investment, banking and commercial practices.

All investment securities, except non-negotiable certificates of deposit, money market funds, and public agency investment pools, purchased by MTS will be delivered by book entry and will be held in third-party safekeeping by an MTS-approved custodian bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by MTS shall be held in the Federal Reserve System in a customer account for the custodian bank which will name MTS as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for MTS as "customer."

30.14. DIVERSIFICATION

MTS shall diversify its investments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the portfolio should be managed depending upon the outlook for the economy, the securities markets, and MTS's anticipated cash flow needs.

30.15. REPORTING

Quarterly, the Chief Financial Officer shall submit to the MTS Board a report of the investment earnings and performance results of MTS's investment portfolio. The report shall be submitted within 60 days following the end of the quarter, and shall include the following information for each individual investment:

1. Investment type, issuer, purchase date (trade and settlement), date of maturity, par value, purchase price and dollar amount invested in all securities, and investments and monies held by MTS;

2. A description of the funds, investments and programs;

3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;

4. Current period yield (based on cost) and rates of return for short-term and mid-term investments, including comparison to established benchmarks;

5. A statement of compliance with this Investment Policy or an explanation for non-compliance; and

6. A statement of MTS's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.

For investments in authorized investment pools, the most recent statement received from these pools may be used in lieu of the information listed above.

30.16 INTERNAL CONTROLS

The Chief Financial Officer (or the Corporate Controller, or the Director of Financial Planning and Analysis, if delegated) shall establish a system of internal controls, which shall be documented in writing. The internal controls will be reviewed with both the outside independent auditor and MTS's internal auditor. The controls shall be designed to prevent loss of public funds arising from fraud, employee error, or misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of MTS. Controls deemed most important include: control of collusion, segregation of duties, separating transaction authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, written (email or faxed allowable) confirmation of telephone transactions, documentation of transactions and strategies and code of ethical standards.

30.17 PERFORMANCE STANDARDS

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of MTS's portfolio and any external investment managers shall be compared to appropriate benchmark indices.

30.18 REVIEW, ADOPTION & AMENDMENTS

This Investment Policy shall be reviewed biennially by the MTS Board. Such review shall include review of the "Summary of Statutory Changes" and Figure 1 (Allowable Investment Instruments per State Government Code) in the Local Agency Investment Guidelines. The MTS Investment Policy may not be altered, amended or changed in any particular way, except by formal approval of the MTS Board.

Attachments: Figure 1: Summary of California Code and MTS Policy
Table of Notes for Figure 1
Glossary of Investment Terms and Instruments

Original Policy accepted on 10/23/86.
Policy revised on 9/23/93.
Policy repealed and readopted 6/13/96.
Policy revised on 12/11/97.
Policy revised on 8/12/99.
Policy revised on 8/10/00.
Policy revised on 9/13/01.
Policy revised on 3/11/04.
Policy revised on 6/14/07.
Policy revised on 10/11/18.
Policy revised on 05/14/2020.
Policy revised on 12/16/2021.
Policy revised on 11/10/2022.
Policy revised on 11/14/2024
Policy revised on 9/17/2026

Figure 1: Summary of California Code and MTS Policy

INVESTMENT TYPE	CA CODE MAXIMUM MATURITY[C]	CA CODE MAXIMUM SPECIFIED % OF PORTFOLIO[D]	CA CODE MINIMUM QUALITY REQUIREMENTS	MTS POLICY MAXIMUM SPECIFIED % OF PORTFOLIO[D]	MTS POLICY MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	None	None	**30%**	**"A" rating category or its equivalent or better**
U.S. Treasury Obligations	5 years	None	None	Same as CA Code	Same as CA Code
State Obligations—CA And Others	5 years	None	None	**30%**	**"A" rating category or its equivalent or better**
CA Local Agency Obligations	5 years	None	None	**30%**	**"A" rating category or its equivalent or better**
U.S Agency Obligations	5 years	None	None	Same as CA Code	Same as CA Code
Bankers' Acceptances	180 days	40%[E]	None	Same as CA Code	**"A-1" rating category or its equivalent or better**
Commercial Paper—Pooled Funds[I]	397 days	40% of the agency's money[G]	Highest letter and number rating by an NRSRO[H]	Same as CA Code	Same as CA Code
Commercial Paper—Non-Pooled Funds[F]	397 days	If investment assets <$100 million, 25% of the agency's money; if investment assets >$100 million, 40% of the agency's money[G]	Highest letter and number rating by an NRSRO[H]	**25%**	Same as CA Code
Negotiable Certificates of Deposit	5 years	30%J	None	Same as CA Code	**"A" rating category or its equivalent or better**
Non-negotiable Certificates of Deposit	5 years	None	None	**30%**	Same as CA Code
Placement Service Deposits	5 years	50%	None	**30%**	Same as CA Code
Placement Service Certificates of Deposit	5 years	50%	None	**30%**	Same as CA Code
Repurchase Agreements	1 year	None	None	**40%**	Same as CA Code
Reverse Repurchase Agreements & Securities Lending Agreements	92 days[L]	20% of the base value of the portfolio	None[M]	Same as CA Code	Same as CA Code
Medium-Term Notes[N]	5 years	30%	"A" rating category or its equivalent or better	Same as CA Code	Same as CA Code
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple[P,Q]	Same as CA Code	Same as CA Code
Collateralized Bank DepositsR	5 years	None	None	Same as CA Code	Same as CA Code
Mortgage Pass–Through and Asset-Backed Securities[S]	5 years	20%	"AA" rating category or its equivalent or better[S]	Same as CA Code	Same as CA Code
County Pooled Investment Funds	N/A	None	None	Same as CA Code	Same as CA Code
Joint Powers Authority Pool	N/A	None	Multiple[T]	**2.5% on Pools not offering daily liquidity**	Same as CA Code
Local Agency Investment Fund (LAIF)	N/A	None	None	Same as CA Code	Same as CA Code
Voluntary Investment Program Fund[U]	N/A	None	None	Same as CA Code	Same as CA Code.
Supranational Obligations[V]	5 years	30%	"AA" rating category or its equivalent or better	Same as CA Code	Same as CA Code
Public Bank Obligations	5 years	None	None	Same as CA Code	Same as CA Code

TABLE OF NOTES FOR FIGURE 1

A. *Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.*

B. *Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.*

C. *Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year limit.*

D. *Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.*

E. *No more than 5 percent of the agency's money may be in bankers' acceptances of any one issuer.*

F. *Includes agencies defined as a "city, a district, or other local agency that do[es] not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body."*

G. *Local agencies, other than counties or a city and county, may invest no more than 10 percent of their investment assets in the outstanding commercial paper and medium-term notes of any single issuer.*

H. *Issuing corporation must be organized and operating within the U.S., have assets in excess of $500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.*

I. *Includes agencies defined as a county, a city and county, or other local agency "that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body." Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).*

J. *No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).*

K. *Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2031, the maximum percentage of the portfolio reverts back to 30 percent. Investment made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.*

L. *Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period be- tween the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.*

M. *Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.*

N. *"Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States"*

O. *No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.*

P. *A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), have assets under management in excess of $500 million, and have at least five years' experience investing in instruments authorized by Sections 53601 and 53635.*

Q. *A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of $500 million.*

R. *Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.*

S. *Security types authorized under Section 53601(o) that are issued or guaranteed by an issuer identified in subdivisions (b) or (f) are not subject to the limitations placed on privately issued securities authorized in Section 53601(o)(2)(A)(B).*

T. *A JPAP must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).*

U. *Upon approval by their governing bodies, local entities can deposit $200 million to $10 billion into the Voluntary Investment Program Fund. Deposits in the fund will be invested in the Pooled Money Investment Account.*

V. *Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.*

GLOSSARY OF INVESTMENT TERMS AND INSTRUMENTS

Term	Description
Banker's Acceptance	A short-term bill of exchange that is accepted as payment by banks engaged in financing physical asset or merchandise trade.
Benchmark	A passive index used to compare the performance, relative to risk and return, of an investor's portfolio.
Bond	A debt obligation of a firm or public entity. A bond represents the agreement to repay the debt in principal and, typically, in interest on the principal.
Broker/Dealer	A person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.
CalTrust	The Investment Trust of California (CalTrust) is a Joint Powers Authority created by public agencies in 2003 to provide a convenient method for public agencies to pool their assets for investment purposes. CalTrust is governed by a Board of Trustees made up of experienced local agency treasurers and investment officers. CalTrust offers Short-Term, Medium-Term, and Money Market funds managed by State Street Investment Management. The Money Market fund offers daily (same-day) liquidity. All CalTrust accounts comply with the limits and restrictions placed on local investments by California statutes.
CAMP	The California Asset Management Program (CAMP) is a California Joint Powers Authority established in 1989 to provide California public agencies, together with any bond trustee acting on behalf of such public agency, assistance with the investment of and accounting for bond proceeds and surplus funds. The CAMP Pool is a short-term money market and cash management vehicle managed by PFM Asset Management LLC. The Pool seeks to attain as high a level of current income as is consistent with the preservation of principal. It seeks to maintain a constant Net Asset Value of $1 per share and a dollar-weighted average portfolio maturity of 60 days or less. The Pool purchases only investments of the type in which public agencies are permitted by statute to invest surplus funds and proceeds of their own bonds.
Cash Flow	A comparison of cash receipts (revenues) to required payments (debt service, operating expenses, etc.).
Certificate of Deposit	A short-term, secured deposit in a financial institution that usually returns principal and interest to the lender at the end of the loan period. Certificates of Deposits (CDs) differ in terms of collateralization and marketability. Those appropriate to public agency investing include:

Term	Description
	Negotiable Certificates of Deposit, Non-Negotiable Certificates of Deposit.
Commercial Paper	A short-term, unsecured promissory note issued by a corporation. Prime paper includes those having Moody's ratings of P-3 and above.
Corporate Notes & Bonds	Debt instruments, typically unsecured, issued by corporations, with original maturities in most cases greater than one year and less than ten years.
Credit Risk	The chance that an issuer will be unable to make scheduled payments of interest and principal on an outstanding obligation. Another concern for investors is that the market's perception of a corporation's credit will cause the market value of a security to fall, even if default is not expected.
Credit Rating	Various alphabetical and numerical designations used by institutional investors, Wall Street underwriters, and commercial rating companies to give relative indications of bond and note creditworthiness. Standard & Poor's and Fitch Ratings use the same system, starting with their highest of "AAA, AA, A, BBB, BB, B, CCC, CC, C, and D" for default. Moody's Investor Services uses "Aaa, Aa, A, Baa, Ba, B, Caa, Ca, C, and D". Each of the services use pluses (+), minuses (-), or numerical modifiers to indicate steps within each category. The top four letter categories are considered investment grade ratings.
Duration	A fixed-income metric that measures the sensitivity of a bond or portfolio to changes in interest rates. A portfolio or security with a higher duration will experience larger changes in market value as interest rates change.
Federal Agency and Instrumentality Obligations	Obligations issued by a government sponsored entity or a federally regulated institution. Federal Agencies and U.S. Government Sponsored Enterprises are U.S. Government related organizations, the largest of which are government financial intermediaries assisting specific credit markets (housing, agriculture). They include: ▪ Federal Home Loan Banks (FHLB) ▪ Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") ▪ Federal National Mortgage Association (FNMA or "Fannie Mae") ▪ Federal Farm Credit Banks (FFCB) ▪ Student Loan Marketing Association (SLMA or "Sallie Mae") ▪ Tennessee Valley Authority (TVA)
Inverse Floater	An inverse floater is a bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes.
Issuer	Any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

Term	Description
Joint Powers Authority Pool	Joint Powers Authorities are legally created entities that allow two or more public agencies to jointly exercise common powers. Under California Government Code Section 6509.7, public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power by issuing shares of beneficial interest to participating public agencies. Each share represents an equal proportionate interest in the underlying pool of securities owned by the Joint Powers Authority.
LAIF	The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and continues today under the State of California Treasurer's office. This program offers participating agencies the opportunity to participate in a major portfolio which daily invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office Investment staff. The LAIF is part of the Pooled Money Investment Account (PMIA), which began in 1955 and is overseen by a Board and an Investment Committee. The Local Investment Advisory Board provides oversight for LAIF. All securities are purchased under the authority of the Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market, and market valuation is conducted monthly. Deposits are subject to statutory limits.
Liquidity	The ease with which an investment may be converted to cash, either by selling it in the secondary market or by demanding its repurchase pursuant to a put or other prearranged agreement with the issuer or another party.
Market Risk	The chance that the value of a security will decline as interest rates rise. In general, as interest rates fall, prices of fixed income securities rise. Similarly, as interest rates rise, prices fall. Market risk also is referred to as systematic risk or risk that affects all securities within an asset class similarly.
Maturity	The stated date on which all or a stated portion of the principal amount of a security becomes due and payable.
Money Market Fund	A type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of $1 per share.
Mortgage – Derived Interest only (IO) Strips	Mortgage-derived Interest only (IO) strips are a security where the holder receives a non-principal portion of the payments on the underlying mortgages. An interest only strip is created by separating the principal and interest portions of the payments on the underlying loan pool and

Term	Description
	selling them as distinct products. The process of separating the payments on the underlying debts is known as stripping. Although interest only strips can be created out of any debt-backed security that generates periodic payment, the term is strongly associated with mortgage-backed securities (MBS). The mortgage-backed securities that go through the process that separates the interest and principal payment streams are referred to as stripped MBS. The investor in the interest only stream benefits when prepayment rate on the underlying debt is low and interest rates are rising.
Nationally Recognized Statistical Rating Organization (NRSRO)	The formal term to describe credit rating agencies that provide credit ratings that are used by the U.S. government in several regulatory areas. Ratings provided by Nationally Recognized Statistical Ratings Organizations (NRSRO) are used frequently by investors and are used as benchmarks by federal and state agencies. Generally, to be considered an NRSRO, the agency has to be “nationally recognized” in the U.S. and provide reliable and credible ratings. Also taken into consideration is the size of the credit rating agency, operational capability and its credit rating process. Some examples of NRSRO’s include Moody’s Investors Service Inc., Standard and Poor’s Inc., Fitch Inc., Dominion Bond Rating Services Limited (DBRS) and A.M. Best Company Inc.
Notes	Debt obligations of a firm or public entity, usually maturing in less than ten years.
Pass-Through Security	A pass-through security is a security backed by a pool of mortgage loans or other debt instruments that provides the holder with the cash flow from the mortgage/debt payments. This income is passed through from the debtor to the investor by the financial institution or government agency issuing the security. The income payments are derived from and collateralized (or "backed") by a specified pool of underlying assets which are receivables. Pooling the assets into financial instruments allows them to be sold to general investors, a process called securitization, and allows the risk of investing in the underlying assets to be diversified because each security will represent a fraction of the total value of the diverse pool of underlying assets. The pools of underlying assets can comprise common payments such as credit cards, auto loans, mortgage loans, and other types of assets. Interest and principal is paid to investors from borrowers who are paying down their debt.
Portfolio	The combined holdings of all of an investor’s investment assets.
Public Bank	A corporation organized under the Nonprofit Mutual Benefit Corporation Law or the Nonprofit Public Benefit Corporation Law for the purpose of engaging in the commercial banking business or industrial banking business that is wholly owned by a local agency or agencies, or a Joint Powers Authority.

Term	Description
Range Accrual Note	A range accrual note is a type of financial derivative product where the earning, or accrual, of the coupon rate, depends on the value of an index. The index could be an interest rate, currency exchange rate, the price of a commodity or stock index. If the index value falls within a specified range, the coupon accrues or is credited, interest. If the index value falls outside of the specified range, the coupon rate does not accumulate.
Repurchase Agreement	From the perspective of a local agency, the short-term, often overnight, purchase of securities with an agreement to resell the securities to the counterparty seller on or before a specified date at an agreed upon price.
Reverse Repurchase Agreement	From the perspective of a local agency, the sale of securities with an agreement to repurchase the securities from the counterparty buyer on or before a specified date at a specified price.
Return	The principal gains or losses (realized and unrealized) plus interest on an investment or portfolio of investments. In certain unfavorable market environments or due to risk factors, income derived from principal and interest may be less than the original amount invested.
Risk	The uncertainty of maintaining the principal or interest associated with an investment due to a variety of factors.
State & Local Investment Pools	The combined deposits of state and local agencies organized and operated by the state treasurer or a Joint Powers Agreement between local agencies. Deposits of various participating local agencies are pooled and invested. Each agency's returns are based upon their share of the amount invested in the pool. This increases investment efficiencies, decreases costs, provides liquidity, and utilizes investment expertise of the pool managers.
Supranational	A supranational entity is formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. Examples of supranational institutions include the European Investment Bank and the World Bank. Similarly to the government bonds, the bonds issued by these institutions are considered direct obligations of the issuing nations and have a high credit rating.
Treasury Bill	A Treasury bill (T-Bill) is a short-term debt obligation backed by the Treasury Department of the U.S. government with a maturity of less than one year, sold in denominations of $1,000 up to a maximum purchase of $5 million. T-bills have various maturities and are issued at a discount from par.
Treasury Bond	A Treasury bond (T-Bond) is a marketable, fixed-interest U.S. government debt security with a maturity of more than 10 years. Treasury bonds make interest payments semi-annually, and the income received

Term	Description
	is only taxed at the federal level. Treasury bonds are known in the market as primarily risk-free; they are issued by the U.S. government with very little risk of default.
Treasury Note	A Treasury note is a marketable U.S. government debt security with a fixed interest rate and a maturity between one and ten years. Treasury notes are available from the government with either a competitive or noncompetitive bid. With a competitive bid, investors specify the yield they want, at the risk that their bid may not be approved; with a noncompetitive bid, investors accept whatever yield is determined at auction.
Treasury STRIPS	Treasury STRIPS are fixed-income securities sold at a significant discount to face value and offer no interest payments because they mature at par. STRIPS is an acronym for Separate Trading of Registered Interest and Principal of Securities. These zero-coupon bonds come about when the bond's coupons are separated from the bond or note; and investor's return is determined by the difference between the purchase price and the bond's trading value, or face value if held to maturity.
Yield to Maturity	The rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

Metropolitan Transit System

Policies and Procedures No. 30

Board Approval: ~~11/14/2024~~09/17/2026

SUBJECT:

INVESTMENT POLICY

PURPOSE:

The purpose of this Investment Policy for the San Diego Metropolitan Transit System (MTS) is to provide guidance and direction for the prudent investment of MTS funds, and to foster the creation of a systematic and controlled investment process. The ultimate goal is to maximize the efficiency of MTS's cash management system, and to enhance the economic status of MTS while protecting the principal of its pooled cash. The initial step toward a prudent investment policy is to set out a clear statement of fundamental investment direction.

POLICY:

MTS's policy is to invest public funds in a prudent manner, providing capital preservation, adequate liquidity, and a market rate of return consistent with the constraints imposed by safety objectives and cash flow considerations. Also, MTS's policy is to conform to all applicable federal, state and local statutes governing the investment of public funds.

30.1 SCOPE

This Investment Policy applies to all surplus assets of MTS. Surplus funds are defined as those funds not required for the immediate necessities of MTS; such funds do not include pension/retirement trust funds. Bond proceeds will be governed by relevant bond documents.

30.2 PRUDENCE

The standard of prudence to be used for managing the MTS investment program is California Government Code Section 53600.3, the prudent investor standard, which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a

like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

MTS investment officers acting in accordance with written procedures and this Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market risk, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. All participants in the investment process shall act reasonably as custodians of the public trust.

30.3 RISK TOLERANCE

MTS recognizes that investment risks can result from issuer defaults, or various technical complications leading to temporary illiquidity.

1. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in high grade securities and through issuer diversification.

2. Market risk, defined as market value fluctuations due to overall changes in market price and yield, shall be mitigated by maintaining appropriate asset diversification.

3. Interest rate risk, defined as bond market value fluctuations due to changes in interest rates, interest rate spreads, or the shape of the yield curve, shall be mitigated by maintaining an appropriate duration strategy and diversification of maturities.

4. Custodial credit risk, defined as the risk of loss due to the failure of the custodian, shall be mitigated by prudent custodian selection procedures and requirements, as described in Section 30.13 of this Policy.

30.4 OBJECTIVES

MTS strives to maintain in its investment portfolio 100% of all surplus funds, given daily and forecasted near-term cash flow needs. MTS funds shall be invested in accordance with all applicable policies and codes, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. SAFETY. The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of

those amounts. Safety of principal is the foremost objective of MTS's investment program, followed by liquidity and yield. Investments by MTS shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. MTS only operates in those investments that are considered very safe. Also, safety is ensured by diversification, which is required in order that potential losses on individual securities do not exceed income from the remainder of the portfolio.

2. LIQUIDITY. Liquidity refers to the ability to sell an investment at any given moment with a minimal chance of losing some portion of principal or interest. MTS's investment portfolio shall remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated. MTS will maintain an adequate percentage of the portfolio in liquid short-term securities that can be converted to cash, if necessary, to meet disbursement requirements.

3. YIELD/RETURN. The portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio, and State and local laws, regulations and resolutions that restrict the investment of short-term funds.

30.5 DELEGATION OF AUTHORITY

Management and oversight responsibility for MTS's investment program is delegated by the MTS Board of Directors (MTS Board) to the Chief Financial Officer, who shall establish procedures for the operation of the investment program, consistent with this Investment Policy. Such procedures will include appropriate delegation of authority to persons responsible for investment transactions. No person may engage in investment transactions except as provided under the terms of this Investment Policy and the procedures established by the Chief Financial Officer. The Chief Financial Officer is hereby delegated the authority from the MTS Board to:

1. Enter into agreements with MTS's financial depository in order to enable the Chief Financial Officer, or his/her designee, to execute investment transactions that will involve charges and credits to MTS's bank accounts.

2. Enter into banking arrangements with a third party bank trust department to facilitate the third-party safekeeping of MTS investments.

3. Establish operating procedures as deemed appropriate to operate an investment program consistent with this Investment Policy.

Upon the recommendation of the Chief Financial Officer, the MTS Board may engage the support services of outside investment advisors with respect to MTS's investment program, so long as it can be demonstrated that these services are expected to produce a net financial advantage or necessary financial protection of MTS's financial resources. Any investment advisor utilized by MTS should be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940, and shall operate in a manner consistent with this Investment Policy and other written instructions as provided.

30.6 ETHICS AND CONFLICT OF INTEREST

1. The Chief Financial Officer and all personnel involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program and/or which could impair their ability to make impartial investment decisions. MTS officers and employees involved in the investment process shall abide by MTS's Conflict of Interest Code, California Government Code Section 1090 et seq., and the California Political Reform Act (California Government Code Section 81000 et seq.). The Chief Financial Officer and all responsible personnel shall disclose to the MTS Board any material financial interests in any financial institutions that conduct business with MTS that could be related in a conflicting manner to MTS's investment portfolio performance.

2. MTS officers and employees involved in the investment process shall disclose to the MTS Board any material financial interests in any financial institutions that conduct business with MTS which could be related in a conflicting manner to the performance of MTS's investment portfolio. Additionally, the Chief Financial Officer and all investment personnel designated by the Chief Financial Officer shall file a Statement of Economic Interests each year as required by California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

30.7 AUTHORIZED BROKER/DEALERS

1. It is expected, though not required, that most of MTS's investments will be made through pooled investment funds provided by a California State and/or County entity. Allowable pools are detailed in Sections 30.8.9 – 30.8.11, of this Investment Policy Statement. When/if direct security investments are made

by MTS, MTS's procedures shall be designed to encourage multiple bids and offers on investment transactions from an approved list of broker/dealers in order to provide for the optimum yield in MTS's portfolio.

When/if making direct security investments, the Chief Financial Officer (or the Corporate Controller or the Director of Financial Planning and Analysis, if delegated) shall utilize a list of broker/dealers approved for investment purposes by the San Diego County Treasurer-Tax Collector's office. Purchases of investments through brokers, dealers, and financial institutions shall be permitted as stated in California Government Code Section 53635.5. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code. The firms they represent must:

(a) be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within its holding company structure, or;

(b) Report voluntarily to the Federal Reserve Bank of New York, or

(c) Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

2. If MTS utilizes an external investment advisor, the Chief Financial Officer may approve a list of authorized broker/dealers provided by the investment advisor.

30.8 AUTHORIZED AND SUITABLE INVESTMENTS

All investments and deposits of MTS assets shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686. Although the following includes authorized investments, the Chief Financial Officer shall determine the extent to which they are suitable based upon this Investment Policy and the resources used by the Chief Financial Officer in implementing it. This suitability determination shall include an examination of the Investment Policy Statements of utilized pooled investment funds to ensure that they are consistent with MTS's Policy.

Limitations identified in the following sections shall be adhered to and the percentage limits and credit criteria shall be measured against portfolio value on the date the investment is purchased. In the event of a credit

downgrade below the minimum acceptable credit rating, MTS shall require investment advisors engaged in the investing of MTS funds to notify MTS staff of the downgrade, and provide a plan of action to address the downgrade.

The list of authorized investments, and the limitations associated with those investments are detailed in Figure 1 attached to this Investment Policy Statement; Figure 1 is taken from the 2026~~2024~~ version of "Local Agency Investment Guidelines," published by the California Debt and Investment Advisory Commission. The authorized investments and associated limitations are as follows:

1. United States Treasury bills, notes, bonds, or strips with a final maturity not exceeding five years from the date of trade settlement.

2. Federal Agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or U.S. government-sponsored enterprises with maturities not exceeding five years from the date of trade settlement. There is no limit on the percentage of U.S. Treasury, Federal Agency, or U.S. government-sponsored enterprise obligations that may be held in MTS's portfolio.

3. Eligible Banker's Acceptances with a maturity not exceeding 180 days from the date of trade settlement, drawn on or accepted by a FDIC insured commercial bank with combined capital and surplus of at least $250 million, rated in a rating category of A-1, its equivalent, or higher by a nationally recognized statistical rating organization (NRSRO) at the time of purchase and whose senior long-term debt is rated in a rating category of "A", its equivalent, or higher by a NRSRO at the time of purchase. No more than 5% of MTS's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 40% of MTS's total portfolio.

4. Prime Commercial Paper (CP) with a maturity not exceeding 397~~270~~ days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity issuing the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:

   (a) The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total

assets in excess of $500,000,000 and (3) have debt other than commercial paper, if any, that is rated in a rating category of “A”, its equivalent, or higher by a NRSRO.

(b) The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated in a rating category of A-1, its equivalent, or higher, by a NRSRO.

No more than 5% of MTS’s total portfolio shall be invested in the commercial paper of any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CP investments with said issuer, and MTS shall not purchase more than 10% of the outstanding commercial paper of any single issuer. The aggregate non-pooled fund investment in commercial paper shall not exceed 25% of MTS’s total portfolio. Pooled fund commercial paper investments shall not exceed 40% of MTS’s total portfolio, and the combined pooled fund and non-pooled fund investment in commercial paper shall also not exceed 40% of MTS’ total portfolio.

5. Non-negotiable certificates of deposit (CD) with a final maturity not exceeding five years and meeting the conditions in either paragraph (a) or paragraph (b) below:

(a) Certificates of deposit shall meet the requirements for deposit under California Government Code Section 53630 et seq. To be eligible to receive MTS deposits, the financial institution must meet the requirements of California Government Code Section 53635.2. Deposits are required to be collateralized as specified under California Government Code Section 53630 et seq. The Chief Financial Officer, at his or her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. MTS shall also have a signed agreement with the depository per California Government Code Section 53649.

(b) Certificates of deposit placed through a deposit placement service shall meet the requirements of Government Code Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of

each certificate of deposit shall at all times be insured by federal deposit insurance.

No more than 5% of the portfolio shall be held in any one non-negotiable certificate of deposit or allocated to any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CD investments with said issuer, and the aggregate investment in non-negotiable certificates of deposit and negotiable certificates of deposit shall not exceed 30% of MTS's total portfolio.

6. Negotiable Certificates of Deposit with a final maturity not exceeding five years issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Negotiable CD issuers must be rated in a rating category of "A", its equivalent, or higher by two NRSROs.

   No more than 10% of the portfolio shall be held in any one negotiable certificate of deposit or allocated to any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-CD investments with said issuer, and the aggregate investment in non-negotiable certificates of deposit and negotiable certificates of deposit shall not exceed 30% of MTS's total portfolio.

7. Repurchase Agreements with a final termination date not exceeding 1 year collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in Sections 30.8.1 and 30.8.2 above with the maturity of the collateral not exceeding ten years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of MTS's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in MTS's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-market daily.

   Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York or with firms that have a primary dealer within their holding company structure. Repurchase agreement counterparties shall execute an MTS-approved Master Repurchase Agreement with MTS. The Chief

Financial Officer shall maintain a copy of MTS's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed such an agreement.

The Repurchase Agreement exposure to a single broker/dealer shall not exceed 10% of MTS's total portfolio when the dollar-weighted average Repurchase Agreement maturity is greater than 5 days, or 15% of MTS's total portfolio when the dollar-weighted average Repurchase Agreement maturity is 5 days or less. Maximum Repurchase Agreement exposure shall not exceed 40% of MTS's total portfolio.

8. Reverse Repurchase Agreements may only be directly utilized after prior approval by the MTS Board, or indirectly utilized as a permitted investment by the California Local Agency Investment Fund, the San Diego County Treasurer's Pooled Money Fund, or a Joint Powers Authority Pool.

   If an MTS Reverse Repurchase Agreement is authorized by the MTS Board, it may only be utilized if: 1) the security to be sold has been owned and fully paid for by MTS for a minimum of 30 days prior to the sale; 2) the total of all Reverse Repurchase Agreements does not exceed 20% of the value of the total MTS portfolio; and 3) the agreement does not exceed a term of 92 days unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of the security using a Reverse Repurchase Agreement and the final maturity of the same security. The proceeds of the Reverse Repurchase Agreement may not be invested in securities whose maturity exceeds the term of the Reverse Repurchase Agreement.

   Reverse Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York or with firms that have a primary dealer within their holding company structure. Reverse Repurchase Agreement counterparties shall execute an MTS-approved Master Repurchase Agreement with MTS. The Chief Financial Officer shall maintain a copy of MTS's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed such an agreement.

   The Reverse Repurchase Agreement exposure to a single broker-dealer shall not exceed 10% of MTS's total portfolio.

9. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. There

is no limit on the percentage of MTS's portfolio that may be invested in LAIF, though LAIF may impose statutory limits.

10. The San Diego County Treasurer's Pooled Money Fund (SDPMF). There is no limit on the percentage of MTS's total portfolio that may be invested in SDPMF.

11. A Joint Powers Authority Pool (JPAP), pursuant to California Government Code Section 53601(p) as long as the portfolio is rated among the top two rating categories by a NRSRO. Such a pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management of at least $500,000,000, and has at least five years of experience investing in instruments authorized by Section 53601(a-o). Examples of such pools include, but are not limited to, those offered by the California Asset Management Program (CAMP) and the Investment Trust of California (CalTrust). There is no limit on the percentage of JPAPs which offer daily (same-day) liquidity that may be held in MTS's portfolio; however, the aggregate investment in any JPAPs which do not offer daily liquidity shall not exceed 2.5% of MTS's total portfolio.

12. Medium Term Notes (MTN) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States with a final maturity not exceeding five years from the date of trade settlement. These notes must be rated in a rating category of "A", its equivalent, or higher by a NRSRO.

    No more than 10% of MTS's total portfolio shall be invested in medium term notes of any one issuer, the maximum exposure to a single issuer shall be 10% of total portfolio value inclusive of any other non-MTN investments with said issuer, and the aggregate investment in medium term notes shall not exceed 30% of MTS's total portfolio.

13. Money Market Funds registered under the Investment Company Act of 1940 that 1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of $1.00; 3) invest only in the securities and obligations authorized by State statute and 4) have attained the highest ranking or the highest letter and numerical rating provided by at least two NRSROs, or retained an investment advisor registered or exempt from registration (such as a bank holding company regulated by the Federal Deposit Insurance Corporation) with the Securities and Exchange

Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500,000,000.

No more than 10% of MTS's total portfolio shall be invested in money market funds of any one issuer, and the aggregate investment in money market funds shall not exceed 20% of MTS's total portfolio.

14. Municipal bonds that are listed below with a final maturity not exceeding five years from the date of trade settlement and that must be rated in a rating category of "A," its equivalent, or higher by a NRSRO at the time of purchase. No more than 5% of MTS's total portfolio shall be invested in any single issuer, and the aggregate investment in municipal bonds shall not exceed 30% of MTS's total portfolio.

    (a) Bonds issued by MTS, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by MTS or by a department, board, agency, or authority of MTS.

    (b) Registered State warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.

    (c) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

    (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

15. Supranationals, which are United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance

Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States.

Investments under this subdivision shall be rated in the rating category of "AA," its equivalent, or better by at least one NRSRO. Purchases of supranational shall not exceed 30% of the investment portfolio of MTS, and the exposure to a single supranational issuer shall not exceed 10% of the investment portfolio of MTS.

16. Mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable pass-through certificates, or consumer receivable-backed bonds. For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in Sections 53601(b) or 53601(f) of the California Government Code, the following limitations apply: the individual security must be rated in a category of "AA," its equivalent, or better by at least one NRSRO and have a maximum remaining maturity of five years or less; and purchases of securities authorized by this subdivision may not exceed 20% of MTS's total portfolio.

17. Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600 of the California Government Code.

30.9 PROHIBITED INVESTMENTS

In accordance with Section 53601.6 of the California Government Code, MTS shall not invest any funds in inverse floaters, range notes or mortgage-derived interest-only strips, or in any security that could result in zero-interest accrual if held to maturity, with the following exception: in accordance with Section 53601.6(b)(2), MTS may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates.

30.10 INVESTMENT POOLS

MTS allows investments in public agency investment pools (per Sections 30.8.9 – 30.8.11). Although many of these pools are long-standing, the Chief Financial Officer will annually obtain operating information from each utilized pool which includes the information detailed in Section 30.15 of this Investment Policy Statement.

30.11 MATURITY

MTS will not invest in instruments whose maturities exceed five years at the time of trade settlement unless the MTS Board has provided approval for a specific purpose at least three months before the investment is made. The Chief Financial Officer shall be responsible for determining and monitoring an average maturity which meets MTS's projected cash flow requirements and shall be reported to the MTS Board as required under State Law. The average duration of any externally managed fund utilized by MTS shall not exceed 150 percent of the duration of the appropriate benchmark for that fund.

30.12. SELECTION OF DEPOSITORIES

The Chief Financial Officer shall only utilize FDIC insured banks eligible to provide depository and other banking services for MTS. To be eligible, a bank must qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC insurance coverage in accordance with California Government Code Section 53652.

30.13. SAFEKEEPING & CUSTODY

The Chief Financial Officer may select one or more banks to provide third-party safekeeping and custodial services for MTS, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by MTS shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for MTS's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be held in the name of MTS, with sufficient evidence to title consistent with modern investment, banking and commercial practices.

All investment securities, except non-negotiable certificates of deposit, money market funds, and public agency investment pools, purchased by MTS will be delivered by book entry and will be held in third-party safekeeping by an MTS-approved custodian bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by MTS shall be held in the Federal Reserve System in a customer account for the custodian bank which will name MTS as “customer.”

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for MTS as "customer."

30.14. DIVERSIFICATION

MTS shall diversify its investments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the portfolio should be managed depending upon the outlook for the economy, the securities markets, and MTS's anticipated cash flow needs.

30.15. REPORTING

Quarterly, the Chief Financial Officer shall submit to the MTS Board a report of the investment earnings and performance results of MTS's investment portfolio. The report shall be submitted within 60 days following the end of the quarter, and shall include the following information for each individual investment:

1. Investment type, issuer, purchase date (trade and settlement), date of maturity, par value, purchase price and dollar amount invested in all securities, and investments and monies held by MTS;

2. A description of the funds, investments and programs;

3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;

4. Current period yield (based on cost) and rates of return for short-term and mid-term investments, including comparison to established benchmarks;

5. A statement of compliance with this Investment Policy or an explanation for non-compliance; and

6. A statement of MTS's ability to meet expenditure requirements for six months, and an explanation of why money will not be available if that is the case.

For investments in authorized investment pools, the most recent statement received from these pools may be used in lieu of the information listed above.

30.16 INTERNAL CONTROLS

The Chief Financial Officer (or the Corporate Controller, or the Director of Financial Planning and Analysis, if delegated) shall establish a system of internal controls, which shall be documented in writing. The internal controls will be reviewed with both the outside independent auditor and MTS's internal auditor. The controls shall be designed to prevent loss of public funds arising from fraud, employee error, or misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of MTS. Controls deemed most important include: control of collusion, segregation of duties, separating transaction authority from accounting and record keeping, custodial safekeeping, clear delegation of authority, written (email or faxed allowable) confirmation of telephone transactions, documentation of transactions and strategies and code of ethical standards.

30.17 PERFORMANCE STANDARDS

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of MTS's portfolio and any external investment managers shall be compared to appropriate benchmark indices.

30.18 REVIEW, ADOPTION & AMENDMENTS

This Investment Policy shall be reviewed biennially by the MTS Board. Such review shall include review of the "Summary of Statutory Changes" and Figure 1 (Allowable Investment Instruments per State Government Code) in the Local Agency Investment Guidelines. The MTS Investment Policy may not be altered, amended or changed in any particular way, except by formal approval of the MTS Board.

Attachments: Figure 1: Summary of California Code and MTS Policy
Table of Notes for Figure 1
Glossary of Investment Terms and Instruments

Original Policy accepted on 10/23/86.
Policy revised on 9/23/93.
Policy repealed and readopted 6/13/96.
Policy revised on 12/11/97.
Policy revised on 8/12/99.
Policy revised on 8/10/00.
Policy revised on 9/13/01.
Policy revised on 3/11/04.
Policy revised on 6/14/07.

Policy revised on 10/11/18.
Policy revised on 05/14/2020.
Policy revised on 12/16/2021.
Policy revised on 11/10/2022.
Policy ~~Revised~~ revised on 11/14/2024
Policy revised on 9/17/2026

Figure 1: Summary of California Code and MTS Policy

INVESTMENT TYPE	CA CODE MAXIMUM MATURITY[C]	CA CODE MAXIMUM SPECIFIED % OF PORTFOLIO[D]	CA CODE MINIMUM QUALITY REQUIREMENTS	MTS POLICY MAXIMUM SPECIFIED % OF PORTFOLIO[D]	MTS POLICY MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	None	None	**30%**	**"A" rating category or its equivalent or better**
U.S. Treasury Obligations	5 years	None	None	Same as CA Code	Same as CA Code
State Obligations—CA And Others	5 years	None	None	**30%**	**"A" rating category or its equivalent or better**
CA Local Agency Obligations	5 years	None	None	**30%**	**"A" rating category or its equivalent or better**
U.S Agency Obligations	5 years	None	None	Same as CA Code	Same as CA Code
Bankers' Acceptances	180 days	40%[E]	None	Same as CA Code	**"A-1" rating category or its equivalent or better**
Commercial Paper—Pooled Funds[I]	397~~270~~ days	40% of the agency's money[G]	Highest letter and number rating by an NRSRO[H]	Same as CA Code	Same as CA Code
Commercial Paper—Non-Pooled Funds[F]	397~~270~~ days	If investment assets <$100 million, 25% of the agency's money; if investment assets >$100 million, 40% of the agency's money[G]	Highest letter and number rating by an NRSRO[H]	**25%**	Same as CA Code
Negotiable Certificates of Deposit	5 years	30%J	None	Same as CA Code	**"A" rating category or its equivalent or better**
Non-negotiable Certificates of Deposit	5 years	None	None	**30%**	Same as CA Code
Placement Service Deposits	5 years	50%	None	**30%**	Same as CA Code
Placement Service Certificates of Deposit	5 years	50%	None	**30%**	Same as CA Code
Repurchase Agreements	1 year	None	None	**40%**	Same as CA Code
Reverse Repurchase Agreements & Securities Lending Agreements	92 days[L]	20% of the base value of the portfolio	None[M]	Same as CA Code	Same as CA Code
Medium-Term Notes[N]	5 years	30%	"A" rating category or its equivalent or better	Same as CA Code	Same as CA Code
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple[P,Q]	Same as CA Code	Same as CA Code
Collateralized Bank DepositsR	5 years	None	None	Same as CA Code	Same as CA Code
Mortgage Pass–Through and Asset-Backed Securities[S]	5 years	20%	"AA" rating category or its equivalent or better[S]	Same as CA Code	Same as CA Code
County Pooled Investment Funds	N/A	None	None	Same as CA Code	Same as CA Code
Joint Powers Authority Pool	N/A	None	Multiple[T]	**2.5% on Pools not offering daily liquidity**	Same as CA Code
Local Agency Investment Fund (LAIF)	N/A	None	None	Same as CA Code	Same as CA Code
Voluntary Investment Program Fund[U]	N/A	None	None	Same as CA Code	Same as CA Code.
Supranational Obligations[V]	5 years	30%	"AA" rating category or its equivalent or better	Same as CA Code	Same as CA Code
Public Bank Obligations	5 years	None	None	Same as CA Code	Same as CA Code

TABLE OF NOTES FOR FIGURE 1

A. *Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.*

B. *Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.*

C. *Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year limit.*

D. *Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.*

E. *No more than 5~~30~~ percent of the agency's money may be in bankers' acceptances of any one issuer~~commercial bank~~.*

F. *Includes agencies defined as a "city, a district, or other local agency that do[es] not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body."*

G. *Local agencies, other than counties or a city and county, may invest~~purchase~~ no more than 10 percent of their investment assets in the outstanding commercial paper and medium-term notes of any single issuer.*

H. *Issuing corporation must be organized and operating within the U.S., have assets in excess of $500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.*

I. *Includes agencies defined as a county, a city and county, or other local agency "that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body." Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).*

J. *No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).*

K. *Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 20312026, the maximum percentage of the portfolio reverts back to 30 percent. Investment made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.*

L. *Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.*

M. *Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.*

N. *"Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States"*

O. *No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.*

P. *A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), have assets under management in excess of $500 million, and have at least five years' experience investing in instruments authorized by Sections 53601 and 53635.*

Q. *A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of $500 million.*

R. *Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.*

S. *Security types authorized under Section 53601(o) that are issued or guaranteed by an issuer identified in subdivisions (b) or (f) are not subject to the limitations placed on privately issued securities authorized in Section 53601(o)(2)(A)(B).*

T. *A JPAP must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).*

U. *Upon approval by their governing bodies, local entities can deposit $200 million to $10 billion into the Voluntary Investment Program Fund. Deposits in the fund will be invested in the Pooled Money Investment Account.*
~~U.~~

V. *Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.*

GLOSSARY OF INVESTMENT TERMS AND INSTRUMENTS

Term	Description
Banker's Acceptance	A short-term bill of exchange that is accepted as payment by banks engaged in financing physical asset or merchandise trade.
Benchmark	A passive index used to compare the performance, relative to risk and return, of an investor's portfolio.
Bond	A debt obligation of a firm or public entity. A bond represents the agreement to repay the debt in principal and, typically, in interest on the principal.
Broker/Dealer	A person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.
CalTrust	The Investment Trust of California (CalTrust) is a Joint Powers Authority created by public agencies in 2003 to provide a convenient method for public agencies to pool their assets for investment purposes. CalTrust is governed by a Board of Trustees made up of experienced local agency treasurers and investment officers. CalTrust offers Short-Term, Medium-Term, and Money Market funds managed by State Street Investment Management~~Global Advisors~~. The Money Market fund offers daily (same-day) liquidity. All CalTrust accounts comply with the limits and restrictions placed on local investments by California statutes.
CAMP	The California Asset Management Program (CAMP) is a California Joint Powers Authority established in 1989 to provide California public agencies, together with any bond trustee acting on behalf of such public agency, assistance with the investment of and accounting for bond proceeds and surplus funds. The CAMP Pool is a short-term money market and cash management vehicle managed by PFM Asset Management LLC. The Pool seeks to attain as high a level of current income as is consistent with the preservation of principal. It seeks to maintain a constant Net Asset Value of $1 per share and a dollar-weighted average portfolio maturity of 60 days or less. The Pool purchases only investments of the type in which public agencies are permitted by statute to invest surplus funds and proceeds of their own bonds.
Cash Flow	A comparison of cash receipts (revenues) to required payments (debt service, operating expenses, etc.).
Certificate of Deposit	A short-term, secured deposit in a financial institution that usually returns principal and interest to the lender at the end of the loan period. Certificates of Deposits (CDs) differ in terms of collateralization and marketability. Those appropriate to public agency investing include: Negotiable Certificates of Deposit, Non-Negotiable Certificates of Deposit.

Term	Description
Commercial Paper	A short-term, unsecured promissory note issued by a corporation. Prime paper includes those having Moody's ratings of P-3 and above.
Corporate Notes & Bonds	Debt instruments, typically unsecured, issued by corporations, with original maturities in most cases greater than one year and less than ten years.
Credit Risk	The chance that an issuer will be unable to make scheduled payments of interest and principal on an outstanding obligation. Another concern for investors is that the market's perception of a corporation's credit will cause the market value of a security to fall, even if default is not expected.
Credit Rating	Various alphabetical and numerical designations used by institutional investors, Wall Street underwriters, and commercial rating companies to give relative indications of bond and note creditworthiness. Standard & Poor's and Fitch Ratings use the same system, starting with their highest of "AAA, AA, A, BBB, BB, B, CCC, CC, C, and D" for default. Moody's Investor Services uses "Aaa, Aa, A, Baa, Ba, B, Caa, Ca, C, and D". Each of the services use pluses (+), minuses (-), or numerical modifiers to indicate steps within each category. The top four letter categories are considered investment grade ratings.
Duration	A fixed-income metric that measures the sensitivity of a bond or portfolio to changes in interest rates. A portfolio or security with a higher duration will experience larger changes in market value as interest rates change.
Federal Agency and Instrumentality Obligations	Obligations issued by a government sponsored entity or a federally regulated institution. Federal Agencies and U.S. Government Sponsored Enterprises are U.S. Government related organizations, the largest of which are government financial intermediaries assisting specific credit markets (housing, agriculture). They include: ▪ Federal Home Loan Banks (FHLB) ▪ Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") ▪ Federal National Mortgage Association (FNMA or "Fannie Mae") ▪ Federal Farm Credit Banks (FFCB) ▪ Student Loan Marketing Association (SLMA or "Sallie Mae") ▪ Tennessee Valley Authority (TVA)
Inverse Floater	An inverse floater is a bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes.
Issuer	Any corporation, governmental unit, or financial institution that borrows money through the sale of securities.
Joint Powers Authority Pool	Joint Powers Authorities are legally created entities that allow two or more public agencies to jointly exercise common powers. Under California Government Code Section 6509.7, public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power by issuing shares of beneficial

Term	Description
	interest to participating public agencies. Each share represents an equal proportionate interest in the underlying pool of securities owned by the Joint Powers Authority.
LAIF	The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and continues today under the State of California Treasurer's office. This program offers participating agencies the opportunity to participate in a major portfolio which daily invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office Investment staff. The LAIF is part of the Pooled Money Investment Account (PMIA), which began in 1955 and is overseen by a Board and an Investment Committee. The Local Investment Advisory Board provides oversight for LAIF. All securities are purchased under the authority of the Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market, and market valuation is conducted monthly. Deposits are subject to statutory limits.
Liquidity	The ease with which an investment may be converted to cash, either by selling it in the secondary market or by demanding its repurchase pursuant to a put or other prearranged agreement with the issuer or another party.
Market Risk	The chance that the value of a security will decline as interest rates rise. In general, as interest rates fall, prices of fixed income securities rise. Similarly, as interest rates rise, prices fall. Market risk also is referred to as systematic risk or risk that affects all securities within an asset class similarly.
Maturity	The stated date on which all or a stated portion of the principal amount of a security becomes due and payable.
Money Market Fund	A type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of $1 per share.
Mortgage – Derived Interest only (IO) Strips	Mortgage-derived Interest only (IO) strips are a security where the holder receives a non-principal portion of the payments on the underlying mortgages. An interest only strip is created by separating the principal and interest portions of the payments on the underlying loan pool and selling them as distinct products. The process of separating the payments on the underlying debts is known as stripping. Although interest only strips can be created out of any debt-backed security that generates periodic payment, the term is strongly associated with mortgage-backed securities (MBS). The mortgage-backed securities that go through the process that separates the interest and principal payment streams are referred to as stripped MBS. The investor in the

Term	Description
	interest only stream benefits when prepayment rate on the underlying debt is low and interest rates are rising.
Nationally Recognized Statistical Rating Organization (NRSRO)	The formal term to describe credit rating agencies that provide credit ratings that are used by the U.S. government in several regulatory areas. Ratings provided by Nationally Recognized Statistical Ratings Organizations (NRSRO) are used frequently by investors and are used as benchmarks by federal and state agencies. Generally, to be considered an NRSRO, the agency has to be “nationally recognized” in the U.S. and provide reliable and credible ratings. Also taken into consideration is the size of the credit rating agency, operational capability and its credit rating process. Some examples of NRSRO’s include Moody’s Investors Service Inc., Standard and Poor’s Inc., Fitch Inc., Dominion Bond Rating Services Limited (DBRS) and A.M. Best Company Inc.
Notes	Debt obligations of a firm or public entity, usually maturing in less than ten years.
Pass-Through Security	A pass-through security is a security backed by a pool of mortgage loans or other debt instruments that provides the holder with the cash flow from the mortgage/debt payments. This income is passed through from the debtor to the investor by the financial institution or government agency issuing the security. The income payments are derived from and collateralized (or "backed") by a specified pool of underlying assets which are receivables. Pooling the assets into financial instruments allows them to be sold to general investors, a process called securitization, and allows the risk of investing in the underlying assets to be diversified because each security will represent a fraction of the total value of the diverse pool of underlying assets. The pools of underlying assets can comprise common payments such as credit cards, auto loans, mortgage loans, and other types of assets. Interest and principal is paid to investors from borrowers who are paying down their debt.
Portfolio	The combined holdings of all of an investor’s investment assets.
Public Bank	A corporation organized under the Nonprofit Mutual Benefit Corporation Law or the Nonprofit Public Benefit Corporation Law for the purpose of engaging in the commercial banking business or industrial banking business that is wholly owned by a local agency or agencies, or a Joint Powers Authority.
Range Accrual Note	A range accrual note is a type of financial derivative product where the earning, or accrual, of the coupon rate, depends on the value of an index. The index could be an interest rate, currency exchange rate, the price of a commodity or stock index. If the index value falls within a specified range, the coupon accrues or is credited, interest. If the index value falls outside of the specified range, the coupon rate does not accumulate.
Repurchase Agreement	From the perspective of a local agency, the short-term, often overnight, purchase of securities with an agreement to resell the securities to the counterparty seller on or before a specified date at an agreed upon price.

Term	Description
Reverse Repurchase Agreement	From the perspective of a local agency, the sale of securities with an agreement to repurchase the securities from the counterparty buyer on or before a specified date at a specified price.
Return	The principal gains or losses (realized and unrealized) plus interest on an investment or portfolio of investments. In certain unfavorable market environments or due to risk factors, income derived from principal and interest may be less than the original amount invested.
Risk	The uncertainty of maintaining the principal or interest associated with an investment due to a variety of factors.
State & Local Investment Pools	The combined deposits of state and local agencies organized and operated by the state treasurer or a Joint Powers Agreement between local agencies. Deposits of various participating local agencies are pooled and invested. Each agency's returns are based upon their share of the amount invested in the pool. This increases investment efficiencies, decreases costs, provides liquidity, and utilizes investment expertise of the pool managers.
Supranational	A supranational entity is formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. Examples of supranational institutions include the European Investment Bank and the World Bank. Similarly to the government bonds, the bonds issued by these institutions are considered direct obligations of the issuing nations and have a high credit rating.
Treasury Bill	A Treasury bill (T-Bill) is a short-term debt obligation backed by the Treasury Department of the U.S. government with a maturity of less than one year, sold in denominations of $1,000 up to a maximum purchase of $5 million. T-bills have various maturities and are issued at a discount from par.
Treasury Bond	A Treasury bond (T-Bond) is a marketable, fixed-interest U.S. government debt security with a maturity of more than 10 years. Treasury bonds make interest payments semi-annually, and the income received is only taxed at the federal level. Treasury bonds are known in the market as primarily risk-free; they are issued by the U.S. government with very little risk of default.
Treasury Note	A Treasury note is a marketable U.S. government debt security with a fixed interest rate and a maturity between one and ten years. Treasury notes are available from the government with either a competitive or noncompetitive bid. With a competitive bid, investors specify the yield they want, at the risk that their bid may not be approved; with a noncompetitive bid, investors accept whatever yield is determined at auction.
Treasury STRIPS	Treasury STRIPS are fixed-income securities sold at a significant discount to face value and offer no interest payments because they

Term	Description
	mature at par. STRIPS is an acronym for Separate Trading of Registered Interest and Principal of Securities. These zero-coupon bonds come about when the bond's coupons are separated from the bond or note; and investor's return is determined by the difference between the purchase price and the bond's trading value, or face value if held to maturity.
Yield to Maturity	The rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

Metropolitan Transit System

Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

On-Call Job Order Contracting (JOC) Railroad General Electrical, Communication, and Traffic Signal Construction 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. PWL461.0-26 (in substantially the same format as Attachment A), with HMS Construction, Inc. (HMS), for on-call railroad general electrical, communication, and traffic signal construction services, to not exceed the statutory JOC limits under Public Contract Code Section 20128.5, calculated to be in the amount of $6,642,000.00, for one (1) year beginning October 1, 2026.

Budget Impact

No specific spending is authorized by this agenda item. The maximum amount that can be spent is $6,642,000.00 based on the calculated statutory JOC limits. The contract will be funded by various MTS capital budget accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under $150,000 will be approved by the CEO; task orders over $150,000 will require Board approval).

DISCUSSION:

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

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

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.

MTS's enabling legislation at Public Utilities Code Section 120222 authorizes MTS to use any procurement method authorized for state or local agencies under state or federal law. Certain public entities in California are expressly authorized to use the JOC process within limited parameters. MTS's abilities to utilize the JOC contracting process is premised upon the statutory allowance granted to such entities. Public Contract Code Section 20128.5, effective January 1, 1998, allows the Board of Supervisors of a County to utilize JOCs up to $3,000,000.00 annually, adjusted annually to reflect the percent change in the California Consumer Price Index. CPI calculations through February 1st, 2026 allow JOC contract amounts of up to $6,642,000.00 annually. MTS maintains internal contract administration guidelines to ensure compliance with the annual maximum in JOC work orders.

The JOC contract under consideration is primarily for, but is not limited to, general railroad electrical and communications work contracting services including network communications, fiber optic network installations, Variable Message Sign (VMS), Closed Circuit TV (CCTV), fare system, Train to Wayside communications, traffic lights, traffic signalization and synchronization systems, and all required incidental and supplemental professional and technical services and work.

On May 14, 2026, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC railroad general electrical, communications, and traffic signal construction services with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 3%
Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 2%
Item 3: Normal Working Hours Along Railroad Right-of-Way – 75%
Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 15%
Item 5: Restricted Work Shift – 5%

On July 17, 2026, two (2) bids were received from the following firms listed in the table below:

Contractor	Certifications	Total Score
Balfour Beatty	None	1.2169
HMS	None	1.2000

The low bid is considered to be the lowest cumulative adjustment factor over the pre-priced catalog. Therefore, MTS determined that HMS was the lowest responsive and responsible bidder. Staff determined that the solicitation was conducted in a fair and open manner. Based on historical results for these and other JOC services, MTS Procurement staff determined HMS’s adjustment factor to be fair and reasonable.

Today’s proposed action would authorize the award of this on-call contract to HMS Construction, Inc. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under $150,000 will be approved by the CEO; task orders over $150,000 will require Board approval). Any individual work order estimated to be over $1,000,000.00 will require compliance with MTS’s Project Labor Agreement. If subcontractors are needed for any individual work order, the Contractor will designate the list of subcontracts at that time.

MTS staff currently estimates that approximately $3,000,000.00 in capacity is needed for projected railroad general electrical, communication, and traffic signal construction services JOC work order needs in Fiscal Year 2027. However, JOC work orders are a key tool in MTS's emergency response and recovery plan since they provide an expedited path to authorize work at competitively set rates. They also sometimes accommodate work that is funded by new grant opportunities that were not anticipated at the time of the JOC contract award. Therefore, staff recommends this proposed JOC master agreement allow JOC work orders up to the annual statutory limit of $6,642,000.00 to provide capacity for emergencies and other unexpected funding allocations and project work.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL461.0-26 (in substantially the same format as Attachment A), with HMS, for on-call railroad general electrical, communication, and traffic signal construction services, to not exceed the statutory JOC limits under Public Contract Code Section 20128.5, calculated to be in the amount of $6,642,000.00, for one (1) year beginning October 1, 2026.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWL461.0-26

Metropolitan Transit System

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWL461.0-26

JOC RAILROD GENERAL ELECTRICAL, COMMUNICATION, AND TRAFFIC SIGNAL CONSTRUCTION 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: HMS Construction, Inc.

Address: 2885 Scott Street
Vista CA 92081
City State Zip

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

Email: Cmorales@hmsconco.com

Telephone: 760-727-9808

Authorized person to sign contracts Chris Morales CFO
Name Title

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

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the General Conditions (Exhibit A), Scope of Work (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), JOC Special Conditions (Exhibit D), Federal Requirements (Exhibit E), Forms (Exhibit F), Bid Form (Exhibit G), Contractor Bonds (Exhibit H), Construction Task Catalog (Exhibit I), and Technical Specifications (Exhibit J).

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:

DRAFT

JOC RAILROD GENERAL ELECTRICAL, COMMUNICATION, AND TRAFFIC SIGNAL CONSTRUCTION SERVICES

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.

This agreement shall be valid for a period of one (1) base year. Base period shall be effective October 1, 2026 through September 30, 2027. Time is of the essence in the performance of the Work for each subsequent Work Order. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

CONTRACT PRICE.

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. In no event shall the value of total Work Orders exceed the statutory JOC limits under Public Contract Code Section 20128.5 ($6,642,000.00 as of February 1st, 2026).

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.

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.

PROJECT LABOR AGREEMENT.

Contractor shall comply with MTS's Project Labor Agreement for any individual work order estimated to be $1,000,000 or more, as determined by MTS.

DRAFT

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

DRAFT

Agenda Item No. 21

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

On-Call Job Order Contracting (JOC) Railroad Signals, Overhead Catenary Systems, and Trackwork Construction – 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. PWL462.0-26 (in substantially the same format as Attachment A), with HMS Construction, Inc. (HMS), for on-call railroad signals, overhead catenary systems and, trackwork construction, to not exceed the statutory JOC limits under Public Contract Code Section 20128.5, calculated to be in the amount of $6,642,000.00, for one (1) year beginning October 1, 2026.

Budget Impact

No specific spending is authorized by this agenda item. The maximum amount that can be spent is $6,642,000.00 based on the calculated statutory JOC limits. The contract will be funded by various MTS capital budget accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under $150,000 will be approved by the CEO; task orders over $150,000 will require Board approval).

DISCUSSION:

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

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

MTS's enabling legislation at Public Utilities Code Section 120222 authorizes MTS to use any procurement method authorized for state or local agencies under state or federal law. Certain public entities in California are expressly authorized to use the JOC process within limited parameters. MTS's abilities to utilize the JOC contracting process is premised upon the statutory allowance granted to such entities. Public Contract Code Section 20128.5, effective January 1, 1998, allows the board of supervisors of a county to utilize JOCs up to $3,000,000.00 annually, adjusted annually to reflect the percent change in the California Consumer Price Index. CPI calculations through February 1st, 2026 allow JOC contract amounts of up to $6,642,000.00 annually. MTS maintains internal contract administration guidelines to ensure compliance with the annual maximum in JOC work orders.

The JOC contract under consideration consists primarily of, but is not limited to, railroad signal, overhead catenary system and trackwork improvements, including main line and trolley line railroad signals, grade crossing warning devices, overhead catenary, traction power, trackwork, special trackwork and related switch gear and wiring, traction power substations, and related civil construction improvements work; and all required incidental professional and technical series required for quality control monitoring and testing, and other disciplines as needed.

On May 14, 2026, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide railroad signals, overhead catenary systems and, trackwork construction with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 15%
Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 3%
Item 3: Normal Working Hours Along Railroad Right-of-Way – 75%
Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 2%
Item 5: Restricted Work Shift – 5%

On July 17, 2026, two (2) bids were received from the following firms listed in the table below:

Contractor	Certifications	Total Score
Balfour Beatty	None	1.2816
HMS Construction, Inc.	None	1.2350

The low bid is considered to be the lowest cumulative adjustment factor over the pre-priced catalog. Therefore, MTS determined that HMS Construction, Inc. was the lowest responsive and responsible bidder. Staff determined that the solicitation was conducted in a fair and open manner. Based on historical results for these and other JOC services, MTS Procurement staff determined HMS's adjustment factor to be fair and reasonable.

Today's proposed action would authorize the award of this on-call contract to HMS Construction, Inc. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. work orders under $150,000 will be approved by the CEO; work orders over $150,000 will require Board approval). Any individual work order estimated to be over $1,000,000.00 will require compliance with MTS's Project Labor Agreement. If subcontractors are needed for any individual work order, the Contractor will designate the list of subcontracts at that time.

MTS staff currently estimates that approximately $2,500,000.00 in capacity is needed for projected railroad signals, overhead catenary systems, and trackwork construction JOC work order needs in Fiscal Year 2027. However, JOC work orders are a key tool in MTS's emergency response and recovery plan since they provide an expedited path to authorize work at competitively set rates. They also sometimes accommodate work that is funded by new grant opportunities that were not anticipated at the time of the JOC contract award. Therefore, staff recommends this proposed JOC master agreement allow JOC work orders up to the annual statutory limit of $6,642,000 to provide capacity for emergencies and other unexpected funding allocations and project work.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL462.0-26 (in substantially the same format as Attachment A), with HMS Inc., for on-call railroad signals, overhead catenary systems and, trackwork construction, to not exceed the statutory JOC limits under Public Contract Code Section 20128.5, calculated to be in the amount of $6,642,000.00, for one (1) year beginning October 1, 2026.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWL462.0-26

Metropolitan Transit System

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWL462.0-26

JOC RAILROAD SIGNALS, OVERHEAD CATENARY SYSTEMS, AND TRACKWORK CONSTRUCTION

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: HMS Construction, Inc.

Address: 2885 Scott Street
Vista CA 92081
City State Zip

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

Email: Cmorales@hmsconco.com

Telephone: 760-727-9808

Authorized person to sign contracts Chris Morales CFO
Name Title

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

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the General Conditions (Exhibit A), Scope of Work (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), JOC Special Conditions (Exhibit D), Federal Requirements (Exhibit E), Forms (Exhibit F), Bid Form (Exhibit G), Contractor Bonds (Exhibit H), Construction Task Catalog (Exhibit I), and Technical Specifications (Exhibit J).

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:

DRAFT

JOC RAILROAD SIGNALS, OVERHEAD CATENARY SYSTEMS, AND TRACKWORK CONSTRUCTION

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.

This agreement shall be valid for a period of one (1) base year. Base period shall be effective October 1, 2026 through September 30, 2027. Time is of the essence in the performance of the Work for each subsequent Work Order. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

CONTRACT PRICE.

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. In no event shall the value of total Work Orders exceed the statutory JOC limits under Public Contract Code Section 20128.5 ($6,642,000.00 as of February 1st, 2026).

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.

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.

PROJECT LABOR AGREEMENT.

Contractor shall comply with MTS's Project Labor Agreement for any individual work order estimated to be $1,000,000 or more, as determined by MTS.

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

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Agenda Item No. 22

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Otay Mesa Transit Planning Study – 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. G3201.0-26 (in substantially the same format as Attachment A), with HDR Engineering, Inc. (HDR), for the Otay Mesa Transit Planning Study for a total amount of $390,484.98.

Budget Impact

The total cost of this contract is estimated at $390,484.98 (Attachment C). This project will be funded through a Caltrans Sustainable Transportation Planning Grant included in the MTS Planning Operating Budget account 451010-571210.

DISCUSSION:

Based on prior discussions by the MTS Board of Directors concerning transit needs in the Otay Mesa region and whether MTS should expand our transit services in this are, MTS staff developed a scope of work and pursued funding for a study of the Otay Mesa area to assess the community's transit needs and recommend network and infrastructure improvements.

Otay Mesa is located in the southern portion of the City of San Diego, immediately north of the U.S.-Mexico border. Over the past 20 years, growth in the community has outpaced the region, while transit funding and service have not kept pace. The area is also experiencing significant development and planned infrastructure improvements, including the Otay Mesa East Port of Entry, roadway extensions, and upgrades near the Cross Border Xpress (CBX), which provides access to and from Tijuana International Airport.

Several major employment, entertainment, and residential destinations currently have limited transit service, including Amazon, CBX, North Island Credit Union Amphitheatre/Sesame Place, and the Ocean View Hills community.
The study will evaluate these service gaps and identify opportunities to improve transit access and connectivity.

In January 2025, MTS applied for a Caltrans Sustainable Transportation Planning Grant to support the Otay Mesa Planning Study. In July 2025, MTS received notice that the application was awarded full funding. The grant will support the study and development of recommendations to address existing and future transit needs in the area.

On April 22, 2026, MTS issued a Request for Proposals (RFP) for the Otay Mesa Transit Planning Study and posted on PlanetBids. MTS received a total of four (4) proposals on the due date of June 8, 2026, from the following firms:

Proposer	Firm Certification
HDR	None
Kimley-Horn and Associates, Inc. (Kimley)	None
Nelson Nygaard Consulting Associates	None
Transportation Management & Design, Inc.	None

All proposals were deemed responsive and responsible and were forwarded to the evaluation committee. The evaluation committee was comprised of representatives from the MTS Bus Contract Services, Planning, Marketing, Taxi, and Finance Departments. The proposals were evaluated based on the following criteria:

Criteria	Percentage
1. Qualifications of the Firm or Individual	25%
2. Staffing, Organization, and Management Plan	25%
3. Work Plan	30%
4. Cost and Price	20%
Total:	**100%**

As a result of the initial review, HDR and KMA were the highest-ranked proposers and were deemed to be within the competitive range. MTS invited both firms for an in-person interview.

The table below summarizes the initial proposal scores:

PROPOSER	TOTAL COST	COST SCORE	AVG TECH SCORE	TOTAL AVG SCORE (TOTAL POSSIBLE: 100)	RANKING
HDR	$402,104.48	20.00	69.60	89.60	1
KMA	$449,740.68	17.88	64.80	82.68	2
Transportation Management & Design	$499,979.49	16.08	62.60	78.68	3
Nelson Nygaard	$499,696.46	16.09	54.40	70.49	4

On July 22, 2026, the evaluation panel conducted interviews with HDR and KMA to further understand each firm's proposed work plan, management, and overall experience on similar projects.

Following the interviews, the evaluation committee requested revised cost proposals from HDR and KMA. HDR reduced their cost by $11,619.50 and Kimley-Horn and Associates reduced their cost by $10,359.64. Based on the objectives of this procurement, consideration of the evaluation criteria and HDR's technical and cost proposals, the evaluation committee determined that HDR presented the best overall value to MTS.
The table below summarizes the final scores and rankings following the interviews and revised cost proposal:

PROPOSER	TOTAL COST	COST SCORE	AVG TECH SCORE	TOTAL AVG SCORE (TOTAL POSSIBLE: 100)	RANKING
HDR	$390,484.98	20.00	69.40	89.40	1
KMA	$439,381.04	17.77	70.00	87.77	2

In comparison to MTS's Independent Cost Estimate (ICE) in the amount of $500,000 and proposals received, staff determined HDR's revised pricing to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. G3201.0-26 (in substantially the same format as Attachment A), with HDR, for the Otay Mesa Transit Planning Study, for a total amount of $390,484.98.

/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. G3201.0-26
B. Scope of Work
C. Cost Proposal

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. G3201.0-26

OTAY MESA TRANSIT PLANNING STUDY

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: HDR Engineering, Inc.

Address: 1011 Union Street, Suite 220
San Diego CA 92101
City State Zip

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

Email: tom.kim@hdrinc.com

Telephone: 714-504-8860

Authorized person to sign contracts Thomas T. Kim Senior Vice President
Name Title

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

The contract term shall be effective October 1, 2026 through February 29, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $390,484.98 without the express written consent of MTS.

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

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5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

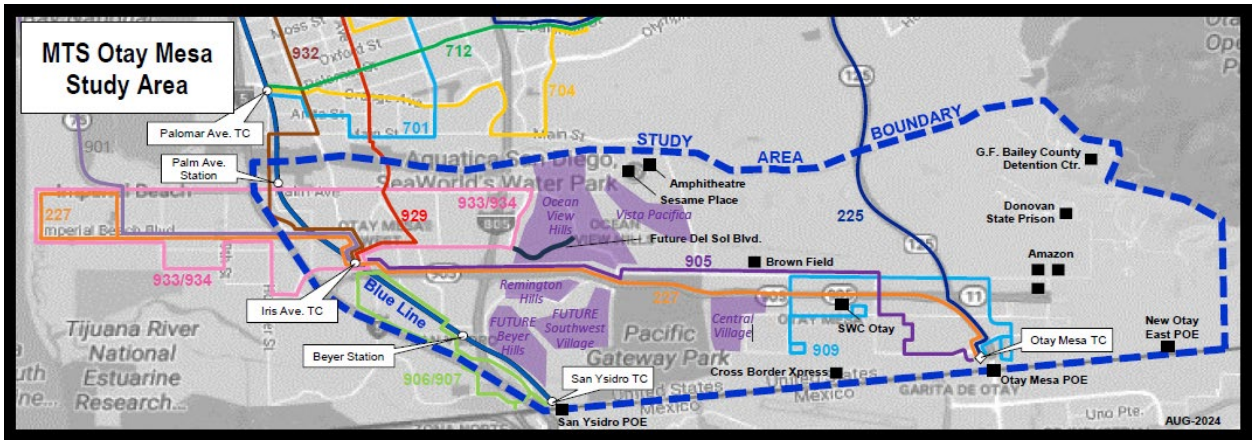
5.1. PROJECT DESCRIPTION

Per the direction of the MTS Board of Directors, MTS staff seeks a Contractor to conduct a transit study for the Otay Mesa area to determine the transit needs of the community and recommend network and infrastructure adjustments accordingly. The contract term shall be from October 1, 2026, through February 28, 2028.

Otay Mesa is a community in the southern section of the City of San Diego, just north of the U.S. - Mexico border. The growth of the Otay Mesa community has outpaced the region in the last 20 years, without transit funding to keep up. There are upcoming infrastructure changes in the area including the Otay Mesa East Port of Entry, road extensions, and upgrades near the Cross Border Express (CBX), which connects travelers to and from Tijuana International Airport. Additionally, there are several areas and trip generators that currently lack adequate transit service, including Amazon, CBX, North Island Credit Union Amphitheatre/Sesame Place and the Ocean View Hills community.

MTS seeks a Contractor to develop recommendations to improve the transit network in the Otay Mesa community, between the UCSD Blue Line Trolley and the future Otay Mesa East Port of Entry. Transit routes, stops, and service span/frequencies need to be identified to better serve the Otay Mesa community. A plan is also needed to identify the necessary resources (costs, vehicles, and staffing) to provide the proposed service. Recommendations on transit priority measures, such as bus lanes, queue jumps, and transit signal priority should also be considered. A map of the study area is below in Figure 1.

Figure 1: MTS Otay Mesa Transit Study Area



Project Stakeholders:
Key stakeholders include, but are not limited to: City of San Diego, Otay Mesa Chamber of Commerce, General Services Administration (GSA), County of San Diego, Caltrans, SANDAG, Southwestern College, Amazon, Cross Border Xpress (CBX), Otay Mesa Planning Group, Border Transportation Council, Sesame Place, North Island Credit Union Amphitheatre, South County Economic Development Council, Community Based Organizations (CBOs), and the advisory committee designated by MTS.

This project will be included in an MTS advisory committee to provide project guidance, and the committee will convene at least three times during the project's duration. The advisory group will include MTS staff, Caltrans, representatives from local and regional agencies, and other stakeholders who reflect community perspectives through relevant committees or advocacy groups. The advisory group will assist MTS staff to identify key stakeholders for engagement, highlight important considerations, and provide input on the community's conditions, history, and needs. Additionally, the group will assist MTS staff with ensuring inclusive community engagement and maximizing participation in public events.

MTS is committed to public participation and inclusive involvement of all residents and stakeholders in the planning process. The Contractor will develop a community outreach plan for the project that is consistent with the most recent Public Participation Plan developed by MTS. The Contractor will also need to identify how they will solicit feedback from urban, suburban, and rural/Native American tribal communities with a focus on low-income and minority communities. Stakeholder engagement will include presentations to the public and MTS Board of Directors and/or Executive Committee.

5.2. SCOPE OF WORK

Task 1: Project Management and Coordination

- Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Contractor's team.
- Provide project coordination with MTS as well as coordination with other project stakeholders as necessary, including a minimum of three (3) with the advisory committee.
- Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the Contractor shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

Task 2: Existing Conditions and Initial Outreach

- Identify the present characteristics of each route/stop and its rider catchment area to determine future demand.
- Collect and review data, reports, documents, and other information pertinent to the Comprehensive Operational Analysis (COA), including, but not limited to, the following:
    - **Reports**
        - SANDAG 2050 Regional Transportation Plan
        - SANDAG Coordinated Plan
        - Relevant Community Plans, Community Plan Updates, and Mobility Plans
        - MTS Annual Budgets
        - Updated information from concurrent MTS COA (provided by MTS)
        - Others as determined
    - **Data**
        - Demographic and socioeconomic data (census and SANDAG forecasts, and data from COA)
        - Federal and state-defined disadvantaged communities

- MTS rider outreach and survey results
- Employment and land-use data (SANDAG)
- Transit passenger counts
- PRONTO fare data
- Operating statistics and performance
- Average daily trips on highways and major arterials
- Regional travel patterns
- Level of service on highways and major arterials
- SANDAG 2023 Onboard Passenger Survey
- MTS 2024 Customer Satisfaction Survey
- Other market research and comments from drivers, riders, and nonriders collected by MTS

- Develop stakeholder list, in conjunction with MTS.
- Collaborate with stakeholders to identify current and future projects that will impact transit options and needs.
- Based on above information, develop initial routing alignment concepts, station location options, and infrastructure improvements.
- Develop a community outreach plan for the project that is consistent with the most recent Public Participation Plan developed by MTS (https://www.sdmts.com/sites/default/files/attachments/public-participation-plan-2024.pdf), which would include at least the following:
    - Conduct surveys and community events to determine rider and non-rider demographics and transit needs. Seek support from and engagement with the Otay Mesa Chamber of Commerce.
    - Conduct, lead, promote, and advertise two community meetings in the Otay Mesa community at locations and times determined to attract the widest community participation. The Contractor should leverage current Caltrans technology to increase the breadth of feedback from the public.
    - Work directly with MTS to conduct two pop-up events in existing underserved communities.
    - Solicit feedback on initial route alignment options, stop locations, and infrastructure improvements.
    - Design and produce displays and other collateral needed
    - Proposal should specify advertising and promotional efforts and the proposed budget for these.
    - Attend and lead meetings each with appropriate staff from MTS, City of San Diego, and other community leaders.
    - All outreach events must have Spanish speakers and materials must be translated into Spanish.

Deliverables:

- Stakeholder List
- Community Outreach Plan
- Summary of Survey Results and Community Feedback
- Existing Conditions Memorandum

Task 3: Transit Needs Assessment / Plan Development / Analysis

- Based on existing conditions and initial outreach, develop two different scenarios (based on MTS direction) for the future transit network and infrastructure improvements needed to serve the Otay Mesa community. This would include:
    - Identify opportunities and challenges with potential alignments and station locations.
    - Conduct all necessary fieldwork.
    - Including up to two meetings with MTS Operations staff, an MTS bus and operator will be available to test alignments if necessary.
    - Identify frequency and span to maximize transit ridership for the Otay Mesa community.
    - Identify resource needs (costs, vehicles, and staffing) to provide the proposed service and capital needs.
    - Identify potential stop locations for new bus services and any capital improvements required for accessibility and amenities (include cost estimate)
    - Consider UC San Diego Blue Line Trolley (and other transit) connections and summarize interfaces with other transportation services.
    - Recommend transit priority measures, such as bus lanes, queue jumps, and TSP.
    - Summary report should include maps and graphics, as necessary.

- Attend and lead meetings with appropriate staff from MTS, City of San Diego, and other community leaders.

Deliverables:

- Draft Transit Needs Assessment / Plan Development / Analysis Summary Report
- Final Transit Needs Assessment / Plan Development / Analysis Summary Report

Task 4: Final Outreach and Development of Final Draft Plan

- Present draft plan to community:
    - Conduct, lead, promote, and advertise up to three community meetings in the Otay Mesa community at a location and time determined to attract the widest community participation to provide feedback on the draft plan. The Contractor should leverage current Caltrans technology to increase the breadth of feedback from the public.
    - Work directly with MTS to conduct two pop-up events in existing underserved communities.
    - Present analysis and attain feedback on routing options and bus stop locations
    - Attend and lead meetings with appropriate staff from MTS, City of San Diego, and other community leaders.
- Based on community feedback, develop final plan for the two scenarios:
    - Finalize transit routes, bus stops, and amenities.
    - Finalize frequency, span, and schedule for every route.
    - Finalize funding and staffing needs using FY28 dollars/staffing levels (estimate revenue, hours, miles, bus utilization, and operator requirements).
    - Finalize recommended transit priority measures.
    - Develop profiles for the rider catchment areas around each proposed transit stop / route.

  - Preliminary design work (up to 15% design) for capital improvements and transit priority features
  - Plans to include all items listed above including maps/graphics necessary for public information and schedules.
- After review by MTS staff, present final draft plan to Board of Directors (in person) and Executive Committee (in person or virtual)

Deliverables:

- Presentation Materials for Outreach
- Post Outreach Summary Report (including summary of comments received on Draft Plan)
- Draft Final Plan for MTS staff review
- MTS Executive Committee presentation materials and in-person (or virtual) presentation
- MTS Board of Directors presentation materials and in-person presentation

Task 5: Final Plan

- Incorporate comments from MTS Board of Directors and public comments into final plan.

Deliverables:

- Final Plan

5.3. SCHEDULE OF TASKS

Task	Begin/End Dates
Task 1: Project Management and Coordination	10/01/26 - 02/29/28
Task 2: Existing Conditions and Initial Outreach	10/01/26 - 03/31/27
Task 3: Transit Needs Assessment / Plan Development / Analysis	04/01/27 - 08/31/27
Task 4: Final Outreach and Development of Final Draft Plan	09/01/27 - 12/31/27
Task 5: Final Plan	01/01/28 - 02/29/28

5.4. PAYMENT MILESTONES

TASK	ALL DELIVERABLES	1ST PAYMENT	FINAL PAYMENT
Task 2: Existing Conditions and Initial Outreach	• Stakeholder List • Community Outreach Plan • Summary of Survey Results and Community Feedback • Existing Conditions Memorandum	Upon 50% completion of deliverables	Upon 50% completion of deliverables
	• Project Management and Coordination (Task 1)	25%	
Task 3: Transit Needs Assessment/ Plan Development/ Analysis	• Draft Transit Needs Assessment / Plan Development / Analysis Summary Report	Upon 50% completion of deliverables	Upon 50% completion of deliverables

	• Final Transit Needs Assessment / Plan Development / Analysis Summary Report		
	• Project Management and Coordination (Task 1)	25%	
Task 4: Final Outreach and Development of Final Draft Plan	• Presentation Materials for Outreach • Post Outreach Summary Report (including summary of comments received on Draft Plan) • Draft Final Plan for MTS staff review • MTS Executive Committee presentation materials and in-person (or virtual) presentation • MTS Board of Directors presentation materials and in-person presentation	Upon 50% completion of deliverables	Upon 50% completion of deliverables
	• Project Management and Coordination (Task 1)	25%	
Task 5: Final Plan	• Final Plan	Upon 50% completion of deliverables	Upon 50% completion of deliverables
	• Project Management and Coordination (Task 1)	25%	

5.5. INVOICES

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

Payment terms shall be net 30 days from invoice date. 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.

COST/PRICING FORM

Firm Name: HDR Engineering, Inc.

TASK #	ESTIMATED NO. OF HOURS	FIXED FEE AMOUNT
Task #1: Project Management and Coordination	250	$54,680.02
Task #2: Existing Conditions and Initial Outreach	664	$99,442.57
Task #3: Transit Needs Assessment /Plan Development/Analysis	784	$134,829.16
Task #4: Final Outreach and Development of Final Draft Plan	568	$88,486.79
Task #5: Final Plan	80	$13,046.44
TOTAL CONTRACT AMOUNT		$390,484.98

Proposer shall submit pricing for all the work described in the Scope of Work section. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each task (including travel). Proposer shall also provide a supplemental cost breakdown for each task.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer.

All proposers must complete proposal forms as provided, failure to do so will deem the proposal non-responsive.

Proposer accepts responsibility for accuracy and presentation of the numbers included in the cost/price form.

Submit the proposal following instructions as specified in Submission Requirements section.

MTS Doc. No.	
Work Order No.	TBD
Attachment:	B

Work Order Title:

Project No:	Estimate

Table 1 - Cost Codes Summary (Costs & Hours)

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	250.0	$54,680.02
2		Existing Conditions and Initial Outreach	664.0	$99,442.57
3		Transit Needs Assessment/Plan Development	784.0	$134,829.16
4		Final Outreach and Development of Draft Plan	568.0	$88,486.79
5		Final Plan	80.0	$13,046.44
		Totals =	**2,346.0**	**$390,484.98**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	HDR Engineering, Inc.	1,780.0	$330,484.68
X		X	X	CENTRIC	566.0	$60,000.30
				Totals =	**2,346.0**	**$390,484.98**

Total Hours = 1,780

Total Costs = $326,397.18

Consultant/Subconsultant: HDR Engineering, Inc.

Work Order Title: 0

MTS Doc. No.: 0.00

Work Order No.: TBD

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Project Manager	PIC	Quality Oversight	Planning Lead	Senior Planner	Planner II	Planner II	Planner II	Planner II	Planner I	Planner I	Roadway Engineering Lead	Roadway EIT	Traffic Engineer	Cost Estimator	Senior Engineer	Senior GIS Specialist	GIS Analyst	Outreach Lead	Outreach Specialist	Outreach Support	Outreach Suport	Outreach Support	Tribal Engagement	Project Admin	Graphic Design	Total Hours	Totals
				Marie Lewis Adams	Dawn Wilson	Tiffany Liu	Steve Gaskill	Joshua Matthews	Joel Lessard-Clouston	David Totten	Cavan Noone	Rachel Fabian	Elizabeth Ha	Arriana Jones	Garrett Kaya		Rohit Itadkar	Robert Signorile	Frank Owsiany	Anders Burvall	Sharon Jacob	Karen Higareda	Bridget Hennessey	Sarah Lind	Bryce Coffey	Ellie Hood	Ben Volta		Macy Cox		
				$ 278.82	$ 409.60	$ 273.42	$ 189.32	$ 199.05	$ 179.79	$ 173.88	$ 166.75	$ 160.41	$ 133.09	$ 112.43	$ 339.42	$ 130.66	$ 302.02	$ 279.31	$ 432.20	$ 202.85	$ 120.08	$ 179.64	$ 312.46	$ 178.55	$ 139.97	$ 123.78	$ 231.23	$ 160.63	$ 124.02		
1	Task 1	Project Management and Coordination																													
	Invoicing, Scheduling, Progress Reports, and Administration			24	4		16																					54		98	$20,033.22
	Project Coordination with MTS and Advisory Committee			40			40															24	4							108	$24,286.80
	QA/QC			4		8			16	8													8							44	$10,070.00
	ODCs		$145.00																												$145.00
		Subtotals (Hours) =		68	4	8	56	0	16	8	0	0	0	0	0	0	0	0	0	0	0	24	12	0	0	0	0	54	0		
		Subtotals (Costs) =	$145.00	$18,959.76	$1,638.40	$2,187.36	$10,601.92	$0.00	$2,876.64	$1,391.04	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,311.36	$3,749.52	$0.00	$0.00	$0.00	$0.00	$8,674.02	$0.00	250	$54,535.02
2	Task 2	Existing Conditions and Initial Outreach																													
	Existing Conditions Analysis			16			24	2			16		64	12	2	4				4	24									168	$26,832.62
	Initial Service Recommendations		$0.00	2			12	2			8		16																	40	$6,691.02
	Public Participation Plan and Stakeholder List/Phase I Outreach			16			8															32	4	12	12	24	4			112	$20,691.88
	ODCs		$1,898.75																												$1,898.75
		Subtotals (Hours) =		34	0	0	44	4	0	0	24	0	80	12	2	4	0	0	0	4	24	32	4	12	12	24	4	0	0		
		Subtotals (Costs) =	$1,898.75	$9,479.88	$0.00	$0.00	$8,330.08	$796.20	$0.00	$0.00	$4,002.00	$0.00	$10,647.20	$1,349.16	$557.64	$1,115.28	$0.00	$0.00	$0.00	$811.40	$2,881.92	$5,748.48	$1,249.84	$2,142.60	$1,679.64	$6,691.68	$1,115.28	$0.00	$0.00	320	$60,497.03
3	Task 3	Transit Needs Assessment/Plan Development/Analytics																													
	Draft Transit Needs Assessment			40			48	16		24	48	16	120	16	28	120	8	24	2		32								16	558	$96,932.16
	Fieldwork and Operator Meetings			8			16						16									8				16				64	$10,806.72
	Final Transit Needs Assessment			8			16	8		8	16	8	40		2	24	2	4	2		24									162	$26,800.28
	ODCs		$145.00																												$145.00
		Subtotals (Hours) =		56	0	0	80	24	0	32	64	24	176	16	30	144	10	28	4	0	56	8	0	0	0	16	0	0	16		
		Subtotals (Costs) =	$145.00	$15,613.92	$0.00		$15,145.60	$4,777.20	$0.00	$5,564.16	$10,672.00	$3,849.84	$23,423.84	$1,798.88	$10,182.60	$18,815.04	$3,020.20	$7,820.68	$1,728.80	$0.00	$6,724.48	$1,437.12	$0.00	$0.00	$0.00	$1,980.48	$0.00	$0.00	$1,984.32	784	$134,684.16
4	Task 4	Final Outreach and Development of Final Draft Plan																													
	Phase II Outreach			32			16						16								16	40	4	12	18	40	4		8	206	$35,967.86
	Final Plan for Two Scenarios			12			24	4		4	16	8	32		8	24	4	4												140	$25,767.92
	ODCs		$1,898.75																												$1,898.75
		Subtotals (Hours) =		44	0	0	40	4	0	4	16	8	48	0	8	24	4	4	0	0	16	40	4	12	18	40	4	0	8		
		Subtotals (Costs) =	$1,898.75	$12,268.08	$0.00	$0.00	$7,572.80	$796.20	$0.00	$695.52	$2,668.00	$1,283.28	$6,388.32	$0.00	$2,715.36	$3,135.84	$1,208.08	$1,117.24	$0.00	$0.00	$1,921.28	$7,185.60	$1,249.84	$2,142.60	$2,519.46	$4,951.20	$924.92	$0.00	$992.16	346	$63,634.93
5	Task 5	Final Plan																													
	Final Plan			12			16						28								8								16	80	$13,046.44
																														0	$0.00
																														0	$0.00
	ODCs		$0.00																												$0.00
		Subtotals (Hours) =		12	0	0	16	0	0	0	0	0	28	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	16		
		Subtotals (Costs) =	$0.00	$3,345.84	$0.00		$3,029.12	$0.00	$0.00	$0.00	$0.00	$0.00	$3,726.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$960.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$1,984.32	80	$13,046.44
	Totals (Summary) =																												Totals =	1,780	$326,397.18
	Total (Hours) =			214	4	8	236	32	16	44	104	32	332	28	40	172	14	32	4	4	104	104	20	24	30	80	8	54	40		
	Total (Costs) =		$4,087.50	$59,667.48	$1,638.40	$2,187.36	$44,679.52	$6,369.60	$2,876.64	$7,650.72	$17,342.00	$5,133.12	$44,185.88	$3,148.04	$13,455.60	$23,066.16	$4,228.28	$8,937.92	$1,728.80	$811.40	$12,488.32	$18,682.56	$6,249.20	$4,285.20	$4,199.10	$13,623.36	$2,040.20	$8,674.02	$4,960.80		
	Percentage of Total (Hours) =			12.0%	0.2%	0.4%	13.3%	1.8%	0.9%	2.5%	5.8%	1.8%	18.7%	1.6%	2.2%	9.7%	0.8%	1.8%	0.2%	0.2%	5.8%	5.8%	1.1%	1.3%	1.7%	4.5%	0.4%	3.0%	2.2%		
	Percentage of Total (Costs) =			18.3%	0.5%	0.7%	13.7%	2.0%	0.9%	2.3%	5.3%	1.6%	13.5%	1.0%	4.1%	7.1%	1.3%	2.7%	0.5%	0.2%	3.8%	5.7%	1.9%	1.3%	1.3%	4.2%	0.6%	2.7%	1.5%		

Consultant/ Subconsultant: **HDR Engineering, Inc.**

Work Order Title: **0**

Contract No: **0**

Task Order No. **TBD**

Attachment: **B**

0 **TASKS/WBS (1-5)**

ODC Item	Description	Unit	Unit Cost	Task 1 Quantity	Task 1 Total	Task 2 Quantity	Task 2 Total	Task 3 Quantity	Task 3 Total	Task 4 Quantity	Task 4 Total	Task 5 Quantity	Task 5 Total
1	Printing (postcards, comment cards)	Each	$0.50		$0.00	450	$225.00		$0.00	450	$225.00		$0.00
2	Printing (boards)	Each	$80.00		$0.00	12	$960.00		$0.00	12	$960.00		$0.00
3	Printing (8.5x11)	Each	$0.75		$0.00	275	$206.25		$0.00	275	$206.25		$0.00
4	Venue Rental & Snacks	Meeting	$375.00		$0.00		$0.00		$0.00		$0.00		$0.00
5	Nametags	Each	$1.00		$0.00		$0.00		$0.00		$0.00		$0.00
6	Mileage	Mile	$0.73	200	$145.00	700	$507.50	200	$145.00	700	$507.50		$0.00
7					$0.00		$0.00		$0.00		$0.00		$0.00
8					$0.00		$0.00		$0.00		$0.00		$0.00
9					$0.00		$0.00		$0.00		$0.00		$0.00
10					$0.00		$0.00		$0.00		$0.00		$0.00
				Subtotal =	**$145.00**	Subtotal =	**$1,898.75**	Subtotal =	**$145.00**	Subtotal =	**$1,898.75**	Subtotal =	**$0.00**

TASKS/WBS (6-10)

ODC Item	Description	Task 6 Quantity	Task 6 Total	Task 7 Quantity	Task 7 Total	Task 8 Quantity	Task 8 Total	Task 9 Quantity	Task 9 Total	Task 10 Quantity	Task 10 Total	Totals Quantity	Totals Total
1	Printing (postcards, comment cards)		$0.00		$0.00		$0.00		$0.00		$0.00	**900**	**$450.00**
2	Printing (boards)		$0.00		$0.00		$0.00		$0.00		$0.00	**24**	**$1,920.00**
3	Printing (8.5x11)		$0.00		$0.00		$0.00		$0.00		$0.00	**550**	**$412.50**
4	Venue Rental & Snacks		$0.00		$0.00		$0.00		$0.00		$0.00	**0**	**$0.00**
5	Nametags		$0.00		$0.00		$0.00		$0.00		$0.00	**0**	**$0.00**
6	Mileage		$0.00		$0.00		$0.00		$0.00		$0.00	**1,800**	**$1,305.00**
7			$0.00		$0.00		$0.00		$0.00		$0.00		
8			$0.00		$0.00		$0.00		$0.00		$0.00		
9			$0.00		$0.00		$0.00		$0.00		$0.00		
10			$0.00		$0.00		$0.00		$0.00		$0.00		
		Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	**Totals =**	**$4,087.50**

Total Hours =	566	Consultant/Subconsultant: Centric	MTS Doc. No.: 0
Total Costs =	$58,092.80	Work Order Title:	Work Order No.: TBD
			Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Shannon Brown	Tarol Warschauer	Pablo Soriano	Natalia Guisado	Outreach Ambassador	Roberto Solorzano				Total Hours	Totals
				$ 196.00	$ 150.26	$ 102.18	$ 85.00	$ 65.00	$ 150.26					
1	Task 1	Project Management and Coordination												
			$0.00										0	$0.00
													0	$0.00
													0	$0.00
													0	$0.00
													0	$0.00
	ODCs		$0.00										0	$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0		
		Subtotals (Costs) =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**0**	**$0.00**
2	Task 2	Existing Conditions and Initial Outreach												
	Build Community Outreach Plan			2	6		8						16	$1,973.56
	Develop Stakeholder List			2	4		6						12	$1,503.04
	HDR Team Coordination and Advisory Calls			4	10								14	$2,286.60
	Support Two Community Meetings			2	8	12	12	28					62	$5,660.24
	Prepare and Translate Community Survey				8	10	16						34	$3,583.88
	Prepare For and Conduct Two Pop-ups				8	20	10	16					54	$5,135.68
	Distribute Survey at Community Locations/Coordinate with CBOs					16	12	16					44	$3,694.88
	Prepare As-needed Displays and Collateral					8	16		24				48	$5,783.68
	Coordinate/Distribute Survey to Key Stakeholders				6	16	18						40	$4,066.44
	Prepare Summary of Survey Results			4	4		12						20	$2,405.04
	OPTIONAL Paid Social Media Campaign				*12*	*4*			*2*				*18*	*$2,512.36*
		Subtotals (Hours) =	N/A	14	54	82	110	60	24	0	0	0		
		Subtotals (Costs) =	$0.00	$2,744.00	$8,114.04	$8,378.76	$9,350.00	$3,900.00	$3,606.24	$0.00	$0.00	$0.00	**344**	**$36,093.04**
3	Task 3	Transit Needs Assessment/Plan Development/Analytics												
													0	$0.00
													0	$0.00
			$0.00										0	$0.00
													0	$0.00
			$0.00										0	$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0		
		Subtotals (Costs) =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**0**	**$0.00**
4	Task 4	Final Outreach and Development of Final Draft Plan												
	Support Two Community Meetings			2	8	12	12	28					62	$5,660.24
	Prepare For and Conduct Three Pop-ups				8	24	14	24					70	$6,404.40
	Prepare As-Needed Displays and Collateral					8	16						24	$2,177.44
	Coordinate/Distribute Feedback Opportunities to Key Stakeholders/CBOs					8	16		18				42	$4,882.12
	Prepare Post Outreach Report			4	6		14						24	$2,875.56
		Subtotals (Hours) =	N/A	6	22	52	72	52	18	0	0	0		
		Subtotals (Costs) =	$0.00	$1,176.00	$3,305.72	$5,313.36	$6,120.00	$3,380.00	$2,704.68	$0.00	$0.00	$0.00	**222**	**$21,999.76**
5	Task 5													
			$0.00										0	$0.00
													0	$0.00
													0	$0.00
			$0.00										0	$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0	0	$0.00
		Subtotals (Costs) =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**0**	**$0.00**
	Totals (Summary) =												**566**	**$58,092.80**
	Total (Hours) =		N/A	20	76	134	182	112	42	0	0	0		
	Total (Costs) =		$0.00	$3,920.00	$11,419.76	$13,692.12	$15,470.00	$7,280.00	$6,310.92	$0.00	$0.00	$0.00		
	Percentage of Total (Hours) =		N/A	4%	13%	24%		20%	7%	0%	0%	0%	68%	
	Percentage of Total (Costs) =		0%	7%	20%	24%		13%	11%	0%	0%	0%		73%

Consultant/ Subconsultant: **Centric**

Work Order Title:

Contract No:

Task Order No. **TBD**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1 Quantity	Task 1 Total	Task 2 Quantity	Task 2 Total	Task 3 Quantity	Task 3 Total	Task 4 Quantity	Task 4 Total	Task 5 Quantity	Task 5 Total
1	Printing (postcards)	Each	$0.50		$0.00	20	$10.00	0	$0.00	20	$10.00		$0.00
2	Printing (boards)	Each	$80.00		$0.00		$0.00		$0.00		$0.00		$0.00
3	Printing (8.5x11)	Each	$0.75		$0.00	225	$168.75		$0.00	225	$168.75		$0.00
4	Venue Rental & Snacks	Meeting	$375.00		$0.00	2	$750.00		$0.00	2	$750.00		$0.00
5	Nametags	Each	$1.00		$0.00	25	$25.00	0	$0.00	25	$25.00		$0.00
6	Mileage	Mile	$0.73		$0.00		$0.00	0	$0.00		$0.00		$0.00
7	*OPTIONAL Paid Social Media Campaign*	*Digital Campaign*	*$7,500.00*		*$0.00*	*1*	*$7,500.00*		$0.00		$0.00		$0.00
8					$0.00		$0.00		$0.00		$0.00		$0.00
9					$0.00		$0.00		$0.00		$0.00		$0.00
10					$0.00		$0.00		$0.00		$0.00		$0.00
				Subtotal =	**$0.00**	Subtotal =	**$953.75**	Subtotal =	**$0.00**	Subtotal =	**$953.75**	Subtotal =	**$0.00**

TASKS/WBS (6-10)

ODC Item	Description	Task 6 Quantity	Task 6 Total	Task 7 Quantity	Task 7 Total	Task 8 Quantity	Task 8 Total	Task 9 Quantity	Task 9 Total	Task 10 Quantity	Task 10 Total	Totals Quantity	Totals Total
1	Printing (postcards)		$0.00		$0.00		$0.00		$0.00		$0.00	**40**	**$20.00**
2	Printing (boards)		$0.00		$0.00		$0.00		$0.00		$0.00	**0**	**$0.00**
3	Printing (8.5x11)		$0.00		$0.00		$0.00		$0.00		$0.00	**450**	**$337.50**
4	Venue Rental & Snacks		$0.00		$0.00		$0.00		$0.00		$0.00	**4**	**$1,500.00**
5	Nametags		$0.00		$0.00		$0.00		$0.00		$0.00	**50**	**$50.00**
6	Mileage		$0.00		$0.00		$0.00		$0.00		$0.00	**0**	**$0.00**
7			$0.00		$0.00		$0.00		$0.00		$0.00		
8			$0.00		$0.00		$0.00		$0.00		$0.00		
9			$0.00		$0.00		$0.00		$0.00		$0.00		
10			$0.00		$0.00		$0.00		$0.00		$0.00		
		Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	Subtotal =	**$0.00**	**Totals =**	**$1,907.50**

Agenda Item No. 23

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Beyer Blvd Pathway Beautification Construction – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

1) Execute the base bid contract to MTS Doc No. PWL471.0-26 (in substantially the same format as Attachment A), with Weir Contracting Corporation (Weir), for the construction of the Beyer Blvd Pathway Beautification project in the amount of $2,245,019.00;

2) Authorize the CEO to execute contract alternate No.1 to provide and install the shade structure shown in the contract documents, in the amount of $240,000.00, bringing total expenditure authority to $2,485,019.00; and

3) Authorize the CEO to execute change orders totaling up to 10% of the base bid and alternate, in the amount of $248,502, bringing the total expenditure authority to $2,733,521.00.

Budget Impact

The total cost of this contract, including 10% construction change order contingency funding, is estimated to be $2,733,521.00 (Attachment C). The project will be funded by the Clean California Local Grant Program (Cycle 2) Beyer Blvd Pathway Beautification Grant and MTS Capital Improvement Program (CIP) account 20091237 – Beyer Blvd Pathway Beautification, including $500,000 from CIP 1009129701 – Pending Transfer.

DISCUSSION:

Clean CA Grant Program

The California Department of Transportation (Caltrans) developed the Clean California (Clean CA) Program for the successful delivery of transit projects through collaboration between the Clean CA Program, Caltrans districts, and local/transit agencies. This initiative is centered around the importance of district partnerships with local transit agencies in their respective jurisdictions. The program aims to enhance public transit infrastructure, focusing on active

transportation, micro-mobility, and transit station enhancements with art, landscaping, or similar improvements to bus stops and stations. By prioritizing districts and transit agencies facing challenges in waste management, graffiti, and aesthetic appeal, it addresses critical needs while aligning with the California State Transportation Agency objectives on climate action.

Beyer Blvd Pathway Beautification Project

MTS requested funding under the program's Cycle 2 round for the Beyer Blvd Pathway Beautification Project (Project). On October 9, 2023, MTS was notified by Caltrans that MTS's application received funding. The grant program requires a 25% local match. MTS submitted the grant application in partnership with Casa Familiar. Casa Familiar is supporting MTS in its public engagement efforts to beautify and improve the pathway along the trolley line from the San Ysidro community to the Beyer Blvd Trolley Station. Casa Familiar will ensure the engagement of a diverse demographic that is representative of the targeted area.

The Project responds to public engagement feedback MTS has received, prioritizing public safety and air quality mitigations. Through the enhancements that will be constructed as part of the Project, community residents and public transit riders will receive a modernized and safe access pathway between the Beyer Blvd Trolley Station and the San Ysidro Community. Proposed project elements included:

- Concrete repair or replacement for safer and improved pedestrian and bike pathway access;
- Energy Efficient Lighting;
- Drought-Tolerant Greenery; and
- Culturally Appropriate Public Art

The project pathway is parallel to MTS's trolley tracks, positioned within MTS's right-of-way, resulting in no additional permissions or permits required for the project work. The pathway is located between West Seaward Avenue and West Park Avenue, and is adjacent to the MTS trolley tracks and the Paseo de la Paz Apartments, a 137-unit affordable housing apartment complex, completed in 2020. This pathway will better connect pedestrians and bicyclists to the MTS Beyer Blvd Trolley Station.

On December 14, 2023 (Agenda Item (AI) 7), the MTS Board formally approved the Project, authorizing acceptance of $1,604,000 in grant funding and a minimum MTS local match of

$535,000. Subsequently, on May 15, 2025 (AI 10), the Board approved the award of artwork contracts with two local artists. The art, a sculpture and a mural, will be incorporated into the Project. As part of the FY27 Capital Improvement Program (CIP) budget, an additional $1,110,000 was allocated to the Project, including $500,000 in TDA funding under CIP 1009129701, to support project construction.

Construction Contract Award

Today's proposed action would issue a contract to Weir for construction services, including energy efficient lighting, drought-tolerant greenery, installation of culturally appropriate public art, and concrete repair or replacement for safer and improved pedestrian and bike pathway access, per the scope of work (Attachment B).

On June 18, 2026, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide construction services. In addition, to the primary pathway beautification design that was the "base bid" under the IFB, the IFB request bids on two alternates that MTS could add to the contract at its option:

- Alternate 1 for a shade structure; and
- Alternate 2 for upgrading the ClearVu fence separating the pathway from the Trolley tracks to a decorative railing consistent with the railing at the Beyer Blvd Trolley Station.

Based on community input received through outreach and workshops, the project team recommends proceeding with the base bid and Alternate 1 for the shade structure. The shade structure was a recurring request during community engagement and was included in the conceptual options presented to the public. Proceeding with Alternate 1 would require an additional $240,000 in funding. Alternate 2 was an optional aesthetic upgrade intended to provide consistency with the existing Beyer Blvd Trolley Station railing. Given current project funding constraints, the decorative railing upgrade (Alternate 2) is not recommended for approval at this time.

Six (6) bids were received on July 24, 2026, from the following firms:

Firm	Firm Certification	Grand Total
MTS – Independent Cost Estimate (ICE)		$2,475,574.25
RGC General Engineering, Inc.*	N/A	$1,810,570.51
EC Construction*	N/A	$1,951,593.00
Weir	**N/A**	**$2,713,169.00**
De La Fuente Construction Inc.	N/A	$2,852,898.87
US Builders and Consultants Inc.	N/A	$2,949,400.00
Palm Engineering Construction Co., Inc.	N/A	$3,733,045.96

**Bids deemed non-responsive for not submitting bids on the proper bid form.*

Weir Contracting Co. has designated subcontractors HMS Construction Inc. and Nava Landscape to perform a portion of the work:

Subcontractor	Firm Certification
HMS Construction Inc.	N/A
Nava Landscape	Small Business (Micro), Small Business for the Purpose of Public Works

Based on the bids received, and in comparison, to MTS's ICE at $2,475,574.25, MTS staff determined Weir's bid to be fair and reasonable.

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

1) Execute the base bid contract to MTS Doc No. PWL471.0-26 (in substantially the same format as Attachment A), with Weir, for the construction of the Beyer Blvd Pathway Beautification project in the amount of $2,245,019.00;

2) Authorize the CEO to execute contract alternate No.1 to provide and install the shade structure shown in the contract documents, in the amount of $240,000.00, bringing total expenditure authority to $2,485,019.00; and

3) Authorize the CEO to execute change orders totaling up to 10% of the base bid and alternate, in the amount of $248,502, bringing the total expenditure authority to $2,733,521.00.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc No. PWL471.0-26
B. Scope of Work
C. Bid Form

Metropolitan Transit System

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. MTS DOC PWL471.0-26

Beyer Blvd Pathway Beautification Construction

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: Weir Construction Corporation

Address: 16884 Old Survey Rd.
Escondido, CA 92025

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

Email: brice@wiercon.com

Telephone: 760.743.6776

Authorized person to sign contracts Brice Wier (Name) Estimator (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:

Beyer Blvd Pathway Beautification Construction

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.

DRAFT

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 **183 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **$2,485,019.00**. 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.

PROJECT LABOR AGREEMENT.

Contractor shall comply with MTS's Project Labor Agreement in the performance of the Work.

DRAFT

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

Metropolitan Transit System

CONSTRUCTION

BEYER BLVD PATHWAY IMPROVEMENTS
MTS DOC. NO. PWL471.0-26

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

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1. INTRODUCTION

The Scope of Work is to be supplied hereunder for the primary use of the MTS. MTS is a California public agency established by California Public Utilities Code, Section 120000. et. seq. MTS and its subsidiaries are subject to the California Tort Claims Act (Cal. Pub. Util. Code § 120202).

MTS strongly encourages bidders to register to become a vendor on PlanetBids. Vendors can receive information about bid notices, addenda, bid awards, submit bids online (when applicable), and view and update in their portal. Bidders are advised that the MTS website link above is the only true source of information for MTS procurements. MTS shall not be held responsible for other third-party websites that may post some or all of MTS's solicitation documents.

MTS reserves the right to accept any Bid, or any part or parts thereof, or to reject any and all Bids.

As a condition of award, the successful Bidder will be required to execute MTS Standard Agreement found in this Invitation for Bids (IFB). Please read this agreement carefully. The successful Bidder may be required to provide a copy of its latest financial statement prior to award.

1.1. CALENDAR OF EVENTS

Event	Date
MTS Issues IFB	June 18, 2026
Deadline for Submitting Written Questions/Clarifications and/or Request for Approved Equals (RFAs):	5:00 P.M., Prevailing Local Time, on July 6, 2026
MTS Issues Response to Written Questions/Clarifications and/or RFAs Deadline:	July 10, 2026
Bid Due Date/Bid Opening:	**2:00 P.M., Prevailing Local Time** **July 24, 2026**
Anticipated Contract Award (MTS Board of Directors Approval)	September 17, 2026
Period of Performance	Calendar Days from the Issuance of the Notice to Proceed. See Standard Construction Agreement included in this IFB.

**These dates are tentative and subject to change by MTS.*

1.2. DETAILED INFORMATION FOR THE CALENDAR OF EVENTS

Deadline for Submitting Questions/RFA's:	By this date and time, all interested parties (Bidders/sub-contractors/suppliers) must have submitted in writing all questions, clarifications, and RFAs to MTS online bid portal on PlanetBids, through the procurement website www.sdmts.com/business-center/procurement. Additional details on the RFA process can be found in the Instructions and Information for Bidders.
MTS Issues Response to Questions/RFA's:	By this date, MTS will respond in writing to all questions, clarifications, and RFAs that were submitted. These responses will be provided to all on PlanetBids site.
Bid Opening:	Bids will be publicly opened and read via Zoom or Teams. An invitation link will be provided in this IFB via PlanetBids. Bids arriving after this time or at a location other than that which is specified in this IFB will be returned unopened.
Notice of Intent to Award (NIA):	At approximately this date, the NIA letter will be posted on PlanetBids advising Bidders of the apparent lowest responsive, responsible Bidder, and the bid amount.
Anticipated Contract Award:	On the board meeting date listed above, the contract is scheduled to be approved by the MTS Board of Directors. After this date, a contract will be executed and a Notice to Proceed will be issued.

1.3. LINK INFORMATION FOR BID OPENING

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/286189379818219?p=imiAbSkR1jNvSUs0Uf
Meeting ID: 286 189 379 818 219
Passcode: wS9iC6PT

Need help? | System reference
Dial in by phone
+1 424-738-1268,,207815306# United States, Avalon
Find a local number
Phone conference ID: 207 815 306#

1.4 MTS POINT OF CONTACT

Diana Singleton, Principal Contract Administrator is the sole point of contact for this solicitation. She can be reached via telephone at (619)557-4551 or via email at Diana.Singleton@sdmts.com. Bidders are directed not to contact other MTS staff or Board Members in connection with this Solicitation.

Failure to follow this instruction may render the Bid non-responsive.

1.5 ENCOURAGEMENT OF DISADVANTAGED BUSINESS ENTERPRISES (DBEs) AND OTHER SMALL BUSINESSES

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 (PDBEs) and small businesses (SBs) 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, at DBEProgram@sdmts.com for more information.

NOTICE IS HEREBY GIVEN that the San Diego Metropolitan System ("MTS") will receive Bids, for

BEYER BLVD PATHWAY IMPROVEMENTS

Bids, including the Bid Bond are to be submitted electronically via MTS's PlanetBids site **as specified on the calendar of events.**

At said time, Bids will be publicly opened and read aloud.

BEYER BLVD PATHWAY IMPROVEMENTS will be referred to "the project" throughout the remainder if this solicitation.

Bids, including the Bid Bond are to be submitted electronically via MTS's PlanetBids site **as specified on the calendar of events.**

At said time, Bids will be publicly opened and read aloud.

Bidders may obtain a copy of the Contract Documents via PlanetBids and click on "Register/View Open Opportunities" icon. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, MTS shall provide an electronic copy of the Contract Documents no charge to the contractor plan room.

Each Bid must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of MTS in an amount not less than ten percent (10%) of the Total Bid Price.

The successful Bidder will be required to furnish MTS with Payment and Performance Bonds equal to 100% of the Contract Price. Bonds shall be on the forms included in the Contract Documents. MTS will not accept bonds on any other form.

Pursuant to section 1770, et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors 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. If awarded a contract, the Bidder and its subcontractors of any tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by MTS to ensure its performance under the contract.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024, and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et*

seq. throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Each bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the classification(s) shown under the General Conditions for the duration of the Contract.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is MTS of San Diego, County of San Diego, State of California.

MTS shall award the contract for the Project to the lowest responsible and responsive bidder as determined from the total base bid plus all alternate bid items. MTS reserves the right to reject any or all Bids or to waive any irregularities or informalities in any bids or in the bidding process.

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1. EXAMINATION OF CONTRACT DOCUMENTS

Any Bidder planning to submit a Bid is responsible for examining with care the complete Contract Documents and all addenda and is also responsible for informing itself with respect to all conditions which might in any way affect the cost of performance of any Work, as set forth in the Contract Documents. Failure to do so will be at the sole risk of Bidder, and no relief will be given for errors or omissions by Bidder.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on PlanetBids. It is the responsibility of each prospective bidder to check PlanetBids on a daily basis through the close of bids for any applicable addenda or updates. MTS does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on PlanetBids may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by PlanetBids.

The submission of a Bid shall be taken as conclusive evidence of compliance with this section.

All questions relative to the Contract Documents shall be in writing and shall be submitted through the Contracting Officer on PlanetBids.

2.2. INTERPRETATIONS OF DRAWINGS AND DOCUMENTS

Should Bidder find discrepancies in or omissions from the Contract Documents, or should the intent or meaning of the Contract Documents appear unclear or ambiguous to Bidder, Bidder shall at once, in writing, notify MTS of such finding, by submission of a written request for an interpretation or correction to MTS. Any such submission must be sent through the attention of the Contracting Officer. Replies to such notices may be made in the form of addenda duly issued and posted to PlanetBids.

Any interpretation of the Bid or Contract Documents will be made only by written addenda from MTS duly issued and posted to PlanetBids. MTS will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Bid or Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

2.3. PRE-BID MEETING AND SITE VISIT

Each prospective bidder is responsible for fully acquainting itself with conditions of the Site (which may include more than one location) and those relating to construction of the Work, fully understanding the facilities, difficulties and restrictions which may affect the cost or effort required to complete the Work. To this end, the Pre-Bid Meeting and/or Site Visit will be held on the date(s) and time(s) indicated in this IFB.

The meeting will be held on the date, time and location as specified on the calendar of events to review the Project's existing conditions. Representatives of MTS and consulting engineers, if any, will be present.

2.4. ADDENDA

MTS reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by MTS shall be included in the bid and made part of the Contract Documents. Addenda will be issued by MTS through PlanetBids.
Please Note: Bidders are responsible for ensuring that they have received any and all addenda.

2.5. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the base plus all alternate bid items unless otherwise specified in the IFB.

The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items unless otherwise stated in the contract documents. Regardless of whether the alternates bid items will be considered in determining the low bid, MTS may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

2.6. COMPLETION OF BID FORMS

Bids shall only be prepared using the MTS Bid Forms which are included in the Contract Documents and available on the PlanetBids website. The use of substitute Bid Forms other than those provided by MTS will not be permitted. Failure to do so will deem your bid as non-responsive.

Bid shall be properly executed, all blank spaces shall be filled in. Any line items left blank shall be considered as $0 (no cost to MTS for that line).

Partial or incomplete Bids will not be considered. Bids shall be in strict conformity with the IFB and any addenda issued.

The preparation of Bid shall be by and at the expense of Bidder.

Bids shall be firm and valid for one hundred and twenty (120) days from the stated closing time, or until a Contract is fully executed by MTS and Bidder, whichever is earlier.

All bidders must complete bid forms as provided. Failure to comply with these requirements will result in the bid to be deemed non-responsive and be rejected.

2.7. MODIFICATIONS AND WITHDRAWAL OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

Any bid may be withdrawn either personally or by written request, incurring no penalty at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the

time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to MTS within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq*., or as otherwise may be allowed with the consent of MTS.

2.8. CONDITIONAL OR NON-RESPONSIVE BIDS

Conditional bids or those that take material exception to the specifications or any other requirements of this Solicitation or its resultant Agreement will be considered non-responsive and will be rejected.

2.9. BID SECURITY (BOND)

Bid Security is required, of not less than ten percent (10%) of the Total for Comparison of Bids, as set forth in the Bid Forms. The bid must be accompanied by the following form of bidder's security: A bidder's bond executed by an admitted surety insurer (as defined by Cal. Code Civ. Proc, § 995.120 and 31 CFR Part 223) made payable to MTS. The Bid Bond shall be attached to the Bid submittal on PlanetBids. There is no need to mail, or hand deliver the Bid Bond to MTS. MTS may also request a physical copy after bid opening. If Bidder is requested to submit a physical copy of the Bid Bond, the envelope shall bear the title of the Project and the name of the Bidder. Failure to provide bidder’s security with the bid will render the bid non-responsive and the bid will be rejected. If the successful bidder fails to execute the contract within 14 calendar days from the date of mailing notice that the contract is ready for signature, the bid security may be declared forfeited to MTS and MTS may award the contract to the next lowest responsible and responsive bidder.

2.10. DESIGNATION OF SUBCONTRACTORS

Bidder shall fully complete the Designation of Subcontractors Form attached to this IFB for each subcontractor who will perform work, labor, furnish materials or render services to the Bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to Bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price. Bidders shall indicate the portion of the Work to be done by such subcontractor(s) in accordance with Public Contract Code Section 4104.

2.11. 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.

2.12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to enter into a contract to perform public work must be registered with the Department of Industrial Relations. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided in this IFB, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form, if Bidder and/or subcontractor(s) are registered at the time of bid submission.

2.13. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete and submit the Bidder Information and Experience Form provided in the IFB. Failure to provide all information requested along with the Bid may cause the bid to be rejected as non-responsive. MTS reserves the right to reject any Bid if an investigation of the information submitted does not satisfy MTS that the Bidder is qualified to properly carry out the terms of the contract.

2.14. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. Bidder shall sign and submit with its Bid the Noncollusion Declaration on the form provided in this IFB, attesting to the facts contained therein.

2.15. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 et seq., Bidder shall sign and submit with its Bid the Iran Contracting Act Certification on the form provided in this IFB attesting to the facts contained therein.

2.16. CALIFORNIA AIR RESOURCES BOARD

MTS is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet, and for the fleets of any listed subcontractors (including any applicable leased equipment or vehicles). Bidders must complete and submit the Fleet Compliance Certification on the form provided. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

2.17. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

2.18. SUBSTITUTION OF SECURITY

MTS will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, MTS will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

2.19. PREVAILING WAGES

MTS has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at MTS's Administrative Office or may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

2.20. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to MTS. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

2.21. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in:

A. Preparing the bid in response to this Solicitation;

B. Submission of said bid to MTS; and

C. Any other expenses incurred by Bidder prior to date of award.

MTS shall not, in any event, be liable for any pre-contractual expenses incurred by the Bidder.

2.22. REQUEST FOR APPROVED EQUALS

Wherever in the solicitation, a particular brand, or make of material, or equipment is shown or specified, such material or equipment is to be regarded merely as a standard for the purpose of concisely indicating the requirements as to type, quality, performance, design and finish. Any material or equipment other than that specified will be acceptable if, in the opinion of the Project Manager, it is as satisfactory for the particular work for which it was intended as the material or equipment specified. Complete documentation in support of an "or equal" offer will be required. The documentation to be provided is as follows:

Approved Equal Evaluation Criteria:

A. Direct technical and performance comparisons between the proposed equal and the specified products.

B. Submission of proof which illustrates that the product complies and adheres to appropriate industry standards including ASTM, FMVSS, MIL, SAE, or UL.

A. "Accredited Independent Laboratory" analysis report comparing the proposed product with the specified products.

B. Physical characteristics, properties, specifications, and drawings of the vendor's product.

C. Copy of Manufacturer's Quality Assurance Program and Quality Assurance Manual, if available.

D. Contact names and telephone numbers of other municipalities with transit fleets and other users that utilize the proposed product from the Bidder.

Bidder should make its best efforts to provide **all** six (6) product "Evaluation Criteria" points by numbering all six (6) points on the submitted documentation. This will enable all non-technical personnel to identify if the criteria are satisfied.

MTS reserves the right to reject any such other material or equipment offered if such material or equipment is not in all respects equal in function or performance to the requirements of the technical specifications or to the originally named illustrative example. **Unless there is a specific statement to the contrary, the bidder understands that requests for such approval of any alternative material or equipment as required in the Approved Equal Evaluation Criteria described above shall be submitted on or before the deadline for submitting written questions/clarifications and RFA.** MTS shall be the sole judge of the acceptability of items offered as equal to that specified and may reject any item not considered as equal. The Bidder shall be prepared to provide a non-returnable sample if requested by MTS.

All requests for an approved equal must be submitted by the deadline date specified in the Calendar of Events.

2.23. PROTEST PROCEDURES

A. Protests Prior to Bid Opening:

Following the advertisement of this formal IFB, or a denial of approved equal, or if there is any other matter, which a Bidder may wish to protest, a protest may be filed with MTS. Protests must be in writing, emailed to the MTS Contracting Officer shown in this IFB, and received by MTS within ten (10) calendar days after the first advertisement of the IFB. MTS' Chief Executive Officer or designee will notify all bidders that a protest has been filed, and will issue a written decision on the protest prior to the bid opening. A protest may be renewed by re-filing the protest with MTS within fifteen (15) calendar days from the emailed date of the notice of intent to award. The protest must be received by MTS no later than 4:00 p.m. Pacific Standard Time (PST) on the due date.

B. Protests Received Subsequent to Bid Opening:

MTS will review all bids and determine the winning bid. A Notice of Intent to Award will be emailed to all bidders. Any protest to the Notice of Intent to Award must be in writing and received by MTS within fifteen (15) calendar days from the emailed date of the Notice of Intent to Award. The protest must be received by MTS no later than 4:00 p.m. PST on the due date, by email to the MTS Contracting Officer shown in this IFB.

C. Protest Contents:

The protestor must demonstrate or establish a clear violation of a specific law or

regulation, e.g., a violation of the prohibition against unduly exclusionary and restrictive specifications, or a violation of the Buy America requirements.

Protests must contain a full and complete written statement of the grounds for protest and all supporting documentation. MTS may, but is not obligated to request additional information concerning the grounds for protest.

D. Reply to Protest:

Under Board Policy No. 52, Section 52.7, the Procurement Manager has been designated as the MTS staff responsible for replying to protests related to solicitations.

MTS will review all protests as soon as possible. All materials submitted by the protestor will be considered. Such material will not be withheld from any interested party outside of MTS or any agency, which may be involved with the procurement except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor determines that the protest contains proprietary material, which should be protected, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

The Procurement Manager will reply to all protests in writing with its determination.

E. Opportunity to be Heard:

Protestors shall have an opportunity to appear and be heard before the Board prior to the opening of the procurement solicitation; in the case of protests based on the content of the procurement solicitation, or prior to final award in the case of protests based on other grounds, or the renewal of protests based on the content of the procurement solicitation. A request for a Protest Hearing at the Board regarding the protest shall be in writing by email, and directed to the attention of the General Counsel, emailed to the MTS Contracting Officer shown in this IFB. A request for a Protest Hearing shall be received within five (5) business days of the Procurement Manager's written decision. The protest must be received by MTS no later than 4:00 p.m. Pacific Standard Time (PST) on the due date.

All requests for a Protest Hearing at the Board shall contain a full and complete written statement specifying in detail the grounds of the protest, the facts supporting the protest, and any disagreement or additional information that the Protestor has in response to the Procurement Manager's decision.

The decision of the Board shall be in writing and constitutes a final administrative decision for purposes of judicial review pursuant to Section 1094.6 of the Code of Civil Procedure.

2.24. CONFIDENTIALITY, THE CALIFORNIA PUBLIC RECORDS ACT (PRA), AND THE FREEDOM OF INFORMATION ACT

A. Exclusive Property:

Responses to this IFB shall become the exclusive property of MTS and are subject to disclosure under the PRA.

Those elements of each Bid that are trade secrets, as the term is defined in Civil Code

Section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as Trade Secret, Confidential or Proprietary may not be subject to disclosure. This may include private financial information about a Bidder, but does not include the proposed price submitted as part of the Bid.

The California Public Contract Code section 20216 provides that other than proprietary information, the content of any IFB, any bid received, and any other communications between a transportation agency and a potential bidder on a contract that is subject to subdivision (a) shall be made available to the public no later than the same time that a recommendation for awarding a contract is made to the governing board or persons responsible for approving the award of a contract to a bidder, except that the price proposed in any bidder's initial bid shall be available upon the opening of the bid by the agency requesting the bid.

B. Disclosure of Records:

i. Unless a State or Federal law or regulation requires that information or a document is exempt from disclosure to third parties, MTS does not consent to withhold information, merely because it is accompanied by a routine confidentiality statement.

ii. As provided by State and Federal laws, regulations, and guidance, MTS will review information and documents that are the subject of each confidentiality request to determine the extent to which MTS must withhold the information or those documents.

iii. Any genuinely confidential or privileged information should be:

a) Marked clearly and specifically as "Trade Secret", "Confidential" or "Proprietary," and

b) Accompanied by a statement detailing why the information is exempt from public disclosure under State and Federal law. Simply restating the Civil Code definition of a "Trade Secret" is not sufficient. The statement must include a factual and legal analysis supporting the Bidder's conclusion that the specific document marked is exempt from disclosure.

C. Exemption from Disclosure may be deemed Unresponsive:

MTS will take into consideration, documents that Bidder deem exempt from disclosure, which must be marked "Trade Secret", "Confidential" or "Proprietary." Bidders who indiscriminately identify all or most of their Bids as exempt from disclosure without justification may be deemed unresponsive.

D. Indemnification of MTS by Contractor:

The Bidder agrees to defend and indemnify MTS in any action on a PRA request for any of the contents of a Bid marked "Trade Secret", "Confidential" or "Proprietary."

Bidder agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising from Bidder's claim that its documents are exempt from disclosure under the Public Records Act.

E. Public Interest:

The public interest exemption of the California PRA provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.

Bidders must sign the attached PRA Acknowledgement form and submit with the bid.

2.25. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated on the bid date in their bid price.

2.26. PAYMENT BOND AND PERFORMANCE BOND REQUIREMENTS

A. Payment Bond:

A payment bond executed by an admitted surety insurer (as defined by Cal. Code Civ. Proc., § 995.120) is required. Once MTS notifies the Bidder of the award, the successful bidder will have fourteen (14) calendar days from the date of this notification to execute the contract and supply MTS with a payment bond equal to 100% of the contract price. The executed payment bond shall be in the form supplied by MTS. Should the successful bidder be unable to provide the required payment bond within the specified time, award may be made to the next lowest responsive and responsible bidder. Failure to furnish a payment bond within the time prescribed may, in the sole discretion of MTS, result in the forfeiture of the Bid Security.

B. Performance Bond:

A performance bond executed by an admitted surety insurer (as defined by Cal. Code Civ. Proc., § 995.120) is required. Once MTS notifies the Bidder of the award, the successful bidder will have fourteen (14) calendar days from the date of this notification to execute the contract and supply MTS with a performance bond equal to 100% of the contract price. The executed performance bond shall be in the form supplied by MTS. Should the successful bidder be unable to provide the required performance bond within the specified time, award may be made to the next lowest responsive and responsible bidder. Failure to furnish a bond within the time prescribed may, in the sole discretion of MTS, result in the forfeiture of the Bid Security.

2.27. BID REQUIREMENTS AND UNDERSTANDING

Bids are to be submitted for the entire Work. All Bid items must be filled out, and extensions carried out as appropriate. A blank space will be considered nonresponsive. If zero is intended then a “0” must be entered for both unit price and amount.

Bidder further agrees to accept as full payment for the Work specified herein, the amounts contained in the Bid Schedule, based on the lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the lump sum amounts, and unit price amounts represent a true measure of the labor, material, and equipment required to perform the Work, including all allowances for overhead and profit. If so requested by MTS, Bidder shall substantiate any price or prices with additional detailed

price breakdown.

MTS may reject any Bid which, in its opinion when compared to other Bids received or to MTS's internal estimates, does not accurately reflect the cost to perform the Work. MTS may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

2.28. ARITHMETIC DISCREPANCIES

For the purpose of evaluating Bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Schedule of Pay Items, as submitted by Bidders:

A. Obviously misplaced decimal points will be corrected.

B. In case of discrepancy between unit price and extended price, the unit price will govern.

C. Apparent errors in extension of unit prices will be corrected; and

D. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of evaluating bids, MTS will proceed on the assumption that the Bidder intends its bid to be evaluated on the basis of the unit price, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on any subsequent tabulation of bids.

2.29. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

2.30. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be uploaded to the MTS's PlanetBids site. MTS will accept electronic copies of the Bid Bond as part of the Bid submittal on PlanetBids. There is no need to mail, or hand deliver the Bid Bond to MTS. MTS may also request a physical copy after bid opening. If Bidder is requested to submit a physical copy of the Bid Bond, the envelope shall bear the title of the Project and the name of the Bidder. No oral or telephonic bids will be considered. No forms transmitted via e-mail, facsimile, will be considered unless specifically authorized by MTS as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the Bidder unopened.

2.31. OPENING OF BIDS

At the time and place set for the opening and reading of bids, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. MTS will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

Bidders or their representatives and other interested persons may be present at the opening of the bids. MTS may, in its sole discretion, elect to postpone the opening of the submitted Bids. MTS reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

2.32. NOTICE OF INTENT TO AWARD (NIA) AND DEBRIEFING

Bidders who submit a bid in response to this IFB will be notified of MTS' intent to award a Contract. Any protest with this notice must comply with the protest requirements shown in the IFB. Bidders who were not awarded the contract may obtain a prompt explanation concerning their bid. Unsuccessful Bidders who wish to be debriefed must request the debriefing in writing, and MTS must receive it no later than three (3) days after the NIA is issued.

2.33. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, MTS's Board may award the contract. The apparent successful Bidder should begin to prepare the following documents:

A. Performance Bond;

B. Payment Bond;

C. Required insurance certificates and endorsements; and

D. Completed W-9 forms.

Once MTS notifies the Bidder of the award, the Bidder will have fourteen (14) calendar days from the date of this notification to execute the Contract and supply MTS with all of the required documents and certifications.

The Bidder's failure to submit the required documents within the stated time may result in loss of the Contract and forfeiture of the bid security, and MTS may award the Contract to the next lowest Bidder. If MTS elects to accept the required documents after the expiration of the stated time, the Contract duration will begin to run fourteen (14) calendar days from the date of the notification of award even if MTS has not issued a Notice to Proceed. Otherwise, once MTS receives all of the properly drafted and executed documents and certifications from the Bidder, MTS shall issue a Notice to Proceed to that Bidder and the Contract duration shall commence on the date stated in the Notice to Proceed.

2.34. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. MTS may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

EXHIBIT A

STANDARD CONSTRUCTION AGREEMENT AND GENERAL CONDITIONS

3. STANDARD CONSTRUCTION AGREEMENT AND GENERAL CONDITIONS

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWL471.0-26

BEYER BLVD PATHWAY IMPROVEMENTS

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: _____ Address: _____

_____

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

Email: _____

Telephone: _____

Authorized person to sign contracts _____
Name Title

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

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

SCOPE OF WORK.

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

BEYER BLVD PATHWAY IMPROVEMENTS

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

SAMPLE

Contract Documents within **183 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **$TBD**. 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.

PROJECT LABOR AGREEMENT.

Contractor shall comply with MTS's Project Labor Agreement in the performance of the Work.

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

SAMPLE

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 – Are 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. Permits from other agencies as may be required by law

B. Change Orders, most recent first

C. Addenda

D. Special Conditions

E. Project-Specific Technical Specifications, if applicable, prepared by Psomas, dated April 28, 2026

F. Plans (Contract Drawings), prepared by Psomas, dated April 28, 2026

G. Contract

H. General Conditions

I. Contractor’s Bid Forms

J. 2024 Greenbook: Standard Specifications for Public Works Construction

K. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

A. Figures govern over scaled dimensions

B. Detail drawings govern over general Drawings

C. Addenda or Change Order drawings govern over Contract Drawings

D. Contract Drawings govern over Standard Drawings

E. 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): A 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, which 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 rights-of-way 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 presented 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.

Project Labor Agreement (PLA) Requirements:

The Contractor and all subcontractors agree to be bound by the PLA (see Attachment). As a condition of contract award, the Contractor shall submit its Letter of Assent to MTS's Project Labor Coordinator and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project.

MTS reserves the right to reject as nonresponsive a Bid that is not accompanied by a completed Commitment to Comply with PLA Requirements Form attached to this IFB at the time of bid submittal.

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 VII, 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 five (5) years 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 performance 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, covering Code 1 (any auto).

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). WHERE THERE IS A CHECKMARK ☒, THE COVERAGE IS REQUIRED)

i. ☒ Primary and Non-Contributory Insurance

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

ii. ☒ Umbrella or Excess Liability (if required to meet liability limits below)

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.

iii. ☐Owner-Provided Builder's Risk

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS's contractor for design, and MTS's contractor for construction management. However, Contractor is responsible for the portion of any loss that is within the deductible amount of this Builder's Risk Insurance, which is currently at $50,000 but is subject to change.

iv. ☒Railroad Protective Liability and CG 24 17 or Endorsement for CGL Policy

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.

v. ☐Professional Liability

At all times during this contract, **and for five (5) years following acceptance of work by owner**, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

vi. ☒Pollution Legal Liability

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than twenty-four (24) months.

vii. ☐Contractor Equipment

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

viii. ☐Installation Floater

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

ix. ☐Garage Keeper's Legal Liability & Automobile Portion

At all times during this contract, Contractor agrees to maintain Garage Keeper's Legal Liability as well Automobile Portion, which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving an MTS vehicle, which results in a third party claim of physical damage or bodily injury.

x. ☐Crime Fidelity Insurance

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

xi. ☐Property Insurance

Contractor is responsible to insure physical damage coverage at replacement cost value on the rolling stock (i.e., revenue and non-revenue vehicles) it operates. (Note: MTS insures the buildings in which the fixed route contract operates.)

xii. ☐Cyber and Privacy Liability, including Technology Errors and Omissions

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Coverage shall also include Technology Professional Liability Errors & Omissions appropriate to the Consultant's profession and work hereunder.

xiii. ☐ Financial Institution Bond / Electronic and Computer Crime

At all times through the period of performance of this Agreement, Contractor agrees to maintain Financial Institution Bond / Electronic & Computer Crime Insurance with respect to services and/or operations under this Agreement. The coverage shall include, at minimum, the following:

- Employee dishonesty / theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction on / while in transit
- Forgery / Alteration

C. MINIMUM POLICY LIMITS REQUIRED

i. All Contracts (Liability)

	Limit
Commercial General Liability (Per Occurrence)	$5,000,000
(General Aggregate)	$10,000,000
(Completed Operations & Products Aggregate)	$5,000,000
Automobile Liability: Combined Single Limit (CSL)	$5,000,000
Worker's Compensation	Statutory Limits, with Employer's Liability Limits of no less than $1,000,000 per accident for bodily injury or disease

ii. Additional Coverages (as indicated under Additional Coverages Required Section):

☑	i.	Primary and Non-Contributory Insurance	Primary
☑	ii.	Umbrella or Excess Liability (If Required To Meet Liability Limits Above)	$
☐	iii.	Owner-Provided Builder's Risk	Replacement Cost
☑	iv.	Railroad Protective (Per Occurrence)	$5,000,000
		Railroad Protective (General Aggregate)	$10,000,000
☐	v.	Professional Liability	$
☑	vi.	Pollution Liability	$2,000,000
☐	vii.	Contractor Equipment	Replacement Cost
☐	viii.	Installation Floater	Replacement Cost
☐	ix.	Garage Keeper's Legal Liability & Automobile Portion (CSL)	Per Occurrence
☐	x.	Crime Fidelity Insurance	$
☐	xi.	Property Insurance	$
☐	xii.	Cyber Security Liability Insurance (Per Occurrence Or Claim)	$
		(Aggregate)	$
☐	xiii.	Financial Institution Bond/Electronic and Computer Crime	$

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.

E. EVIDENCE REQUIRED

Within ten (10) working days following receipt of notice that a contract has been awarded, Contractor shall have provided the MTS Contracts Specialist with satisfactory certification by a qualified representative of the Insurer(s) that Contractor's insurance complies with all provisions in this insurance section.

F. SPECIAL PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, and SDTC, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

MTS reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

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 and Retention:

A. Prompt Progress Payment. Contractor shall pay each subcontractor participating on the contract for satisfactory completion of accepted work no later than seven (7) calendar days from the receipt of each progress payment the Contractor receives from MTS in accordance with Section 7108.5 of California Business and Professions Code. Any subcontractor will also be required to pay any lower-tier subcontractors for satisfactory completion of accepted work no later than seven (7) calendar days from the receipt of each progress payment from the prime contractor. Any delay or postponement of payment over 30 calendar days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.

B. Retention. MTS shall hold retainage of 5% from the Contractor for any public works contract over $5,000. MTS shall make prompt and regular incremental acceptances of portions of contract work as determined by MTS and retain 5% of the contract price until final completion and acceptance of performance. Contractor shall make prompt and full payment of any retainage owed to subcontractors for satisfactory completion of the subcontractors work within seven (7) calendar days of receiving retention proceeds from MTS in accordance with Sections 7107 and 7201 of Public Contract Code. Subcontractors will also be required to

make prompt and full payment of any retainage owed to any lower-tier subcontractors, for satisfactory completion of lower-tier subcontractors work, no later than seven (7) calendar days from receiving retention proceeds from the prime contractor. Any delay or postponement of payment over 30 calendar days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.

C. **Monitoring.** If subcontractors, Contractor must submit a completed MTS Prompt Payment Certification Form to MTS with each invoice, within one (1) month following final acceptance of contract work, and as requested by MTS. The MTS Prompt Payment Certification Form may be downloaded at www.sdmts.com/business-center/procurement.

D. **Record Retention:** Contractor and Subcontractors must maintain records of payments to DBE and non-DBE subcontractors for a minimum of three (3) years.

E. **Penalties for Noncompliance.** Failure of Contractor or subcontractor to comply with this provision will constitute noncompliance, which may result in the application of legal and contract remedies, including, but not limited to, Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed, contract termination and/or other remedies as deemed appropriate by MTS. In addition, any violation of Section 7108.5 of California Business and Professions Code or Sections 7107 and 7201 of California Public Contract Code may subject Contractor or subcontractor to the penalties, sanctions, and other remedies of those Sections. 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 or nonpayment by the Contractor, deficient Subcontractor performance, or noncompliance by a Subcontractor.

F. **Subcontracts.** Contractor must include this clause in its subcontracts and lower-tier subcontracts related to the performance of this Agreement.

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.

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. A longer response time may be allowed as 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.

Note: 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 markup 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.

<u>Requests for Contract Extension:</u> 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:

If MTS has, in its reasonable determination, found that Contractor has 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. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

MTS and Contractor acknowledge that MTS is a public agency subject to the CPRA (California Government Code §§ 6250 through 6276.48) and other applicable laws. The agreement entered into between MTS and Contractor will be considered a public record and subject to disclosure in compliance with the CPRA. MTS acknowledges and agrees that during the course of the work conducted by Contractor, MTS may be provided with Contractor's confidential and proprietary or trade secret information that is not subject to disclosure under the CPRA or other applicable law. Such information will be clearly marked as "Confidential and Proprietary". MTS shall maintain such Confidential and Proprietary documents as confidential and shall not disclose them to third parties unless required to do so by applicable law, rule or regulation. In the event a request for Contractor's Confidential and Proprietary documents is received by MTS, whether under the CPRA, subpoena, or other method, MTS will provide Contractor with an opportunity to review the request, and at Contractor's sole cost, to defend or pursue an action to protect such Confidential and Proprietary documents from disclosure. MTS shall not be required to incur legal fees and costs to protect Contractor's Confidential and Proprietary documents from disclosure under state or federal law.

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 EEO Employer. MTS' EEO Program for Employees and Contractors, MTS Board Policy No. 25, is hereby incorporated by reference to this Contract (a copy can be obtained from MTS' Clerk of the Board).

B. Compliance with Regulations:

Contractor shall not discriminate against any employee or applicant for employment or

business opportunity as defined at 49 U.S.C. 5332 based on race, color, religion, national origin, sex, gender identity, sexual orientation, pregnancy, disability, or age. Contractor shall comply with: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; federal transit law, specifically 49 U.S.C. § 5332; FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,"; and follow any other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer.

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. DBE AND OTHER SMALL BUSINESS PARTICIPATION

MTS encourages the participation of DBEs, minority owned businesses (MBEs), women owned businesses (WBEs), disabled veteran business enterprises (DVBEs), lesbian gay bisexual transgender owned businesses (LGBTBEs) persons with disabilities business enterprises (PDBEs) and small businesses (SBs) 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, DBEProgram@sdmts.com for more information.

There is no DBE contract specific 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, Cost Principles, and Audit Requirements for Federal Awards, to the extent applicable.

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, and provide support for reimbursement payment vouchers or invoices.

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, books, data, documents, papers, accounting records, reports, statistics, sub agreements, leases, third party contracts, arrangements, other third party agreements of any type and supporting materials related to those records such as costs of administering those third party agreements, and other evidence pertaining to the performance of this Contract.

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 final payment to MTS, 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, at their respective offices at all reasonable times during the entire Contract period and for three (3) years from date upon of final payment to MTS under this Contract, to the following entities: U.S. Department of Transportation or its duly authorized representative, 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, CALTRANS or its or any duly authorized representative, the California State Auditor, auditors representing the federal government; and/or MTS;

ii. Permit those individuals listed above, and to the State Fair Employment Practices and Housing Commission, 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.

The Contractor agrees to include the above clause in each subcontract.

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 completion of subcontractors' work no later than thirty (30) days, or no later than seven (7) days if a public work, from prime contractor's 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 MTS.

INSTRUCTIONS: Please complete the below Prompt Payment Certification Form and return with each invoice request to MTS and upon receipt of last payment of MTS email the form to contract.admin@sdmts.com. Processing of invoice payments may be delayed or withheld for failure to submit this form or failing to provide prompt payment in accordance with the contract.

1. CONTRACTOR INFORMATION

Contractor Name: _____ MTS Contract / Work Order No. _____ Email Address: _____

2. SUBCONTRACTOR PAYMENT INFORMATION

(Complete the following table. Attach additional sheets if necessary)

Date Prime Last Received Invoice Payment from MTS *If this is the first invoice for contract, please state "first invoice", then continue to Certification.*	Was any of that invoice payment for services provided by subcontractor? *If Yes continue with Subcontractor information* *If No, please state "no", and then continue to Certification*	Name of Subcontractor	Date Paid Subcontractor *If not yet paid, please state "pending", and provide the date paid in a subsequent form or if last payment of contract email contract.admin@sdmts.com*	Amount Paid to Subcontractor *If not yet paid, please state "pending", and provide the amount paid in a subsequent form or provide directly to MTS*	If payment was delayed over 30 days, did MTS approve such delay and was the delay for good cause (explain)?

3. CERTIFICATION

The contractor hereby certifies that the foregoing Prompt Payment Certification Form is true and correct and it has complied with the prompt payment and return of retainage requirements of the contract.

Signature _____ Title _____ Date _____

For a blank form, please visit https://www.sdmts.com/business-center/procurement/prompt-payment.

SAMPLE

B. SAMPLE CONSTRUCTION CHANGE ORDER

Metropolitan Transit System

CONSTRUCTION CHANGE ORDER

Project Name:
To: San Diego Metropolitan Transit System
From (Contractor): **Contract Number:**

Date:
Amendment Number:
CCO Number(s):

V.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:

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:	$ -

C. FOR TIME & MATERIALS CCOS ONLY (AS APPLICABLE)

Contractor REF#	Description	Bid Item	Amount
		Payroll Costs	
		Equipment Costs	
		Materials 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:	$ -

D. TIME CHANGE CCOS ONLY (AS APPLICABLE)

Summarized reason for change:				
Contract Time due to this Change Order will be:		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.

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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

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/MINIMUM TECHNICAL SPECIFICATIONS, SPECIAL CONDITIONS AND ATTACHMENTS

4. SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SEE ATTACHMENT 1 – SPECIFICATIONS

SEE ATTACHMENT 1.1 – PLANS

SEE ATTACHMENT 1.2 – PERMIT

5. SPECIAL CONDITIONS

5.1. 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.

5.2. LIQUIDATED DAMAGES

It is agreed that the Contractor will pay MTS the sum of **$2,000** 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. Liquidated Damages will be MTS's sole monetary remedy for delays. This Section does not exclude recovery of other damages specified in the Contract Documents.

5.3. 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.

5.4. WORKING HOURS

Normal working hours shall be between 7:00 a.m. and 3:30 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.

5.5. WORKING CONDITIONS & SITE ACCESS

A. The current fence between the track and the pathway sidewalk will need to remain in place or be supplemented with Contractor provided temporary fencing during the course of construction until an agreed upon time that is coordinated and approved by MTS to be removed and replaced per the contract documents. Any temporary fencing will need to be robust and secured in a manner, so as the fencing cannot have the potential to foul the tracks.
B. If heavy machinery is involved in the work activity, at a minimum an ADVISORY work crew protection is required – even if it is more that 15 feet away from the nearest track and temporary fencing is in place.
C. Any work performed on the overhead catenary system (OCS) or that comes within 10 feet of the nearest OCS, requires a traction power-down. Red tag requests are to be submitted at least 10 business days in advance of the work activity and are subject to MTS review and approval.
D. Any work requiring a traction power-down is to be performed at night, during non-revenue service. Tracks are to be cleared and turned over to MTS the following morning prior to revenue service.
E. If existing site lighting is removed prior to new permanent lighting being installed, Contractor is to provide temporary lighting of the site.
F. MTS strictly prohibits any machinery from being placed on the tracks.
G. All access to the job site will be through MTS property. The Contractor must verify property ownership before entering.
H. The Contractor is responsible for obtaining a noise permit from the City before commencing construction.
I. The Contractor must develop a Traffic Control Plan if required.
J. The Contractor is responsible for conducting community outreach to inform the public about the planned construction activities.
K. Contractor is required to contact Dig Alert for outside utility locating. This is in addition to the contract Signaling requirements. All utility mark-out will be provided at the expense of the Contractor.
L. Contractor is required to install and maintain temporary pedestrian signage to reroute pedestrians to appropriate detour during course of construction.
M. Contractor shall inspect and maintain their temporary site fencing regularly, including cleaning or covering graffiti.

5.6. 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.

5.7. 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 Public Works 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 Public Works 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.

5.8. 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.

5.9. 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.

Contractor shall prepare detailed, hour-by-hour work plan for the duration of any work activities that would require a shutdown, to be approved by MTS prior to initiating shutdown of any systems.

STANDARD WORK WINDOWS

WEEKDAY WORK IS TO BE PERFORMED BETWEEN TRAINS FROM 7:00 AM TO 3:30 PM.

WEEKDAY NON-REVENUE SERVICE WILL BE FROM 1:30 AM TO 4:00 AM - (TUESDAY THROUGH SATURDAY).

SATURDAY WORK IS TO BE PERFORMED BETWEEN TRAINS FROM 8:00 AM TO 4:00 PM.

SATURDAY NON-REVENUE SERVICE WILL BE FROM 1:30 AM TO 4:30 AM – (SUNDAY).

SUNDAY WORK IS TO BE PERFORMED BETWEEN TRAINS FROM 8:00 AM TO 4:00 PM.

SUNDAY NON-REVENUE SERVICE WILL BE FROM 12:00 AM TO 4:00 AM – (MONDAY).

5.10. 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 mark outs. Contractor shall provide a copy of the video recording to MTS prior to the start of construction.

5.11. 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. Any disposal of hazardous waste must be communicated to MTS Environmental Health and Safety Specialist for approval prior to disposal.

5.12. ENVIRONMENTAL PROTECTIONS

Contractor shall promptly supply MTS with copies of all notices, reports, correspondence, and submissions made by Contractor to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, California Department of Toxic Substances Control, San Diego Regional Water Quality Control Board, or any other local, state, or federal authority which requires submission of any information concerning environmental matters.

5.13. 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, including but not limited to any failure by Contractor to implement best management practices set forth in any stormwater pollution prevention plan, 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.

5.14. HAZARDOUS SUBSTANCES

A. As used in this section, the term "Hazardous Substances" means:

i. Any substance designated pursuant to Section 1321(b)(2)(A) of Title 33 of the United States Code;

ii. Any element, compound, mixture, solution, or substance designated pursuant to 42 U.S.C. § 9602;
iii. Any hazardous waste having the characteristics identified under or listed pursuant to 42 U.S.C. § 6921;
iv. Any toxic pollutant listed under 33 U.S.C. § 1317(a);
v. Any imminently hazardous chemical substance or mixture with respect to which the Administrator of the United States Environmental Protection Agency has taken action pursuant to 15 U.S.C. § 2606;
vi. Any hazardous waste or extremely hazardous waste as defined by California Health and Safety Code sections 25117 and 25115, respectively.

B. Contractor shall promptly notify MTS of any release, spill, leak, emission, discharge, escape, leaching, dumping, or disposal of Hazardous Substances on, at, or near MTS property.

C. Contractor shall conduct and complete all investigations, studies, sampling, testing procedures, remediation, removals, and other actions necessary to clean up and remove Hazardous Substances on, from, or affecting MTS property as a result of Contractor's use of Hazardous Substances or noncompliance with Sections A (i) or A (iv) herein.

D. Contractor shall promptly supply MTS with copies of all notices, reports, correspondence, and submissions made by Contractor to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, California Department of Toxic Substances Control, San Diego Regional Water Quality Control Board, or any other local, state, or federal authority which requires submission of any information concerning Hazardous Substances.

E. Contractor shall be liable for all costs, expenses, losses, damages, injuries, claims, cleanup costs, penalties, assessments, or fines arising from Contractor's use of Hazardous Substances or noncompliance with Sections A (i) or A (iv) herein.

F. Contractor and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend, reimburse, and hold harmless MTS and its officers, employees, and agents from any costs, expenses, losses, damages, injuries, claims, cleanup costs, penalties, assessments, or fines arising from Contractor's use of Hazardous Substances or noncompliance with Sections A (i) or A (iv) herein.

5.15. ROADWAY WORKERS PROTECTION

Prior to entering the MTS railroad operating corridor, all workers of Contractor, sub-Contractors, and any other third-party contractor under Contractor's control working on MTS property shall have taken and passed a four (4) hour "Roadway Workers Protection" training course as required by the Federal Railroad Administration (FRA) California Public Utilities Commission (CPUC). Training courses are valid for one year from date issued. Contractor should allow at least two weeks to schedule training prior to commencement of services on the right of way (ROW). Registration for the course can be found online at: https://www.sdmts.com/business-center/permits/safety-training. Any costs related to RWP training courses shall be at the sole expense of the Contractor.

5.16. FLAGGING

Any work within fifteen (15) feet of active rail, or as otherwise identified by MTS, shall require an MTS flagger. An MTS Flagger Request form must be submitted to FlagRequest@sdmts.com no later than 72 hours prior to the commencement of the work. The MTS Flagger Request shall include: the specific location, time(s) and date(s) for when an MTS flagger(s) will be necessary. The MTS Flagger will be provided at the expense of the party requesting the work. The requester will be responsible to contact SDTI Assignment Office at (619) 595-4956 no later than 24 hours prior to beginning of work for all cancellations and may be subject to SDTI labor reporting costs.

5.17. [NOT APPLICABLE] SIGNALING MARK-OUT

5.18. [NOT APPLICABLE] BRAND OR TRADE NAMES

5.19. [NOT APPLICABLE] PROJECT RETENTION, SUBSTANTIAL

5.20. CLEAN CALIFORNIA LOCAL GRANT PROGRAM REQUIRED THIRD PARTY CONTRACT CLAUSES

This contract is funded by CALTRANS Clean California Local Grant Program. Contractor and any Subcontractors on this Project are required to comply with the following:

A. Nondiscrimination

Contractors and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Contractors and its subcontractors shall also give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor agrees to include the above clause in each subcontract.

B. Mandatory Organic Waste Recycling

Pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week in performance of this Contract, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide MTS and/or CALTRANS proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling.

C. Educational Programming

If applicable, Contractor shall provide MTS a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and

distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for this Contract, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. Contractor shall provide MTS any and all other intellectual property rights necessary.

To the extent any logos, including trademarks or service marks, are used on educational programming created or produced for this Contract, Contractor agrees to grant MTS and Caltrans all necessary rights to use and allow agents of CALTRANS to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication.

Contractor must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for this Contract a disclaimer that states the content of the educational programming does not reflect the official views or policies of MTS or CALTRANS. The educational programming does not constitute a standard, specification, or regulation.

D. Artwork

If applicable, Contractor, or any other copyright owner(s) of Artwork, shall grant MTS and CALTRANS a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of Artwork created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. Contractor shall grant MTS any and all other intellectual property rights necessary.

Contractor must place a disclaimer statement in a conspicuous manner on or in close proximately to the Artwork created or produced for this Contract a disclaimer statement that the contents of the artwork do not reflect the official views or policies of MTS or CALTRANS.

E. Government Purpose Rights for Inventions

Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by Contractor and its subcontractors in performance of any work and during the term under this Contract. If applicable, Contractor and its subcontractors shall provide MTS and CALTRANS Government Purpose Rights to any inventions created as a result of the Contract. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. “Government Purpose Rights” also include the right to release or disclose said invention(s) outside MTS and CALTRANS for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose.

"Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

F. Intellectual Property

If applicable, Contractor and any subcontractors shall grant the rights necessary to MTS and CALTRANS to allow for use of the intellectual property in a fashion similar to other rights for non-commercial uses and State government purposes.

If additional uses are reasonably determined to be needed for public outreach purposes, Contractor shall grant MTS and CALTRANS obtain rights and grant its agents said additional rights for use of the "Before" and "After" Project photos, Artwork created or produced for this Contract, and educational programming created or produced for this Contract. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license. As requested by MTS, all reproductions and/or copies of "Before" or "After" Project photographs, educational programming, and Artwork shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication].

In performing services under this Contract, Contractor and its Subcontractor shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Contractor and its Subcontractors becomes aware of any such possible infringement in the course of performing any work under this RGA, immediate notification to MTS in writing is required.

6. ATTACHMENTS/DRAWINGS

SEE ATTACHMENT 2 SUBCONTRACTORS

SEE ATTACHMENT 3 PROJECT LABOR AGREEMENT (PLA)

EXHIBIT C

SEE ATTACHMENT 4 - BID PRICE FORM

BID PRICE FORM

Read the attached General Provisions carefully. They are a part of your bid.

Bidders shall submit pricing to provide the services for all the work described in Scope of work/Technical Specifications using the provided bid price form.

Bidders must complete bid price forms as provided, failure to do so will deem the bid non-responsive.

Unit prices will prevail regardless of extensions submitted by the Bidder.

This all-inclusive pricing must include the costs for the bid bond, performance & payment bonds, and insurance. MTS will not pay additional costs, or separate costs for these.

Bidder accepts responsibility for accuracy and presentation of the numbers included in the bid price form.

EXHIBIT D

FORMS

RETURN ALL THESE FORMS WITH YOUR BID

7. FORMS

The following forms/information are required to be submitted with your bid as a matter of responsiveness.

All bids (and accompanying information) must be received by MTS' Procurement Department prior to the scheduled time and date as specified in the Calendar of Events.

The submitted bid must follow instructions as specified in Submission Requirements Section.

As part of the submittal, Bidder to include copies of Prime and all subcontractors:

A. License copies or printouts from https://www.cslb.ca.gov/

B. Public Works & Prevailing Wage Contractor Registration from https://cadir.my.salesforce-sites.com/ContractorSearch.

Please note that there are several forms that not only must be completed by the bidder (i.e. prime contractor) but also should be completed by all subcontractor/s.

The bid forms that must be completed by both the bidder and proposed subcontractors include:

A. MTS DBE Program – Information for Bidder List and Commercial Useful Function; and

B. Certification Regarding Debarment, Suspension and Other Ineligible and Voluntary Exclusions Lower Than Tier Covered Transactions

CONTACT INFORMATION

Company Information:

The Official, Legal Name of Bidding Firm: _____

Doing Business As: _____

Legal Structure (Corp./Partner/Proprietor): _____

Company Mailing Address: _____

Street

_____

City State Zip

Person Authorized to sign:

Point of Contact: _____

Title: _____

E-Mail Address: _____

Phone Number: _____

Accounts Receivable

Point of Contact: _____

Title: _____

E-Mail Address: _____

Phone Number: _____

Labor Compliance

Point of Contact: _____

Title: _____

E-Mail Address: _____

Phone Number: _____

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. In this packet, the bidder shall identify the point of contact that will fulfil the *Supervision and Superintendence* Clause in the General Conditions.

The Bidder may provide a current resume for each key personnel that is fully responsive to each question below:

A. List each person's name and job title to be assigned to this project:

B. Summarize each person's specialized education and/or experience:

C. List each person's years of construction experience relevant to the project:

Bidder agrees that personnel named in this Bid will remain on this project in their designated capacities until completion of all relevant Work, unless replaced by personnel of equivalent experience and qualifications approved in advance by MTS.

Additional Bidder's Statements:

If Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked. By submitting this sheet as a cover sheet along with the required documentation as stated above I certify this documentation is accurate and correct.

BIDDER INFORMATION AND EXPERIENCE FORM

*****Indicate not applicable ("N/A") where appropriate*****

1. Information about Bidder:

   Failure to complete all information may render your bid non-responsive.

   NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

   How many years has Bidder's organization been in business as a Contractor? _____

   How many years has Bidder's organization been in business under its present name? _____

   Under what other or former names has Bidder's organization operated? _____

   If Bidder's organization is a corporation, answer the following:

   Date of Incorporation: _____

   State of Incorporation: _____

   President's Name: _____

   Vice-President's Name(s): _____

   Secretary's Name: _____

   Treasurer's Name: _____

2. If an individual or a partnership, answer the following:

   A. Date of Organization: _____

   B. Name and address of all partners (state whether general or limited partnership):

Name	Address

3. If other than a corporation or partnership, describe organization and name principals:

Not Applicable – is classified as a corporation/partnership. ☐

Applicable, see explanation below: ☐

4. What type of work does the Bidder normally perform with its own forces?

5. Has Bidder ever failed to complete any work awarded to it? If so, in a separate attachment note when, where, and why:

Yes, attached separately as file name or page numbers reference below: ☐

_____

Not Applicable ☐

6. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

Yes, attached separately as file name or page numbers reference below: ☐

_____

Not Applicable ☐

7. Name of Bonding Company and Name and Address of Agent:

Bonding Company Name _____

Agent Address: _____

_____

8. List a minimum of three Industry References:

Reference Agency/Company Name	Points of Contact, Email & Phone Number	Project Name

9. As a separate attachment list completed and current projects over the last three years. Include only projects that are similar in size/scope and complexity to the work. Indicate the contact name, email and phone number of the point of contact for each project.

Yes, attached separately as file name or page numbers reference below: ☐

_____

DESIGNATION OF SUBCONTRACTORS

Bidders must complete Attachment 2 – Subcontractors List. If there are no subcontractors, Bidders should mark as “Not Applicable” and submit this form with the bid.

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 all subcontractors:

A. License copies or printouts from https://www.cslb.ca.gov/

B. Public Works & Prevailing Wage Contractor Registration from https://cadir.my.salesforce-sites.com/ContractorSearch.

MTS DBE PROGRAM - INFORMATION FOR BIDDER LIST & COMMERCIAL USEFUL FUNCTION

MTS is required by Disadvantaged Business Enterprise (DBE) Regulations at 49 CFR Part 26 to collect and report data about DBE and non-DBE contractors and subcontractors who seek to work on MTS's projects. MTS may also use this data to set MTS's overall DBE goals and to assist in monitoring commercial useful function in order to count DBE participation toward meeting MTS's overall DBE goals.
INSTRUCTIONS: Each prime contractor and each subcontractor bidding/submitting a proposal is **required** to complete this form as part of their bid or proposal. If multiple subcontractors, copy this form.

1. Firm Name:	
2. Firm's Full Address (street, city, state, and zip code):	
3. NAICS code for work seeking to perform:	
4. If applicable, please check any certification that your firm currently maintains:	❑ DBE ❑ SB – Small Business ❑ DVBE – Disabled Veteran Owned Business ❑ LGBTBE – LGBT Owned Business ❑ MBE – Minority Owned Business ❑ PDBE – Persons with Disability Owned Business ❑ WBE – Woman Owned Business
5. Only if DBE certified firm, please check one (1) type of work your firm is seeking to perform on this bid/proposal (as defined at enclosed MTS DBE Program: Commercial Useful Function – Guidance for DBE Contractors):	❑ Construction/Maintenance Services ❑ Professional Services ❑ Other Services – e.g. broker ❑ Manufacturer of Materials/Supplies ❑ Regular Dealer of Materials/Supplies ❑ Distributer of Materials/Supplies ❑ Other (not listed above) Material Supplier ❑ Trucking
6. Year firm was established:	
7. Please check your firm's applicable annual gross receipt range:	❑ Less than $1,000,000 ❑ $1,000,0001 - $15,000,000 ❑ $15,000,001 - $30,720,000 ❑ $30,720,001 - $50,000,000 ❑ Greater than $50,000,000

SIGNATURE ACKNOWLEDGES AND AFFIRMS ACCURACY OF COMPLETED FORM

SUBCONTRACTOR	**PRIME CONTRACTOR**
Signature: _____	Signature: _____
Date: _____	Date: _____

MTS DBE PROGRAM
Commercial Useful Function (CUF) – Guidance for DBE Contractors

Per FTA DBE Regulations at 49 CFR Part 26, to meet Commercial Useful Function requirements in order for MTS to count the participation of a DBE prime or DBE subcontractor towards its DBE Overall Goal, the **DBE prime or DBE subcontractor must**:

1) Be responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved;
2) Not be an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation;
3) Perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force; and
4) Depending on the type of work being performed, meet the definitions of the Table below.

Type of Work Performed	Definitions	Counting Rules of DBE Prime or DBE Subcontract Dollar Value
1a. Construction /Maintenance Services – Supplies purchased or leased equipment from a third-party	Responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (if applicable) and paying for the material itself	Count 100%
1b. Construction /Maintenance Services – Supplies purchased or leased equipment from a prime contractor		Count only labor costs (exclude cost of material, supplies, equipment purchased/leased from prime or its affiliates)
2a. Professional Services – Bona Fide Services	E.g. professional, technical, architectural and engineering, managerial, providing bonds, or insurance	Count 100%
2b. Services – Other	E.g. brokers, packagers, manufacturer's reps., (arrange or expedite the procurement of goods and services)	Count fees or commissions related to assistance only (exclude cost of service itself)
3a. Materials and Supplies	Owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required	Count 100%

Type of Work Performed	Definitions	Counting Rules of DBE Prime or DBE Subcontract Dollar Value
– Manufacturer	under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. Not a manufacturer if only does minor modifications to materials.	
3b. Materials and Supplies – Regular Dealer	Owns (or leases) and operates, a store, warehouse or other establishment in which materials, supplies, articles or equipment of the "general character" required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business. Items kept and regularly sold by the DBE are of the ''general character'' when they share the same material characteristics and application as the items specified by the contract. Engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. At least 51% of the items on the contract are provided from its inventory, and when necessary, any minor quantities delivered from and by other sources are of the "general character" as those provided from the DBE's inventory. Both owns and operates distribution equipment used to deliver the products for bulk items (e.g. as petroleum products, steel, concrete or concrete products, gravel, stone, or asphalt) without owning, operating, or maintaining a place of business. Any supplementing of own distribution equipment must be by a long-term operating lease. Includes a supplier of items that are not typically stocked due to their unique characteristics (e.g. limited shelf life or items ordered to specification)	Count 60% of cost of materials or supplies (including transportation costs)
3c. Materials and Supplies – Distributor	Neither maintains sufficient inventory nor uses its own distribution equipment for the products in question. Engages in the regular sale or lease of items specified by the contract. Assumes responsibility for the items it purchases once they leave the point of origin (e.g. a manufacturer's facility) making it liable for any loss or damage not covered by the carrier's insurance	Count 40% of the cost of materials or supplies (including transportation costs)
3d. Materials and Supplies – Other	Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions	Count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or

Type of Work Performed	Definitions	Counting Rules of DBE Prime or DBE Subcontract Dollar Value
		supplies required on a job site (exclude cost of the materials and supplies themselves)
4a. Trucking – Owned and Operated	Responsible for management and supervision of entire trucking operation on the contract. Owns and operate at least 1 fully licensed, insured, and operational truck used on the contract, using drivers it employs.	Count credit for the total value of the transportation services provided on the contract.
4b. Trucking – Leased Trucks from another DBE firm	Owned and operates leased trucks from another DBE firm, including an owner-operator who is a DBE. Lease must indicate that the DBE has exclusive use of and control over the truck. Does not preclude the leased truck from working for others during the lease with the consent of the DBE, so long as lease gives the DBE absolute priority	Count credit for the total value of the transportation services the lessee provided on the contract.

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)*****

MTS may not permit a contractor or subcontractor to bid on, be awarded, or perform work on a public works project if the contractor or subcontractor is ineligible to bid on, be awarded or perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7.

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:	
License No. (if applicable):		License No. (if applicable):	
DUNS No.:		DUNS No.:	

ACKNOWLEDGED AND AGREED

Print Name:		Print Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

FINANCIAL QUESTIONNAIRE FORM

1. This organization is organized under the laws of the State of: _____

2. Principal Financial institution. The information bellow will be used to assess financial responsibility.

Name of Bank: _____

Address: _____
Street

_____
City State Zip

Telephone: _____

Officer Familiar with Bidder's Account: _____

3. Business License

NOTE: The representations regarding the Bidder's license are made under penalty of perjury.

Contractor's License No.: _____

Original Date Issued: _____

Expiration Date: _____

Bidder's DUNS No.: _____

Expiration Date: _____

Bidder's System for Award Management (SAM) No.: _____

Expiration Date: _____

4. The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this bid are as follows:

Not Applicable – is classified as a corporation/partnership. ☐

Applicable, see explanation below: ☐

Date

5. All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this bid are as follows:

Not Applicable – is classified as a corporation/partnership. ☐

Applicable, see explanation below: ☐

6. Has Bidder ever failed to complete any work awarded to it? If so, when, where, and why?

Not Applicable – is classified as a corporation/partnership. ☐

Applicable, see explanation below: ☐

7. Identify any conditions bankruptcy, pending litigation, planned office closures, impending merger:

Not Applicable – is classified as a corporation/partnership. ☐

Applicable, see explanation below: ☐

CALIFORNIA PUBLIC RECORD ACT (PRA) AKNOWLEDGEMENT

I/We hereby represent, acknowledge, and agree as follows:

1. MTS is a California public agency established by California Public Utilities Code, Section 120000. et. seq., and is subject to the California Public Records Act (Government Code sec. 6250 et seq.) which provides generally that all records relating to a public agency's business are open to public inspection unless exempted from disclosure by law.

2. The bid I/we have submitted to MTS is open to public inspection under the PRA unless it is exempted from disclosure by law.

3. To the extent the bid includes materials that I/we believe are exempt from disclosure under PRA, I/we understand that I/we must provide a letter identifying the materials that I/we believe are exempt from disclosure and explaining the basis for exemption.

4. Any materials not identified as exempt from disclosure are open to public inspection, and I/we waive any right to subsequently claim exemption from disclosure for such materials.

5. MTS at all times retains the right to make the final determination regarding what, if any, portion of a bid is subject to disclosure under PRA.

6. Use of headers/footers bearing designations such as “confidential”, “proprietary”, or “trade secret” on all or nearly all of a bid which would prohibit or limit public inspection is not acceptable and may deem the bid non-responsive and may be rejected; labeling a page as such does not prohibit MTS from disclosing the page in response to a PRA response or in the ordinary cause of business if MTS concludes it is obligated to so by applicable law.

7. To defend and indemnify MTS in any action on a PRA request for any of the contents of a Bid marked trade secret, confidential or proprietary.

8. Marking a document as “trade secret”, “confidential” or “proprietary” without the express written permission of MTS does not exempt a document from disclosure to third parties under state or federal law, or in the normal course of MTS’s business operations. MTS has no obligation to get a respondent’s permission before producing such documents.

9. The bid I/we have submitted *(check one of the following)* materials that we believe are exempt from disclosure under the PRA.

INCLUDES ☐

DOES NOT INCLUDE ☐

ACKNOWLEDGED AND AGREED

Company Name: _____

Title: _____

Signature: _____

Date: _____

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 _____ of _____, 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 _____(date), at _____(city), _____(state).

ACKNOWLEDGED AND AGREED

_____

Name of Contractor: _____

Signature: _____

Date: _____

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 ☐**

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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: _____

Title: _____

Signature: _____

Date: _____

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.

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: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

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: _____

DIR Registration No.: _____

Print Name: _____

Title: _____

Signature _____

Date: _____

COMMITMENT TO COMPLY WITH PROJECT LABOR AGREEMENT (PLA) REQUIREMENTS

Bidder, on behalf of itself and its subcontractor(s) at every tier, hereby commits to comply with MTS's Project Labor Agreement for all work on the Project. As a condition of contract award, the Contractor shall submit its Letter of Assent to MTS's Project Labor Coordinator and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project.

NOTE: Failure to submit this Commitment to Comply with PLA Requirements Form at the time of bid submittal may render the Bid non-responsive.

ACKNOWLEDGED AND AGREED

Print Name: _____

Signature: _____

Date: _____

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, _____ hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____ 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 _____ Dollars ($_____) (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 _____ _____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 _____ day of _____, 20____, the name and corporate seal of each corporation.

_____	_____
BY: SURETY Attorney-in-Fact	BY: PRINCIPAL
	_____ Title

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 _____

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 Contractor/Principal.

Notary Acknowledgment

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COUNTY OF _____

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Number of Pages

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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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the SAN DIEGO METROPOLITAN TRANSIT SYSTEM, (hereinafter referred to as "MTS") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Contractor and _____ _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto MTS in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless MTS, its Board, members of the Board, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees incurred by MTS in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by MTS, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect MTS from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit MTS's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by MTS to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at MTS's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible

bidder, arrange for a Contract between such bidder, the Surety and MTS, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by MTS under the Contract and any modification thereto, less any amount previously paid by MTS to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit MTS to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by MTS under the Contract and any modification thereto, less any amount previously paid by MTS to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that MTS may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if MTS, when declaring the Contractor in default, notifies Surety of MTS's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

CONTRACTOR/PRINCIPAL

_____
Name

By_____

SURETY:

By: _____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.

(The above must be filled in by corporate attorney.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

Name and Address of Surety _____
_____
_____

Name and Address of Agent or Representative for service of process in California, if different from above _____
_____
_____

Telephone number of Surety and Agent or Representative for service of process in California _____

Notary Acknowledgment

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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

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Title or Type of Document

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Number of Pages

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Date of Document

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Signer(s) Other Than Named Above

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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 PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the SAN DIEGO METROPOLITAN TRANSIT SYSTEM (hereinafter referred to as the "MTS"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto MTS in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by MTS in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or MTS and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal of Principal, if corporation) _____

Principal (Contractor)

By _____
(Signature of Contractor)

(Seal of Surety) _____
Surety

By _____
Attorney in Fact

Notary Acknowledgment

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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

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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

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END OF PAYMENT BOND

BID PRICE FORM

Beyer Blvd Pathway Beautification

ADDENDUM NO 1. REVISED 6/30/26

Bidder Name: WIER CONSTRUCTION CORPORATION-

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Cost
General Requirements					
1	Mobilization	LS	1	$ 228,000.00	$ 228,000.00
2	Traffic Control	LS	1	$ 36,000.00	$ 36,000.00
3	BMP Monitoring & Reporting	LS	1	$ 60,000.00	$ 60,000.00
4	Surveying for Construction Staking	LS	1	$ 6,900.00	$ 6,900.00
5	Construction Silt Fencing	LF	1,130	$ 7.20	$ 8,136.00
6	Fiber rolls	LF	565	$ 7.20	$ 4,068.00
7	Stabilized construction entrance	LS	1	$ 1,800.00	$ 1,800.00
Site Demolition					
1	Demo existing concrete pavement and ramps	SF	2,650	$ 8.40	$ 22,260.00
2	Demo existing concrete slope paving	SF	2,580	$ 10.80	$ 27,864.00
3	Clearing and Grubbing	SF	7,510	$ 3.60	$ 27,036.00
4	Remove existing bollards	EA	3	$ 180.00	$ 540.00
5	Remove existing handrail	LF	167	$ 18.00	$ 3,006.00
6	Remove existing fence - 6'	LF	490	$ 14.40	$ 7,056.00
7	Remove existing fence - 4'	LF	510	$ 14.40	$ 7,344.00
8	Miscellaneous demolition	LS	1	$ 6,000.00	$ 6,000.00
Protect in Place					
1	Protect existing light pole	EA	7	$ 300.00	$ 2,100.00
2	Protect existing black chainlink fence	LF	310	$ 2.40	$ 744.00
3	Protect existing wooden fence	LF	130	$ 1.20	$ 156.00
4	Protect power pole	EA	1	$ 300.00	$ 300.00
5	Protect guard arm foundation	LS	1	$ 600.00	$ 600.00
6	Protect existing electrical vault	LS	1	$ 600.00	$ 600.00
Earthwork					
1	Export for Top Soil (2" Depth)	CY	35	$ 144.00	$ 5,040.00
2	Overexcavation / Remedial grading Pedestrian Pavement and Export (22" Depth)	CY	235	$ 180.00	$ 42,300.00
3	Overexcavation / Remedial grading Vehicular Pavement and Export (30" Depth)	CY	455	$ 216.00	$ 98,280.00
4	Import and fill (exclude pavement thickness)	CY	470	$ 180.00	$ 84,600.00
Pavement					
1	Type 1 **Vehicular** Concrete (gray with top cast)	SF	1,152	$ 24.00	$ 27,648.00
2	Type 2 **Vehicular** Concrete (int color with top cast)	SF	2,220	$ 28.80	$ 63,936.00
3	Type 1 **Pedestrian** Concrete (gray with top cast)	SF	871	$ 19.20	$ 16,723.20
4	Type 2 **Pedestrian** Concrete (int color with top cast)	SF	1,628	$ 24.00	$ 39,072.00
5	Decorative Path Centerpiece (Vehicular)	SF	415	$ 28.80	$ 11,952.00
6	Pavement subgrade preparation	SF	6286	$ 3.60	$ 22,629.60
Drainage					
1	Concrete Gutter - Retaining Wall	SF	430	$ 30.00	$ 12,900.00
Electrical Services					
1	Underground conduitS, copper wiring, inclucing trenching, backfill, bedding - 1" CONDUIT, 2 #4 + 1#4 GND	LF	1,058	$ 60.00	$ 63,480.00
2	Underground conduitS, copper wiring, inclucing trenching, backfill, bedding - 1" CONDUIT, 2 #6 + 1#6 GND	LF	50	$ 60.00	$ 3,000.00
3	Underground conduitS, copper wiring, inclucing trenching, backfill, bedding - 1-1/2" C, 3#4+1#4 GND,2#6+1#6 GND	LF	45	$ 90.00	$ 4,050.00
4	Copper wiring - 5#4+1#4 GND	LF	208	$ 36.00	$ 7,488.00
5	New pull boxes (24x24x24)	EA	2	$ 3,000.00	$ 6,000.00
6	New light poles	EA	14	$ 6,000.00	$ 84,000.00
7	Concrete base for light poles	EA	14	$ 1,800.00	$ 25,200.00
8	New light bollards	EA	21	$ 3,600.00	$ 75,600.00
9	Concrete base for light bollards (included above)	EA	21	$ 600.00	$ 12,600.00
10	Lighting Control Panel	EA	1	$ 12,000.00	$ 12,000.00

11	Artwork Lighting	EA	4	$ 2,400.00	$ 9,600.00
12	Landscape Lighting	EA	20	$ 1,800.00	$ 36,000.00
13	Point of Service Connection / tie to Existing Panel / Misc Elect	EA	1	$ 582.00	$ 582.00
14	Anchorage of Existing Overhead Catenary System (OCS) Pole	EA	1	$ 12,000.00	$ 12,000.00
Landscape Planting					
1	Shrubs / GC - 1 gal.	EA	1,250	$ 14.40	$ 18,000.00
2	Shrubs - 5 gal.	EA	105	$ 54.00	$ 5,670.00
3	Trees - 36" box	EA	12	$ 1,980.00	$ 23,760.00
4	Maintenance of landscape 365 days	SF	5,400	$ 3.00	$ 16,200.00
5	Mulch, bark mulch	SF	5,400	$ 1.56	$ 8,424.00
6	Soil amending	SF	5,400	$ 2.22	$ 11,988.00
7	Import Topsoil - 2" depth	SF	5,400	$ 1.56	$ 8,424.00
Irrigation					
1	Irrigation Controller Assembly	EA	1	$ 17,940.00	$ 17,940.00
2	Irrigation POC (backflow, flow sensor, master valve)	EA	1	$ 31,800.00	$ 31,800.00
3	Irrigation System	SF	5,400	$ 20.70	$ 111,780.00
Site Amenities & Signage					
1	Concrete Seatwall	LF	76	$ 240.00	$ 18,240.00
2	Trash/Recycle Receptacles	EA	2	$ 3,000.00	$ 6,000.00
3	18" x 24" Interpretive Signage	EA	1	$ 900.00	$ 900.00
4	4' Decorative ClearVu Fence - Trackside	LF	507	$ 240.00	$ 121,680.00
5	6' Black Vinyl Chainlink Fence - Along retaining wall	LF	215	$ 280.80	$ 60,372.00
6	6' Black Vinyl Chainlink Fence on-grade	LF	111	$ 280.80	$ 31,168.80
Retaining Wall Items					
1	Structure Excavation	CY	240	$ 180.00	$ 43,200.00
2	Structure Backfill	CY	480	$ 420.00	$ 201,600.00
3	Concrete	CY	145	$ 900.00	$ 130,500.00
4	Bar Reinforcing Steel	LB	14930	$ 2.16	$ 32,248.80
5	Perporated Drain Pipe	LF	220	$ 36.00	$ 7,920.00
6	Weep Holes	LS	1	$ 12,000.00	$ 12,000.00
Concrete Art Walls and Foundations					
1	Structure Excavation	CY	20	$ 480.00	$ 9,600.00
2	Structure Backfill	CY	5	$ 480.00	$ 2,400.00
3	Concrete	CY	30	$ 900.00	$ 27,000.00
4	Bar Reinforcing Steel	LB	2350	$ 3.00	$ 7,050.00
Art Sculpture and Foundations					
1	Structure Excavation	CY	10	$ 360.00	$ 3,600.00
2	Structure Backfill	CY	5	$ 480.00	$ 2,400.00
3	Concrete	CY	5	$ 900.00	$ 4,500.00
4	Bar Reinforcing Steel	LB	325	$ 2.04	$ 663.00
5	Scuplture Unloading and Installation	EA	2	$ 2,400.00	$ 4,800.00
Miscellaneous Items					
1	City Permit for water line connection (irrigation)	LS	1	$ 36,000.00	$ 36,000.00
				Subtotal - All Base Work =	**$ 2,245,019**

Contract Alternates					
BID ALT 1 - Shade Structure and Foundations					
1	Shade Structure - Poligon (incl foundations)	LS	1	$ 240,000.00	$ 240,000.00
BID ALT 2- Decorative MTS railing - Trackside					
1	4' Decorative MTS Fence with curb	LF	507	$ 450.00	$ 228,150.00
				Subtotal - All Contract Alternates =	**$ 468,150**

Grand Total Basis of Award (Base plus All Alternates)	**$ 2,713,169**

The base bid and any alternate pricing is all-inclusive and must include the costs for the bid bond, performance and payment bonds, and insurance. MTS will not pay additional or separate costs for these.

Agenda Item No. 24

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Security Services – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 9 to MTS Doc No. G2359.0-20 (in substantially the same format as Attachment A), with Inter-Con Security Systems, Inc. (dba Inter-Con Security), to add contract capacity of $16,597,880.00 and extend the contract for one (1) year effective January 1, 2027 to December 31, 2027.

Budget Impact

The total cost of this amendment is estimated to be $16,597,880.00, and the total contract cost is estimated to be $89,041,383.00 (inclusive of the total costs for Amendment No. 9). These services will be funded by the Security Department Operating Budget account 420010-535100.

DISCUSSION:

MTS provides uniformed security personnel at various locations throughout MTS's service area to maintain a safe environment for patrons and employees alike. These security personnel have the capability to respond to disturbances and emergencies affecting both trolley and bus services within the MTS service area.

A high-quality security team offers a physical presence serving as a visual and physical deterrent to suspicious and illegal behavior including assault, vandalism and graffiti activities, as well as ambassadors of goodwill to MTS passengers. Security personnel also work closely with MTS Code Compliance Inspectors to conduct fare inspections.

On July 30, 2021 (Agenda Item (AI) No. 30), the Board awarded a Security Services contract with Inter-Con for a period of January 2022 through December 2026.

Today's proposed action extends the contract for a one (1) year period effective January 1, 2027 to December 31, 2027. Given the current agency budgetary concerns, the contract extension will provide MTS with extra time to analyze staffing levels and structure, and to collect additional data related to the security team's organization for a replacement procurement.

On February 16, 2023 (AI No. 12), the Board approved wage rate increases for the remaining contract years by an additional 4% for Year 3, 4% for Year 4, and 3% for Year 5. The extension includes a 4% wage rate increase that similarly matches the previously negotiated rate increases included and evaluated as part of the overall contract cost. Therefore, staff has deemed the extension pricing to be fair and reasonable.

Following the commencement of the agreement, various Amendments have been executed. The base agreement and subsequent amendments are summarized below:

Description	Amount	Approval
Base Agreement and Option Years	$66,004,286.00	07/30/2021 (AI 30)
Amendment No. 1 for On-the-Job training (OJT) to be a billable expense to MTS for Year 1	$100,000.00	12/16/2021 (AI 22)
Amendment No. 2 for three additional security vehicles	$65,723.00	02/08/22 Approved by the CEO
Amendment No. 3 for Body Camera Recorder Procedures	$0.00	08/08/22 Approved by the CEO
Amendment No. 4 for additional OJT.	$0.00	12/28/22 Approved by the CEO
Amendment No. 5 for wage increase for all security personnel	$5,273,494.00	02/16/23 (AI 16)
Amendment No. 6 to exercise option years 1 and 2 and add funds	$1,000,000.00	10/17/2024 (AI 10)
Amendment No. 7 to modify the insurance costs due to the increase of service vehicles from 21 to 26.	$0.00	08/01/2025 Approved by the CEO
Amendment No. 8 to add a subcontractor	$0.00	09/02/2025 Approved by the CEO
Amendment 9 extend agreement for one-year	$16,597,880.00	Today's Proposed Action
New Board Approved Amount	$89,041,383.00	

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 9 to MTS Doc No. G2359.0-20 (in substantially the same format as Attachment A), with Inter-Con Security Systems, Inc. (dba Inter-Con Security), to add contract capacity of $16,597,880.00 and extend the contract for one (1) year effective January 1, 2027 to December 31, 2027.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. MTS Doc No. G2359.9-20

Metropolitan Transit System

Amendment 9

September 17, 2026 MTS Doc No. G2359.9-20

SECURITY SERVICES

Inter-Con Security Systems, Inc. dba Inter-Con Security
Thomas Rath
Assistant General Counsel
210 S. De Lacey Avenue
Pasadena, CA, 91105

This shall serve as Amendment No.9 to the original agreement G2359.0-20 as further described below.

SCOPE

Pursuant to the Scope of Work of the San Diego Metropolitan Transit System (MTS) contractor shall extend the Security Services as outlined in G2359.0-20 for an additional one (1) year under the updated billing rates as outlined in Attachment A.

SCHEDULE

The contract term shall be extended for one (1) year effective January 1, 2027 to December 31, 2027.

PAYMENT

This contract amendment shall authorize additional costs not to exceed $16,597,880.00 as summarized below:

Description	Cost
Board Approved Amount (AI 10 – 10/17/24)	$72,443,503.00
Additional funds for Contract Extension (AI TBD – 9/17/26)	$16,597,880.00
TOTAL	$89,041,383.00

The total value of this contract including this amendment shall be in the amount of $89,041,383.00. This amount shall not be exceeded without prior written approval from MTS.

DRAFT

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:

Thomas Rath, Assistant General Counsel
Inter-Con Security Systems, Inc. dba
Inter-Con Security

Date: _____

Attachments: A. Inter-con Rate Modification

ATTACHMENT A
INTER-CON RATE MODIFICATION

ATTACHMENT A
INTER-CON RATE MODIFICATION

DRAFT

INTER-CON RATE MODIFICATION

Inter-Con is excited by the opportunity to continue its partnership with SD MTS through the requested one-year extension of Contract G2359.0-20. Please see below for **Inter-Con's proposed rates for the extension period ending December 31, 2027**.

The proposed rate adjustment reflects CBA-defined wage increases that become effective on January 1, 2027. Inter-Con inherited the existing union environment from the predecessor contractor, and the negotiated wage increases under the applicable collective bargaining agreement must be honored by any service provider supporting the program. These wage increases are not discretionary and reflect the underlying labor cost structure applicable to the contract.

The proposed extension-year rates are based on the updated CBA-defined program wages and utilize the same 47.6% overhead rate defined in Inter-Con's contract documentation. Inter-Con is not seeking to increase its margin through the extension. Rather, the proposed rates are intended to keep the program economically whole by applying the contract-defined overhead rate to the updated CBA wage structure.

Inter-Con welcomes the opportunity to discuss the proposed rates in further detail and answer any questions SD MTS may have.

BUDGET ESTIMATE

Below, we provide a breakdown of the contemplated Year 6 Bill Rates. Consistent with the framework of our awarded pricing, Inter-Con has simply applied the 47.6% overhead rate from the contract to the program's new pay rates, effective January 1st, 2027.

Job Title	Current Contract Pay Rate	Year 6 Scheduled Pay Rate Increase	Year 6 Pay Rate: Eff. 01.01.2027	Contract-Defined Overhead Rate	Year 6 Bill Rate: Eff. 01.01.2027
Administrative	$33.80	4.0%	$35.15	**47.6%**	**$51.88**
Armed Captain	$46.12	4.0%	$47.96	**47.6%**	**$70.80**
Armed Lieutenant	$33.80	4.0%	$35.15	**47.6%**	**$51.88**
Armed Security Officer	$24.87	4.0%	$25.86	**47.6%**	**$38.18**
Armed Sergeant	$27.13	4.0%	$28.22	**47.6%**	**$41.65**
Dispatch / CCTV Officer A	$23.74	4.0%	$24.69	**47.6%**	**$36.44**
Trainer	$34.83	4.0%	$36.22	**47.6%**	**$53.47**
Unarmed Security Officer	$22.61	4.0%	$23.51	**47.6%**	**$34.71**
Special Event Officer	$17.79	4.0%	$18.50	**47.6%**	**$27.31**

Agenda Item No. 25

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

43rd St. Traction Power Substation (TPSS) Replacement Alternating Current (AC) Switchgear Equipment Procurement – 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. L1716.0-27 (in substantially the same format as Attachment A), a sole source award to RESA Power (RESA), in the amount of $292,492.35 for the purchase of AC switchgear equipment and testing.

Budget Impact

The total cost of this contract is estimated to be $292,492.35, inclusive of 7.75% CA Sales Tax (Attachment B). The project will be funded by the Capital Improvement Program (CIP) account 2005105601 – AC Switchgear Replacement – 43rd St TPSS.

DISCUSSION:

The existing 43rd Street Traction Power SubStation (TPSS) has been in service for over 30 years and there are no longer parts available to repair its damaged AC Switchgear. TPSS equipment is connected to the SDG&E grid and provides power to trolley trains via the overhead catenary wire system. The AC switchgear is major component inside the substations, changing the Alternating Current (AC) power provided by SDG&E to Direct Current (DC) power which is transmitted to the catenary system. When the switchgear fails, the substation cannot provide power the Trolley vehicles in this section of the Orange Line.

On September 16, 2021 (Agenda Item (AI) 11), the MTS Board of Directors approved Job Order Contract (JOC) MTS Doc. No. PWL312.0-20, MTSJOC312, for the in-kind replacement of the AC switchgear. The work order was necessary to keep the TPSS in a state of good repair. This new AC switchgear equipment was received on May 4, 2023. As the project progressed and through inspection and coordination, in the spring of 2024, San Diego Gas & Electric (SDG&E) informed MTS that the original equipment design no longer met SDG&E requirements and an in-kind equipment replacement would not be approved. In order to get SDG&E approval, additional upgraded equipment would be required. Based on this information, in March 2025,

MTS issued a supplemental JOC work order for shop drawings to be reviewed and approved by SDG&E for this new AC switchgear equipment.

With the new equipment shop drawings now approved by SDG&E, MTS staff proposes to move forward with a sole source agreement with RESA for the procurement of the new 43rd St. AC switchgear equipment. RESA is a qualified direct manufacturer of electrical equipment. They have been involved in this project since the original JOC was initiated for the in-kind replacement equipment, and it was their shop drawings and equipment that were approved by SDG&E to move this project forward. They also possess unique project knowledge and history. Because of the SDG&E approval process, MTS is unable to competitively solicit bids for AC switchgear equipment without risking that SDG&E will reject the low-bid equipment or require material changes to the technical specifications after a contract to purchase the low-bid equipment is executed. Because the RESA equipment is the only equipment that meets the SDG&E requirements and has been approved by them for this TPSS location, this purchase qualifies for a sole source procurement under Public Utilities Code section 120222(b).

The 43rd St TPSS was pulled out of service and de-energized in April 2022, when SDG&E rejected the in-kind equipment replacement. This means other surrounding TPSSs are having to make up for the load of the de-energized 43rd St. TPSS, putting additional strain on the nearby TPSS equipment. Based on this, it is important to procure the new equipment as soon as possible to initiate the needed repairs of the 43rd St. AC switchgear in order to re-energize the 43rd St. TPSS.

Once this new AC switchgear equipment is delivered, MTS will initiate a new JOC contract with its current Railroad Signals, Overhead Catenary Systems, and Track Work JOC contractor for the construction and installation of the new equipment. Overall, SDG&E's requirement for upgraded AC switchgear equipment has elevated the proposed project from a relatively simple replacement of existing equipment with like kind (but new) equipment, into a project that requires more expensive equipment, additional design and engineering to support the new equipment and process approvals at SDG&E, and additional costs to install the equipment on site. The Board approved additional funding for this project during the FY 27 CIP approval process.

Today's proposed action awards a sole source agreement to RESA for the purchase of this AC switchgear equipment.

RESA has provided pricing for the proposed equipment. MTS Staff performed a cost/price analysis and deemed the cost to be fair and reasonable based on past purchase history and a comparison, to the MTS Independent Cost Estimate (ICE). The table below shows the difference between MTS's ICE and RESA's quote.

NAME	CERTIFICATION	AMOUNT
MTS ICE		$304,577.60 *
RESA	**N/A**	**$292,492.35 ***
(Difference between MTS ICE vs RESA's quote)		$12,085.25

**Inclusive of 7.75% CA Sales Tax*

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1716.0-27 (in substantially the same format as Attachment A), a sole source

award to RESA, in the amount of $292,492.35 for the purchase of AC switchgear equipment and testing.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft MTS Agreement No. L1716.0-27
B. RESA's Quote

Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. L1716.0-27

43RD ST. TRACTION POWER SUBSTATION (TPSS) REPLACEMENT ALTERNATING CURRENT (AC) SWITCHGEAR EQUIPMENT

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: RESA Power

Address: 16833 Edwards Road

Cerritos CA 90703
City State Zip

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

Email: bobby.moreno@resapower.com

Telephone: 562-544-0214

Authorized person to sign contracts Bobby Moreno Sales Engineer
Name Title

DRAFT

The Contractor agrees to provide goods as specified in the Quote (Exhibit A), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit B), and Forms (Exhibit C).

The contract term shall commence upon full execution of the Agreement and conclude 8 months thereafter from the Notice to Proceed (NTP). This timeframe includes the preparation and approval of the drawings, as well as shipping of the materials following approval of the drawings.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $292,492.35 without the express written consent of MTS.

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

QUOTATION

16833 Edwards Road, Cerritos, CA 90703

Date	4/22/2026
Quote #	84247 Rev 2

Quoted to:
San Diego Metropolitan Transit System
Brian Trewin
1255 Imperial Avenue Suite 1000
San Diego Metropolitan Transit System
San Diego, CA 92101
Payment Terms: 1% 10 Net 30

Deliver to:
San Diego Metropolitan Transit System
Brian Trewin
Ship By Date: TBD
Shipping Method: BEST WAY
Freight Terms: Prepaid-Add

Qty	Description	Unit Price	Ext Price
1	43rd Street Substation - 12kV Metering Swgr. **Warranty: 1 Year Warranty** METAL-ENCLOSED SWITCHGEAR, 1200A, 12,000 VOLTS NOMINAL, 3-PHASE, 3-WIRE, 60Hz, 25kA SYM. INTERRUPTING RATING, 95kV BIL, SILVER-PLATED COPPER BUSSING, NON-UL LISTED, TYPE 3R OUTDOOR (NON WALK-IN), ANSI 61 LIGHT GRAY STEEL ENCLOSURE SECTION No. 1: INCOMING PULL - Metal-enclosed construction, 1200A 25kA IR Main Bus, glass polyester insulation, rear access doors - Utility UGPS per EUSERC / SDG&E requirements SECTION No. 2: MAIN BREAKER - Metal-clad construction, 1200A 25kA IR Main Bus with glass polyester stand-off insulators, rear access doors - (3) Surge Arrester, 15kV Rated, 12.7kV MCOV, Distribution Class - (1) Control Power Transformer (CPT), 5kVA, 12000 – 120/240 Volts, 1-Phase, with secondary disconnect - (2) Voltage Transformer (VT), 12000 – 120 Volts, Accuracy Class 0.3WXMYZ 1.2ZZ at 100%, with two (2) primary fuses [Open Delta Connection] - (1) Vacuum Circuit Breaker, Drawout, 1200A, 15kV Class, 25kA, 5-cycles, 95kV BIL, Eaton VCP-W Series - (3) Current Transformer (CT), 600 : 5, Single Ratio, ANSI Accuracy Class C100 with shorting blocks - (1) Control Power Transformer, 15kVA, 12000 – 120/240 Volts, 1-Phase with mechanical interlock with secondary main breaker - (2) Feeder Protection Relay, Siemens Siprotec Series [Primary and Backup] - (1 lot) Flexitest switches, ABB Type FT-1/-14 or approved equal - (1) Breaker Control Switch, "Trip - Close", Shallco or approved equal - (2) Indicating Lights, Green (Open) & Red (Closed), GE ET-16 Series or approved equal	$236,211.00	$236,211.00

All orders are bound by our standard
Terms & Conditions of Sales
http://www.resapower.com/terms-of-sale

16833 Edwards Road, Cerritos, CA 90703
Tel: 800-576-7372 http://www.resapower.com

QUOTATION

Date	4/22/2026
Quote #	84247 Rev 2
43rd STREET SUBSTATION UTILITY METER SECTION	

- (1) Lockout Relay, Coil Voltage: 125Vdc, Shallco or approved equal
- (2) Capacitor Trip Device
- (1) Heater Package

SECTION No. 3: UTILITY METERING SECTION
- Metal-enclosed construction, 1200A 25kA IR Main Bus, glass polyester insulation, rear access doors
- (1) Utility Metering Compartment per EUSERC / SDG&E requirements
- Utility CTs and VTs to be provided by others.

SECTION No. 4: OUTGOING PULL
- Metal-enclosed construction, 1200A 25kA IR Main Bus, glass polyester insulation, rear access bolt-on panels
- (1) 1200A Termination Pad, Standard NEMA 2-Hole Pattern, 1.75-in. spacing

ACCESSORIES / TOOLS
- (1 set) Extension Rails (right and left)
- (1) Manual Charging Handle
- (1) Spin-free levering-in crank with clutch
- (1) set of rail clamps
- (1) Breaker Lifting Yoke
- (1) Portable Lift Truck

LEAD TIME:
Drawings = 3 – 4 weeks ARO
Shipping = 35 – 40 weeks after approval of drawings

RESA will buy back original switchgear that was delivered and installed: $20,000 Buy Back cost. Customer to load on RESA provided truck.

NOTES, CLARIFICATIONS, AND EXCEPTIONS:
1. All amounts are in US Dollars.
2. Quote is based on information received from customer.
3. Start-up, field testing, training, power study, arc flash study, and seismic calculations are NOT included.

QUOTATION

16833 Edwards Road, Cerritos, CA 90703
Tel: 800-576-7372 http://www.resapower.com

Date	4/22/2026
Quote #	84247 Rev 2
43rd STREET SUBSTATION UTILITY METER SECTION	

4. Work will start after receiving approved and signed submittal drawings from the customer.
5. The lead time is based upon quantity and options quoted and is subject to plant loading and inventory at time of release.
6. Any change to this bill of material will result to a change in price.
7. Sales tax is not included
8. Quote is valid for 30 days.
9. Freight / Shipping Cost is NOT included. (F.O.B. Cerritos, CA; Prepaid and Add).
10. If customer decides to cancel at any time, the following are the cancellation charges:
- After receipt of PO = 10%
- After approval drawings were sent = 25%
- Start of Engineering = 50%
- Parts Ordered = 100%

1	Seismic Calculations **Warranty: 1 Year Warranty**	$7,500.00	$7,500.00
1	43rd Street Substation Acceptance Testing **Warranty: 1 Year Warranty**	$19,320.00	$19,320.00
1	On Site Training **Warranty: 1 Year Warranty** RESA will dispatch subject matter expert to perform 2 days of onsite training for newly provided equipment.	$5,175.00	$5,175.00
1	Arc Flash, Short Circuit and Coordination Study and Ground Fault Testing **Warranty: 1 Year Warranty**	$5,980.00	$5,980.00
		Tax:	TBD
		Shipping:	TBD
		Total:	$274,186.00

PAYMENT TERMS:
- 25% of total amount due upon approval of submittal drawings
- 50% of total amount due upon purchase of material
- 25% Remaining balance due upon shipment

DISCLAIMER: During this demanding time where vendors are experiencing supply and demand issues, resulting in long lead-times with inventory being released on a first come, first serve basis, “Resa Power LLC” can NOT guarantee or be held liable for shipment delays.

If you have any questions about this quotation, please feel free to contact me at any time. Thank you for the opportunity to

QUOTATION

16833 Edwards Road, Cerritos, CA 90703
Tel: 800-576-7372 http://www.resapower.com

Date	4/22/2026
Quote #	84247 Rev 2
43rd STREET SUBSTATION UTILITY METER SECTION	

earn your business!

Bobby Moreno
Technical Quotations
Email: bobby.moreno@resapower.com

Agenda Item No. 26

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Revisions to Board Policy No. 26 (Disadvantaged Business Enterprise Program)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve revisions to Board Policy No. 26 (Disadvantaged Business Enterprise Program) (Attachment A).

Budget Impact

None with this action.

DISCUSSION:

As a recipient of Federal Transit Administration (FTA) funds, MTS must comply with the Department of Transportation's (DOT's) Disadvantaged Business Enterprise (DBE) Regulations at 49 CFR Part 26.

On October 3, 2025, the DOT issued an Interim Final Rule which removed race and sex based presumptions from the DOT DBE Regulations. Under the revised rule, to be certified as a DBE, the majority owner must now demonstrate that they are "socially and economically disadvantaged", and can no longer be presumed disadvantaged based on their race or sex. DBE certifying agencies were required to complete a recertification of all DBEs under this new eligibility standard. Certain DBE reporting and monitoring requirements were also temporarily suspended.

The California Unified Certification Program (CUCP) has recently completed its recertification of all DBE firms under this new eligibility standard. In accordance with the Interim Final Rule and related guidance, once the CUCP has completed its recertification, transit agencies must update their DBE Programs to reflect the changes made in the DOT DBE Regulations.

MTS's DBE Program outlines how MTS intends to implement the DOT's DBE Regulations. MTS's DBE Program is established within Board Policy No. 26 and includes: MTS's objectives towards utilization of DBEs, small businesses and other certified firms; the staff person responsible for the DBE Program implementation; how MTS aims to increase DBE and other

small businesses participation on its DOT assisted contracts; and how MTS ensures its prime contractors and subcontractors are complying with MTS's DBE Program.

Since MTS utilizes a 100% DBE-neutral program (i.e. no contract specific goals are used, only DBE-neutral outreach measures are used to encourage and increase participation from DBEs, small businesses and other certified firms), only minor revisions are needed to MTS's DBE Program.

Staff recommends the following revisions to MTS Board Policy No 26 be made:

- Replace the terms "race-conscious" and "race-neutral", with "DBE-conscious" and "DBE-neutral"; and

- Remove the requirement that bidders and proposers provide the race and gender of their firm's majority owner on MTS's DOT-assisted procurements.

Therefore, it is staff's recommendation that the MTS Board of Directors approve revisions to Board Policy No. 26 (Disadvantaged Business Enterprise Program) (Attachment A).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Proposed Revisions to MTS Board Policy No. 26 (shown in red-line track changes)

Metropolitan Transit System

Policies and Procedures No. 26

Board Approval: ~~3/13/2025~~9/17/2026

SUBJECT:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PURPOSE:

To provide a program to ensure nondiscrimination in the award and administration of federally-assisted contracts and create a level playing field on which disadvantaged business enterprises (DBEs) can compete fairly for those contracts.

POLICY:

26.1 POLICY STATEMENT AND PROGRAM OBJECTIVES

Policy Statement/Objectives (49 CFR § 26.3, § 26.7, § 26.21, § 26.23)

San Diego Metropolitan Transit System (MTS) has established and adopted a DBE program in accordance with regulations of the U.S. Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs (49 CFR Part 26)." MTS has received Federal financial assistance from the DOT and as a condition of receiving this assistance, MTS has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MTS to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in MTS's DOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of all MTS contracts and subcontracts;

2. Create a level playing field by which DBEs can compete for and perform in MTS's DOT-assisted contracts;

3. Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*;

4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

5. Help remove procurement and contracting barriers, which impede DBE participation in MTS DOT-assisted contracts;

6. Monitor and enforce contractors' compliance in meeting established goal objectives and program requirements;

7. Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market-place outside the DBE Program; and

8. Ensure MTS contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

As evidence of MTS's commitment to pursue these policy objectives, the Chief Executive Officer has designated Deputy General Counsel as the DBE Liaison Officer (DBELO). In this capacity, the DBELO is responsible for implementing all aspects of the DBE program. The DBELO has direct access to the Chief Executive Officer for DBE-related matters. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MTS in its financial assistance agreements with DOT.

MTS will disseminate this policy statement (See Exhibit A) to all of the departments of our organization through its intranet. Additionally, MTS will distribute this policy statement to DBE and non-DBE business communities that perform or are interested in performing work on MTS projects through its website. Through such efforts, MTS will ensure DOT-assisted contracting and procurement related processes promote equity in access, consideration and opportunity for DBEs and other small businesses in response to requirements set forth under 49 CFR Part 26, DOT Directives and Final Rules.

26.2 APPLICABILITY (49 CFR § 26.3, § 26.21)

MTS is a direct recipient of federal funds from the DOT and considered a Federal Transit Administration (FTA) Tier I recipient, as defined at 49 CFR §26.5. As a condition of Federal financial assistance, MTS is required to submit for approval to the DOT Operating Administration from which it receives the majority of its funding, a DBE Program developed in accordance with federal regulations published under 49 CFR Part 26 and subsequent guidance. This DBE Program sets forth the policies and procedures to be implemented by MTS to ensure that DBEs have an equitable opportunity to participate in DOT-assisted contracting opportunities.

In direct response to these regulatory requirements, MTS hereby establishes a DBE Program, which will:

1. Comply with federal regulations and financial assistance agreements;
2. Meet legal standards for narrow-tailoring requirements;
3. Ensure nondiscrimination in the award of DOT-assisted contracts; and

4. Reaffirm MTS's commitment to fairness and the principles of equal opportunity.

In conformance with 49 CFR Part 26, MTS will continue to carry out its DBE Program until all DOT funds have been expended.

MTS additionally complies with the California Department of Transportation's (Caltrans') DBE Program on projects on which it is a sub-recipient of federal funds through Caltrans.

MTS will advise all applicable DOT Operating Administrations of any significant updates and/or changes to this DBE Program.

26.3 DEFINITION OF TERMS (49 CFR § 26.5)

~~Race~~DBE-Conscious Measure or Program: A program or portion thereof that focuses specifically on assisting only DBEs~~, including minority and women-owned DBEs,~~ by the development and inclusion of participation goals or Good-Faith Effort activities.

~~Race~~DBE-Neutral Measure or Program: A program or portion thereof that assists all small businesses, including DBEs, regardless of ownership status, in successfully participating in MTS's procurement program. ~~For the purposes of the DBE Program, "race-neutral' includes gender-neutrality.~~

Any other term used in this DBE Program shall have the meaning set forth in 49 CFR Part 26.

26.4 RESPONSIBILITIES FOR DBE PROGRAM IMPLEMENTATION

A. DBE Liaison Officer (49 CFR § 26.25)

MTS has designated the following individual as the DBELO:

Deputy General Counsel
San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Telephone: (619) 557-4539; Fax: (619) 814-1559
E-mail: DBEProgram@sdmts.com

In this capacity, the DBELO is responsible for implementing all aspects ofthe DBE Program and ensuring that MTS complies with all provisions of 49 CFR Part 26 and subsequent DOT-issued directives and final rules. The DBELO has direct, independent access to the MTS Chief Executive Officer concerning DBE Program matters. The DBELO has sufficient support personnel who devote a portion of their time to implement the Program. The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials.

The DBELO's and/or designee's duties include, but are not limited to, the following activities:

1. Gathers and reports statistical data and other information as required by the DBE Program, including preparation of semiannual DBE reports and related analysis for submission to the applicable DOT Operating Administration.

2. Reviews applicable contracts, purchase requisitions, advertisements, boilerplate language specifications and other related documentation specific to implementing applicable DBE requirements.

3. Consults with all affected departments in developing overall DBE goals.

4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.

5. Reviews DOT-assisted contracts and procurements for purposes of applying applicable ~~race~~DBE-neutral measures.

6. Analyzes MTS's progress towards meeting overall DBE goals by monitoring individual contract DBE attainments.

7. Ensures that pre-bid meetings inform potential bidders and/or offerors regarding MTS's DBE Program.

8. Advises the Chief Executive Officer and/or the MTS Board on DBE matters and achievements.

9. Assesses DBE participation eligibility towards MTS's overall DBE goal.

Additionally, the DBELO and/or designee is charged with implementing the ~~race~~DBE-neutral measures listed in this DBE Program document.

B. Reconsideration Official (49 CFR § 26.53)

Should MTS implement a ~~race~~DBE-conscious component to this DBE Program, the DBE Program will be amended to provide the procedures for the administrative reconsideration process and to specify MTS's Reconsideration Official.

26.5 ADMINISTRATIVE REQUIREMENTS

A. Non-Discrimination Requirements (49 CFR § 26.7)

MTS will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, MTS will not, directly or through contractual or other arrangements, use criteria or methods of

administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

B. Federal Financial Assistance Agreement Assurance (49 CFR § 26.13 {a})

MTS will sign the following assurance as a condition of financial assistance agreements with the DOT, and which is hereby made applicable to all of MTS's DOT-assisted contracts:

"MTS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. MTS shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. MTS's DBE Program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to MTS of its failure to carry out its approved program, the Department may impose sanctions as provided under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

C. DBE Financial Institutions (49 CFR § 26.27)

It is the policy of MTS to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to utilize these institutions, as available, and to encourage prime contractors on MTS's DOT-assisted contracts to make use of these institutions.

When MTS competitively procures financial services, MTS will notify any identified financial institutions owned by socially and economically disadvantaged individuals in MTS's geographic market area of the upcoming procurement. Through MTS's website and MTS's contract solicitations, MTS will also encourage contractors to use the services of financial institutions owned by socially and economically disadvantaged individuals identified from the listings. One example resource that may be used includes the yhe Federal Reserve Board, which compiles data on financial institutions that participate in the Department of the Treasury's Minority Depository Institution Program. The Internet address of this listing is http://www.federalreserve.gov/releases/mob/.

D. DBE Directory (49 CFR § 26.31)

MTS refers interested parties to the California Unified Certification Program (CUCP) Database of Certified DBE Firms (DBE Directory) to assist in identifying certified DBEs. The DBE Directory is published at https://dot.ca.gov/programs/civil-rights/dbe.

E. Overconcentration (49 CFR § 26.33)

MTS has not identified any types of work that have a burdensome overconcentration of DBE participation. However, should MTS determine that overconcentration exists in a work classification, MTS will obtain the approval of the concerned DOT Operating Administration of its determination and the measures devised to address it. Once these measures are approved, they will become part of MTS's DBE Program.

F. Business Development Programs (49 CFR § 26.35)

MTS has not established a business development program. The DBELO will continually evaluate the need and assess whether MTS should establish a Business Development Program and/or a Mentor Protege Program. If MTS establishes either program, the program will be guided by the applicable Appendix of 49 CFR Part 26 and approved by the cognizant DOT Operating Administration before being implemented.

G. Fostering Small Business Participation (49 CFR § 26.39)

MTS will structure contracting requirements to facilitate competition by small business concerns by advising the contracting community of the benefits of becoming SB certified, the eligibility requirements to become certified as a SB, and the online directory of certified SBs, found at the U.S. Small Business Administration (SBA) website (www.sba.gov).

MTS may also implement a Small Business Set Aside (i.e. competition among only small businesses) on certain contracts. The MTS Procurement Manager or designee shall consider whether there is a reasonable expectation of obtaining offers from three (3) or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery before applying a Small Business Set Aside to a procurement. MTS will define a small business as a business that meets the definition of small business concern set out in 49 CFR § 26.5. A certified DBE will be presumed eligible to participate in a small business set aside, as all certified DBEs must meet the definition of a small business concern. To avoid program fraud, MTS will verify eligibility of a firm to participate in a small business set aside.

MTS may also utilize the ~~race~~DBE-neutral outreach measures identified at Secion 26.6 (D) of this Policy to foster participation from small business concerns.

H. Expanded Outreach to Additional Certified Firms (2 CFR § 200.321)

As appropriate and/or as required by the terms of a grant or funding award, MTS will further expand outreach measures to other certified firms, which includes, but is not limited to, minority owned businesses (MBE), women owned businesses (WBE), disabled veteran owned businesses (DVBE), veteran owned businesses (WBE), persons with disabilities owned businesses (PDBE), lesbian gay bisexual and transgender owned businesses (LGBTBE), small businesses (SB),

HUBZone small businesses; and/or labor surplus area businesses. This may include, but is not limited to, one or more of the following:

1) Including these business types on solicitation lists;
2) Soliciting these business types whenever they are deemed eligible as potential sources;
3) Dividing procurement transaction into separate procurement to permit maximum participation by these business types;
4) Establishing delivery schedules that encourage participation by these business types;
5) Utilizing organizations such as SBA and Minority Business Development Agency of the Department of Commerce; and/or
6) Requiring a contractor under an applicable grant or funding award to apply 2 CFR 200.321.

In addition, the following certification resources and databases may be used and shared with interested firms:

1) U.S. SBA website: https://www.sba.gov/;

2) California Department of General Services (DGS) website: https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx.; and

3) California Public Utilities Commission (CPUC) website: https://www.cpuc.ca.gov/about-cpuc/divisions/news-and-public-information-office/business-and-community-outreach/supplier-diversity-program.

26.6 DETERMINING, MEETING, AND COUNTING DBE PARTICIPATION TOWARDS THE OVERALL DBE GOAL (49 CFR § 26.45; § 26.51; § 26.55)

MTS is currently operating a strictly ~~race~~DBE-neutral DBE Program in accordance with DOT guidance following the *Western States Paving* decision of the 9th Circuit Court of Appeals. Should MTS incorporate a ~~race~~DBE-conscious DBE Program in the future, the breakout of estimated ~~race~~DBE-neutral and ~~race~~DBE-conscious participation in MTS's DBE goal will be updated.

As MTS is currently operating a strictly ~~race~~DBE-neutral DBE Program, contract goals are not applicable to MTS procurements. Should MTS, at a future date, incorporate a ~~race~~ -DBEconscious component to its DBE Program, it will then use contract goals to meet any portion of the overall goal MTS does not project being able to meet using ~~race~~DBE-neutral means. As required by *Western States Paving*, if MTS incorporates a ~~race~~DBE-conscious DBE Progam, MTS will gather evidence to determine if discrimination in the transportation contracting industry is present. MTS will make a determination at that time what type of evidence gathering is appropriate, based on DBE regulations and case law.

A. Methodology for Setting Overall DBE Goals (49 CFR § 26.45; 26.49)

In accordance with § 26.45(e)(3), and with FTA approval, MTS will establish an overall program goal on a triennial basis. The overall

program goal will represent the amount of DOT-assisted funds MTS anticipates expending on DBE firms over three years, and will be presented as a percentage of the total DOTassistance received.

The overall program goal will be developed in accordance with the 2-step process specified in § 26.45 (c) & (d). The first step is to determine the goal "base figure" based on the relative availability of DBEs in ,MTS's market area. The second step is to adjust the goal "base figure" from Step 1 so that it reflects as accurately as possible the DBE participation MTS would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to DBE participation. Annual projections on DBE participation during each fiscal year will be developed as specified by § 26.45 (e)(3)(iii).

Additionally, MTS will provide for public participation in establishing an overall program goal. MTS will publish a notice of the proposed overall program goal on MTS's website and a newspaper of general circulation, informing the public that the proposed goal and its rationale are available for inspection and comment.

Additionally, MTS will consult with minority, women's and general contractor groups, community organizations, and other officials or organizations to solicit information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and MTS's efforts to establish a level playing field for the participation of DBEs.

MTS will submit the overall program goal to DOT in accordance with § 26.45 (f)(2). The overall goal submission to DOT will include a summary of information and comments received during this public comment/participation process and any MTS responses.

MTS will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

B. Shortfall Analysis and Corrective Action Plan (49 CFR § 26.47)

If at the end of each year, awards/commitments are less than the applicable overall goal, MTS will analyze the reasons for the shortfall and establish specific steps that may enable MTS to meet its overall goal in the next year. MTS will submit its Shortfall Analysis and Corrective Action Plan to the FTA by December 29 for any applicable year.

C. Transit Vehicle Manufacturers (TVM) Certifications (49 CFR § 26.49)

In accordance with § 26.49, MTS will not include TVM vehicle procurements in its overall goal calculation or semiannual reports. MTS will require each TVM, as a condition of being authorized to bid or propose on DOT-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Only TVMs listed on FTA's list of eligible TVMs or that have a submitted goal methodology that

has been approved by the FTA or has not been disapproved at the time of solicitation, are eligible to bid on MTS's transit vehicle procurements. Alternatively, MTS may, at its discretion and with DOT approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program. Within 30 calendar days of making a contract award to a TVM, MTS will submit notice to the FTA regarding the name of the TVM successful bidder and the total dollar value (including the federal share if so requested) of the contract. MTS will also submit additional notifications if options are exercised in subsequent years.

D. ~~Race~~DBE-Neutral Measures (49 CFR § 26.51)

MTS will implement the following ~~race~~DBE-neutral measures which are aimed at increasing DBE and other small business concern participation.

1. MTS will hold and/or participate in conferences, which include a networking component to promote teaming opportunities between prospective prime contractors and the DBE and Small Business contracting community. MTS will also actively promote the Small Business conferences, programs, and support services offered by other agencies that have established DBE and Small Business Programs.

2. MTS will provide assistance in overcoming limitations such as inability to obtain bonding or financing or sharing resources regarding technical assistance. Specifically, MTS will, through its website, refer the DBE and Small Business contracting community to the U.S. SBA , Minority Business Development Agency of the Department of Commerce, Procurement Technical Assistance Centers, and San Diego Small Business Development Center.

3. MTS will solicit DBEs and other small business participation by carrying out information on specific contract opportunities. Specifically, MTS will: ensure the inclusion of DBEs and other small businesses on MTS's mailing lists of bidders and/or MTS's e-procurement web based vendor list; make available to prime contractors information on how to view a listing of potential DBE and other small business subcontractors; and provide contracting information in languages other than English, where appropriate and upon request.

4. MTS will advise its contracting community of the benefits of becoming DBE certified, the eligibility requirements to become certified as a DBE, and the online directory of certified DBEs, found at the CUCP website: https://dot.ca.gov/programs/civil-rights/dbe.

E. Use of Set-Asides or Quotas (49 CFR § 26.43)

Except as otherwise provided for in Section 26.5(G) (i.e. small business set aside), MTS shall not permit the use of quotas for DBEs on DOT-assisted contracts in accordance with 49 CFR Part 26. Further, MTS

shall not set aside contracts for DBEs on DOT-assisted contracts subject to the regulatory provisions, except in limited and extreme circumstances where no other method could be reasonably expected to redress egregious instances of discrimination.

F. Counting DBE Participation (49 CFR § 26.55)

MTS will count DBE participation toward overall goals as provided in 49 CFR Part 26.55.

MTS will count the value of the work actually performed by the DBE. MTS will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE subcontractor.

MTS will count the dollar value of work performed by DBE if currently certified at the time of execution of the contract. MTS will not count the dollar value of work performed under a contract if the DBE is no longer certified.

G. Commercially Useful Function (49 CFR §26.55)

MTS will count expenditures to a DBE firm if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved, and as futher described at §26.55.

1. Construction / Maintenance Services

MTS will count the entire amount of that portion of a construction / maintenance contract that is performed by the DBE's own forces, including the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except if supplies and equipment is purchased or leases from the prime contractor or its affiliate to a DBE subcontractor in which labor costs will only be counted).

2. Bona Fide Services

MTS will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided MTS determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services. If services are of a broker, packger or manufacturer representative nature, only the fees or commissions will be counted.

3. Subcontracted Work

When a DBE firm subcontracts part of the work of its contract to another firm, the value of the subcontracted work will be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not be counted.

4. Joint Venture

When a DBE performs as a participant in a joint venture, MTS will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.

5. Trucking

When a DBE owns and operates trucking services, MTS will count the entire amount awarded to the DBE firm if it is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. When a DBE firm leases trucks from another DBE firm, including an owner-operator who is certified as a DBE, MTS will count the total value of the transportation services the lessee DBE provides on the contract.

6. Materials and Supplies

MTS will determine the amount of credit awarded to a DBE firm for the provisions of materials and supplies (e.g., whether a firm is acting as a manufacturer, regular dealer, distributor, or a transaction facilitator) on a contract by contract basis. MTS’s system to determine compliance with 49 CFR Section 26.55 will include review of Bidder List responses and/or direct contact by email or phone to determine whether each DBE supplier has the demonstrated capacity to perform a commercially useful function prior to its participation.

If the materials or supplies are obtained from a DBE manufacturer, MTS will count 100 percent of the cost of the materials or supplies.

If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies (including transportation costs.

If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, MTS will count 40 percent of the cost of materials or supplies (including transportation costs).

With respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor, MTS will count the entire amount of fees or commissions charged that is deemed to be reasonable, including transportation charges for the delivery of materials or supplies. MTS will not count any portion of the cost of the materials and supplies themselves.

26.7 REQUIRED CONTRACT PROVISIONS AND ENFORCEMENT

A. Contractor's Assurance Clause Regarding Non-Discrimination (49 CFR § 26.13)

MTS will include a clause in its DOT-assisted contracts that complies with 49 CFR 26.13 and will state, in substantially the same language: *"The contractor or subcontractor shall not discriminate on the basis* of *race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements* of *Title 49, CFR, Part 26 in the award and administration of MTS's U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTS deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. Contractor shall be required to include this clause in its subcontracts.*"

B. Prompt Payment Provisions (49 CFR § 26.29)

The DBE Program found at 49 CFR Part 26 requires that any delay or postponement of payment over 30 calendar days from the prime contractor to any subcontractor, or from subcontractor to any lower-tier subcontractor, for work performed pursuant to their agreements may take place only for good cause and with MTS's prior written approval.

1. Prompt Progress Payments to Subcontractors

In accordance with 49 CFR 26.29, MTS will include a contract clause that will require the prime contractor to pay each subcontractor participating on the contract for satisfactory completion of accepted work no later than 30 calendar days on DOT assisted contracts, or 7 calendar days if a public works contract as required by state law, from the receipt of each payment the prime contractor receives from MTS. Any subcontractor will also be required to pay any lower-tier subcontractors no later than 30 calendar days, or 7 calendar days if a public works contract as required by state law, from the receipt of each payment from the prime contractor. Any delay or postponement of payment over 30 calendar days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors. MTS will also require that the Prime Contractor include this clause in its subcontracts and lower-tier subcontracts related to the performance of a DOT assisted contract.

2. Payment of Retention Withheld from Subcontractor

When MTS declines to hold retainage from prime contractors, in accordance with 49 CFR 26.29, MTS will include a contract clause requiring prime contractors to make prompt and full payment of

any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Subcontractors will also be required to make prompt and full payment of any retainage kept by subcontractor to any lower-tier subcontractors within 30 days after the lower-tier subcontractor's work is satisfactorly completed.

When MTS elects to hold retainage from the prime contractor, MTS will provide prompt and regular incremental acceptances of portions of the work on each contract and pay retainage to the prime contractor based on these acceptances. Further, in accordance with 49 CFR 26.29, MTS will include a contract clause that will require the prime contractor to make prompt and full payment of any retainage owed to subcontractors, for satisfactory completion of the subcontractors work, within 30 calendar days on DOT assisted contracts, or seven (7) calendar days if a public works contract as required by state law, after MTS's payment to prime contractor. Subcontractors will also be required to make prompt and full payment of any retainage owed to any lower-tier subcontractors, for satisfactory completion of the lower-tier subcontractors work, no later than 30 calendar days, or 7 calendar days if a public works contract as required by state law, from the receipt of payment from the prime contractor. Any delay or postponement of payment over 30 calendar days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors. MTS will also require that the prime contractor include this clause in its subcontracts and lower-tier subcontracts related to the performance of a DOT assisted contract.

26.8 DBE CERTIFICATION STANDARDS (49 CFR § 26.61-3 26.73; § 26.81; § 26.83a)

As a non-certifying member of the CUCP, MTS will accept DBE certifications from certifying member agencies of the CUCP.

For more information about the certification process or to apply for certification, firms should visit the CUCP website at: https://dot.ca.gov/programs/civil-rights/dbe.

26.9 RECORD KEEPING AND MONITORING (49 CFR § 26.11, §29.29, § 26.37)

A. <u>Bidders List (49 CFR § 26.11)</u>

MTS will obtain bidder list information consisting of all firms bidding on prime contracts and subcontracts on MTS's DOT-assisted projects/contracts. MTS will enter this data in the DOT's designated system as prescribed at 49 CFR § 26.11. The following information will be included in the bidders list:

1. Firm Name;
2. Full Address (including zip code);
3. Year business was established / years in business;

4. Status as a DBE or non-DBE
   a. As appropriate and as required by 40 CFR 33.501, MTS may also request status of other certifications, such as MBE and WBE);
5. North American Industry Classification System (NAICS) code for the type of Work bidding on;~~-~~ and
~~6. Race and gender of firm's majority owner; and~~
~~7.~~6. Annual Range of Gross Receipts.

B. Reporting to DOT (49 CFR § 26.11)

MTS will submit to the applicable DOT Operating Administration the "Uniform Report of DBE Awards or Commitments and Payments" semiannually on June 1 and December 1 of each year, as required. The June 1 report will include DBE activity from October 1 through March 31. The December 1 report will include DBE activity from April 1 through September 30. This report presents a summary of DOT-assisted prime contracts and subcontracts that are: awarded or committed to; open; and completed during the applicable reporting period.

Upon request, MTS will compile and submit ad-hoc DBE contract award and progress reports for DOT-assisted projects. Furthermore, MTS will continue to provide reports relative to MTS's DBE Program, as directed. These reports will provide DBE participation information on MTS's ~~race-neutral and gender-neutral contracts on all~~ DOT assisted procurement activities.

C. Information, Confidentiality, Cooperation (49 CFR § 26.109)

MTS will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a), California Public Records Act (Government Code § 6250 et seq) state, and local law. Notwithstanding the preceding provision, MTS will not release any information that may reasonably be construed as confidential business information to any third party (other than DOT) without the written consent of the firm that submitted the information.

D. Monitoring and Enforcement Mechanisms (49 CFR § 26.29, 26.37)

MTS will implement appropriate mechanisms to ensure compliance with 49 CFR Part 26 requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law).

1. Monitoring Work Committed to DBE

MTS's DBE Program will include a monitoring and enforcement mechanism to ensure that work committed to DBE prime or DBE subcontractors are actually performed by DBEs. This will include a written verification by MTS that contract records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function

on the contract and that the work is actually performed by the DBE.

2. Running Tally

MTS will use a running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether current ~~race~~DBE-neutral measures are projected to be sufficient to meet MTS's overall goal, on an annual basis. MTS utilizes a report within its enterprise resource program that tallies all cumulative DBE awards/commitments to DOT assisted prime contracts to show DBE participation utiliziation. MTS will run this report monthly and will identify whether adjustments to its ~~race~~DBE-neutral measures may be necessary.

3. Termination or Substitution of DBE subcontractors

Should MTS implement a ~~race~~DBE-conscious component to this DBE Program, MTS will require the prime contractor to notify and receive consent from MTS whenever a DBE subcontractor is terminated or substituted.

4. Monitoring Prompt Payments and Return of Retainage to DBE and Non-DBE subcontractors

MTS proactively oversees prompt payments and return of retainage to subcontractors and lower-tier subcontractors over the course of any DOT- assisted contract. Such monitoring activities will be accomplished through the following methods: a contract clause in each federally assisted contract that the prime contractor must provide subcontractor payment information to MTS at time of invoicing, at project closeout, and as otherwise requested, as well as a contract clause that requires prime contractors and subcontractors to maintain records of payments to non-DBE and DBE subcontractors and lower-tier subcontractors, for a minimum of three (3) years. In addition, MTS reviews contract payments to subcontractors and lower-tier subcontractors when in receipt of invoices and at contract close out by requesting prime provide subcontractor payment information. Lastly, MTS may use a prompt payment certification form that requires prime contractor and/or subcontractor to certify prompt payments were made to subcontractor or lower-tier subcontactor, as required by the contract.

5. Prompt Payment Dispute Resolution

The obligations of prompt payment and release of retainage does not arise if there is a legitimate dispute over a subcontractor's or lower-tier subcontractor's performance. Subcontractor should first attempt to work with the prime contractor regarding whether

subcontractor's work has been satisfactorily performed. If a dispute remains as to whether work has been satisfactorily completed for purposes of prompt payment requirements, notice should be given to the DBELO to take further action. Steps to resolve dispute may include, but are not limited to, conducting a meeting between prime contractor, subcontractor, and MTS project manager to review whether subcontractor work was completed in accordance with contract, plans and specifcations.

6. Prompt Payment Complaints

Complaints by subcontractors or lower-tier subcontractors regarding prompt payment should first be directed to the prime contractor and their payment bond surety, if applicable. If affected subcontractor needs assistance in communicating with the prime contractor regarding payment or is unable to resolve payment discrepancies with prime, subcontractor should contact DBELO in writing to initiate the complaint. The complaint should identify specifics regarding the subcontract payment language, items of work in question, and the subcontractor's attempts to obtain payment from the prime contractor and payment bond surety, if applicable.

Upon receipt of a subcontractor's written complaint that contains the above described information, DBELO will contact prime contractor directly, advising them of MTS's receipt of a prompt payment complaint, of prime contractor's responsibility to work with the subcontractor to resolve the dispute and potential enforcement action, as further described in Section 26.9 (D)(5) of this Board Policy. If after notice to the prime there is still no timely and meaningful action by the prime to resolve prompt payment disputes, affected subcontractor may refer the complaint to the responsible FTA contact.

7. Enforcement Action for Noncompliance of Prompt Payment and Return of Retainage

MTS will include a contract clause in its DOT- assisted contracts that any violation of prompt payment requirements, as defined in Section 26.27 (B) of this Board Policy, shall subject the violating prime contractor or subcontractor to: prime contractor not being reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have satisfactorily completed, contract termination and/or other remedy as deemed appropriate by MTS. If a public works project, then also the sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code and Sections 7201 and 7107 of California Public Contract Code may apply.

8. Enforcement Action for False, Fraudulent or Dishonest Conduct

MTS will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps provided in § 26.107 (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules).

9. Procurement Protests Alleging Noncompliance with DBE Regulations

MTS Board Policy No. 52 "Procurement of Goods and Services", Section 52.7, describes MTS's procurement protest procedures. If there is a procurement protest alleging noncompliance with DBE regulations on a DOT assisted project, the MTS Procurement Manager will notify the DBELO of the allegation. The DBELO or its designee will investigate and provide findings to the MTS Procurement Manager. The MTS Procurement Manager will respond to the procurement protest accordingly.

Additional DBE Documents (Available from DBELO upon request)

A. DBE Program Regulations
B. DBE Program Organizational Chart
C. Listing of DBE Financial Institutions located within MTS's geographic market area
D. MTS Goal Setting Methodology
E. Uniform Report of DBE Awards or Commitments and Payments
F. DBE Program Related Third-Party Contractor Clauses and Forms

Original Policy approved on 12/6/1984.
Policy revised on 4/28/1988.
Policy revised on 4/25/1991.
Policy revised on 1/26/1995.
Policy revised on 10/16/1997.
Policy revised on 8/12/1999.
Policy revised on 8/10/2000.
Policy revised on 9/27/2001.
Policy revised on 7/25/2002.
Policy revised on 3/11/2004.
Policy revised on 7/22/2004.
Policy revised on 2/16/2012.
Policy revised on 7/16/2015.
Policy revised on 7/26/2018.
Policy revised on 7/25/2019
Policy revised on 10/14/2021
Policy revised on 6/20/2024
Policy revised on 3/13/2025
Policy revised on 9/17/2026

Attachments: Exhibit A – DBE Policy Statement

Exhibit A – MTS Board Policy No. 26

DBE POLICY STATEMENT

San Diego Metropolitan Transit System (MTS) has established and adopted a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs (49 CFR Part 26)." MTS has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, MTS has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MTS to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in MTS's DOT-assisted contracts.

It is also MTS policy to:

1. Ensure nondiscrimination in the award and administration of all MTS contracts and subcontracts;

2. Create a level playing field by which DBEs can compete for and perform in MTS's DOT-assisted contracts;

3. Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*;

4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

5. Help remove procurement and contracting barriers, which impede DBE participation in MTS DOT-assisted contracts;

6. Monitor and enforce contractors' compliance in meeting established goal objectives and program requirements;

7. Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program; and

8. Ensure MTS contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

MTS has designated Deputy General Counsel as the DBE Liaison Officer (DBELO). In this capacity, the DBELO is responsible for implementing all aspects of the DBE program.

This signed and dated policy statement expresses MTS's commitment to pursuing the objectives of the DBE Program.

_____ _____

Sharon Cooney
Chief Executive Officer

Date

Agenda Item No. 27

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Mills Building Fire Sprinkler Repairs – Job Order Contract (JOC) Change Order

RECOMMENDATION:

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

1) Ratify Work Order MTSJOC441-05 under MTS Doc. No. PWG441.0-25 (Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of $96,834.67 for repair of the damaged fire sprinkler line at the Mills Building; and

2) Authorize the Chief Executive Officer (CEO) to execute Change Order MTSJOC44-05.01 under MTS Doc. No. PWG441.0-25 (in substantially the same format as Attachment B), with ABCGC, in the amount of $67,590.83, for the additional repairs to the ceiling and existing bird netting system.

Budget Impact

The total contract cost of this work order and change order is estimated to be $164,425.50, inclusive of the total costs for the original Work Order and Change Order No. 1. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of $1,704.29 (original Work Order) and $1,189.60 (Change Order No. 1) for a total license fee of $2,893.89. All costs associated with this project will be reimbursed to MTS by the San Diego Regional Building Authority (a joint powers authority between MTS and the County of San Diego that manages the Mills Building). Ryan Companies US Inc. (Ryan Companies) is the contracted property manager for the Mills Building. MTS's cost share under the applicable Mills Building lease agreements is 35.91%.

DISCUSSION:

Mills Building Fire Sprinkler Leak

The Mills Building property (1255 Imperial Avenue, San Diego, 92101) is occupied by MTS and the County of San Diego and managed by Ryan Companies. Pursuant to agreements between MTS, the County of San Diego, and the San Diego Regional Building Authority, most procurements related to the operation and maintenance of the Mills Building are processed

according to MTS's procurement rules with assistance from MTS staff from the Procurement, Legal, and Capital Projects departments.

The Mills Building is home to MTS's 12th & Imperial Transit Center (12th & Imperial) in downtown San Diego. 12th & Imperial is one of MTS"s busiest transit hubs and is a transfer point for MTS's major trolley lines (UC San Diego Blue Line, Green Line, Orange Line). Any construction work in or around 12th & Imperial must proceed in a manner that allows MTS to maintain normal transit operations. The Mills Building is constructed such that a portion of the building is constructed above the trolley station tracks.

In January 2026, a leak in the Mills Building branch fire sprinkler line was discoverd in the ceiling above the trolley tracks. Ryan Companies attempted to repair the fire sprinkler line during nightly 3 ½ hour work windows when trolleys are not operating. However, the short work window was not productive. It was determined that a scaffolding system was needed to expedite the repairs. MTS agreed to manage the project on behalf of Ryan Companies, with the Mills Building reimbursing MTS for all project related costs.

JOC Procurement Method

The fire sprinkler repair work is being completed using a JOC.

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

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

On September 24, 2025, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC building and facilities construction services that primarily consist of repair, remodeling, or other repetitive work, and general building and facility contracting services. These services include, but are not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

Five (5) bids were received, and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 18, 2025 (Agenda Item No. 7), the MTS Board authorized the CEO to execute MTS Doc. No. PWG441.0-25 with ABCGC for General Building Construction Services.

JOC Work Order for Mills Building Fire Sprinkler Repair Work

On May 13, 2026, as authorized by Board Policy 41 (Signature Authority), the CEO approved Work Order MTSJOC441-05 under to MTS Doc. No. PWG441.0-25 with ABCGC for the construction of a scaffolding system across all three tracks at 12th & Imperial. Once the scaffolding system was built, the ABCGC and its subcontractor were able to access the fire

sprinkler line by blocking out holes in the ceiling, investigating the fire sprinkler line, and performing the necessary repairs. At the time the work commenced, the extent of the required repairs were unknown. Furthermore, it was unknown how many holes in the ceiling would be necessary. A bird netting system installed below the ceiling also had to be cut to gain access to the ceiling. The scope of the repair and restoration work to the building and bird netting system was larger than contemplated in the original ABCGC work order.

Today's proposed action would authorize Change Order MTSJOC441.05.01 to have ABCGC complete the work necessary to repair the ceiling and bird netting that had to be removed to access the leaking fire sprinkler line. Pricing for the repair Work Order was determined to be fair and reasonable.

ABCGC will not utilize subcontractors for Change Order No. 1.

The Work Order and Change Order are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
MTSJOC441-05	Original Work Order for repair of the damaged fire sprinkler line at the Mills Building	$96,834.67	Approved by the CEO 5/13/26 (Att. A)
MTSJOC441-05.01	Change Order No. 1 to cover the additional costs for repairing the ceiling and bird netting	$67,590.83	Today's proposed action (Att. B)
	Total	**$164,425.50**	

This Work Order is not subject to the Project Labor Agreement (PLA) approved under Board Policy No. 66 because it is a Work Order under $1,000,000.00.

Therefore, staff recommends that the MTS Board of Directors:

1) Ratify Work Order MTSJOC441-05 under JOC to MTS Doc. No. PWG441.0-25 (Attachment A), with ABCGC, in the amount of $96,834.67 for repair of the damaged fire sprinkler line at the Mills Building; and

2) Authorize the CEO to execute Change Order MTSJOC44-05.01 under JOC under MTS Doc. No. PWG441.0-25 (in substantially the same format as Attachment B), with ABCGC, in the amount of $67,590.83, for the additional repairs to the ceiling and existing bird netting system.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Order MTSJOC441-05
B. Draft Change Order MTSJOC441-05.01

Metropolitan Transit System

JOB ORDER CONTRACT
WORK ORDER

PWG441.0-25
CONTRACT NUMBER

MTSJOC441-05
WORK ORDER NUMBER

THIS AGREEMENT is entered into this 14th day of May 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: ABC General Construction, Inc.

Address: 1941 Friendship Drive, Ste F
El Cajon, CA 92020

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 619-937-1010

Authorized person to sign contracts: Travis Brozowski (Name) CEO (Title)

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG441.0-25), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED $96,834.67

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ABC GENERAL CONTRACTOR, INC.
By: Sharon Cooney — Digitally signed by Sharon Cooney Date: 2026.05.13 12:43:43 -07'00'	Firm: ABC General Contractor, Inc.
Sharon Cooney, Chief Executive Officer	By: T. AB
Approved as to form:	Signature
By: Samantha Leslie — Digitally signed by Samantha Leslie Date: 2026.05.13 12:33:59 -07'00'	Title: President / CEO
for Karen Landers, General Counsel	

EXHIBIT A
(Scope of Work)

San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 4/27/2026

Job Order Contracting

To: Travis Brozowski
ABC General Inc.
3120 National Ave
San Diego, CA 92113
(619) 239-3428
travis@abcgeneralinc.com

From: Eli Belknap
San Diego Metropolitan Transit System
1255 Imperial Avenue
Ste. 1000
San Diego, CA 92101
(619) 595-7039
eli.belknap@sdmts.com

Contract Number: PWG441.0-25

Job Order Number: MTSJOC441-05

Job Order Title: Mills Building Fire Sprinkler Repairs

Location: Mills Building
1255 Imperial Ave.
San Deigo, CA 92101

Brief Scope of Work:

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

SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

1 GENERAL:

There is a damaged fire sprinkler line under the overhang over the tracks at the Mills Building that requires repair.

All work is to occur at the Mills Building located at 1255 Imperial Ave., San Diego, CA 92101.

2 STAGING:

Contractor is to keep and store all materials and equipment within the work area as possible during installation, but must be removed from the platform after being complete for the day. Any further staging would have to be coordinated with the MTS Project Manager. There may be some available space within or adjacent to the Mills Building in the parking garage. 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.

3 TEMP FACILITIES:

The contractor may use the building's restroom facilities and access available water and power in the work area.

4 SAFETY AND ACCESS:

Diligent caution must be taken during the undertaking of this work. All work will occur within the active service trolley tracks at the transit center so caution must be used around facility staff and bus operations. Parking may occur in the parking garage. Pedestrians must have continual access throughout the project, and trolley operations can not be interrupted.

5 WASTE:

The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall not use any onsite receptacles to dispose of material generated during the performance of this contract. Contractor is responsible for general cleanup at the end of each work day.

6 SCHEDULE AND SEQUENCING:

All work shall be completed within forty-five (45) calendar days from issuance of Notice to Proceed. . The work shall commence once all material is available and the work can proceed without stoppages.

7 DETAILED SCOPE OF WORK:

At the 12th & Imperial Transit Center there is a leaking fire sprinkler line in the ceiling of the Mills Building over the trolley tracks. Contractor is to build a scaffolding system around and over the tracks to allow pedestrians access underneath and trolleys to operate with impacts. Contractor is to remove & repair the damaged fire sprinkler line and ceiling using the scaffolding system. Scaffolding system is to be removed once work is complete. Scaffolding is to be erected and dismantled during non-revenue hours.

As part of this work the scope shall generally consist of the following:

Bird netting

- Bird netting will have to be cut to gain access. Contractor to perform necessary cuts and then patch back to original condition upon completion.

Scaffolding for Fire Line Access

- System will be suspended from deck above tracks, with braces as needed above catenary lines.
- Scaffolding install is to be completed over 6 nights, approximately 3 hours per night.
- The system will have 4 piers landing on the track platforms and are to be placed adjacent to columns to eliminate any potential passenger conflicts. ADA clearance requirements must be met at all times.
- System will be in place for 4 weeks to allow time for fire sprinkler line repairs to occur/

Scaffolding No Climb / Access Control

- Each of the (4) Piers will have 12' of "No Climb" Fencing wrapped around the base so no one can climb system
- On the East Pier (closest to bus stops), a gate will be installed for worker access.

Fire Line Repair

- Fire sprinkler crews will access scaffolding system daily to perform the scope below, during normal hours, between the hours of 6 AM and 4 PM Monday through Friday.
- Demo three (3) section of the branch-lines.
- Replace the leaking pipe with schedule 10 black steel, new couplings, fire sprinklers and outlets.
- Gather information to develop a proposal for replacing the branch line pipe above the tracks to be provided to Ryan Co.
- Fire sprinkler sub Excludes:
- Plan design, permits fees, or submittal to any authority. (repair only)
- Replacing of main piping or cross main other than (3) active leaks
- Repair of existing Fire Sprinkler System deficiencies and/or existing code compliance issues.
- Backflow preventer installation, replacement, annual certification, and/or repair.
- Fire watch and/or temporary Fire Protection.
- Off hour labor.

As the extents of the ceiling repair are not known, these will be done via a supplemental CCO after the work is complete and the extents of the ceiling repairs are known.

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

EXHIBIT B
(Cost Breakdown)

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $96,834.67
Approved Date: April 17, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05

Job Order Name: Mills Building Fire Sprinkler Repairs

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$67,671.97	$0.00	$0.00	$67,671.97
10	Specialties	$5,000.89	$0.00	$0.00	$5,000.89
21	Fire Suppression	$3,015.76	$0.00	$0.00	$3,015.76
23	Heating, Ventilating, and Air-Conditioning (HVAC)	$4,195.26	$0.00	$1,631.75	$5,827.01
32	Exterior Improvements	$14,337.12	$0.00	$981.92	$15,319.04
	Total:	**$94,221.00**	**$0.00**	**$2,613.67**	**$96,834.67**
Line Count: 13				**Proposal Total:**	**$96,834.67**

Total Reflects Filtered Statuses: Added, Clarification Requested, Clarified, Confirmed Removal, Modified, No Change, OverRuled, Rejected, Removed, Retained, System Removal Acknowledged by Contractor, System Removal Acknowledged by Owner, System Removed

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

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $96,834.67
Approved Date: April 17, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05

Job Order Name: Mills Building Fire Sprinkler Repairs

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

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01 General Requirements — $67,671.97

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000037	Plumber		16.00	$118.16	HR	0.8500	$1,606.98

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

User Note: Per Schmidt:
Gather information to develop a proposal for replacing the branch line pipe above the tracks.

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

Total: $1,606.98

Division 01 General Requirements Total: $1,606.98

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
2	012223000025	45' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform		20.00	$505.36	DAY	0.8500	$8,591.12

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: 2 pieces per night, install and demo (5 Nights Each)

Total: $8,591.12

Division 01 General Requirements Total: $8,591.12

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
3	012223001023	6,000 Lb. Capacity, Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator		10.00	$1,582.17	DAY	0.8500	$13,448.45

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment No** **Includes Materials Yes**

User Note: 1 per night, install and demo (5 Nights Each)

Total: $13,448.45

Division 01 General Requirements Total: $13,448.45

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $96,834.67
Approved Date: April 17, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05

Job Order Name: Mills Building Fire Sprinkler Repairs

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
4	015423000015	Heavy-Duty Masonry Scaffolding With Bracing Accessories, Area Based On 2' Wide Sections, Per CCF / Month		33.70	$129.12	CCF	0.8500	$3,698.64

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: Rental
10w X 130l X 29h = 337CCF

Total: $3,698.64

Division 01 General Requirements Total: $3,698.64

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
5	015423000021	>20' To 40' Height Heavy-Duty Masonry Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories.		337.00	$110.18	CCF	0.8500	$31,561.06

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: Install
10w X 130l X 29h = 337CCF

Total: $31,561.06

Division 01 General Requirements Total: $31,561.06

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $96,834.67
Approved Date: April 17, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05

Job Order Name: Mills Building Fire Sprinkler Repairs

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
6	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed		7.00	$1,473.23	EA	0.8500	$8,765.72

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: Equipment Delivery:

Scaffolding Install:
2-Articulating Manlifts
1-Forklift

Bird Net:
1-Articulating Manlift

Scaffolding removal:
2-Articulating Manlifts
1-Forklift

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

Total:	**$8,765.72**
Division 01 General Requirements Total:	**$8,765.72**

10 Specialties **$5,000.89**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
7	108113000019	1/8" x 1/8" Mesh Flexible Polypropylene Netting		5,116.00	$1.15	SF	0.8500	$5,000.89

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: Bird Net Repairs Budget

Item Note: To control bird and marine predators.

Total:	**$5,000.89**
Division 10 Specialties Total:	**$5,000.89**

21 Fire Suppression **$3,015.76**

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $96,834.67
Approved Date: April 17, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05

Job Order Name: Mills Building Fire Sprinkler Repairs

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
8	210110910016	>500 To 1,000', >1-1/2" To 3" Diameter Branch Piping, Purge Liquid System For Sprinkler Upgrades		3.00	$1,182.65	EA	0.8500	$3,015.76
Accepted		*History: 1.1 Added,2.0 Accepted*						
			Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials No**			

User Note: Per Schmidt:
1. Demo (3) section of the branch-lines.
2. Replace the leaking pipe with schedule 10 black steel, new couplings, fire sprinklers and outlets.

Total: $3,015.76

Division 21 Fire Suppression Total: $3,015.76

23 Heating, Ventilating, and Air-Conditioning (HVAC) $5,827.01

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
9	232113231415	3" Black Schedule 10 Grooved Pipe		90.00	$45.24	LF	0.8500	$3,460.86
Accepted		*History: 1.1 Added,2.0 Accepted*	Demo:	90.00	$21.33	LF	0.8500	$1,631.75
			Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials Yes**			

User Note: Per Schmidt:
1. Demo (3) section of the branch-lines.
2. Replace the leaking pipe with schedule 10 black steel, new couplings, fire sprinklers and outlets.

Total: $5,092.61

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $5,092.61

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
10	232113231415	For Work In Restricted Working Space, Add **MOD: 0114**		90.00	$9.60	LF	0.8500	$734.40
Accepted		*History: 1.1 Added,2.0 Accepted*						
			Includes Labor Yes	**Includes Equipment Yes**	**Includes Materials No**			

Total: $734.40

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC) Total: $734.40

32 Exterior Improvements $15,319.04

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $96,834.67
Approved Date: April 17, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05

Job Order Name: Mills Building Fire Sprinkler Repairs

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
11	323113130265	12' Non-Climbable Fabric Galvanized Chain Link #9 Gauge, 3/8" Mesh		160.00	$105.42	LF	0.8500	$14,337.12
Accepted		*History: 1.1 Added,2.0 Accepted*	Demo:	160.00	$7.22	LF	0.8500	$981.92

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: No Climb fabric around the the 4 piers

Total: $15,319.04

Division 32 Exterior Improvements Total: $15,319.04

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
12	323113130350	4' Wide x 8' High Single Gate Galvanized Steel Without Barbed Wire		0.00	$805.57	EA	0.8500	$0.00
Accepted		*History: 1.1 Added,2.0 Accepted*						

Includes Labor No **Includes Equipment No** **Includes Materials No**

User Note: 2 gates (east & west peiers)

Total: $0.00

Division 32 Exterior Improvements Total: $0.00

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
13	323113130350	For 1" Mesh Fabric, Add **MOD: 0244**		0.00	$301.98	EA	0.8500	$0.00
Accepted		*History: 1.1 Added,2.0 Accepted*						

Includes Labor No **Includes Equipment No** **Includes Materials No**

User Note: "No Climb"

Total: $0.00

Division 32 Exterior Improvements Total: $0.00

Proposal Total: $96,834.67

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

** Includes Price Changes due to Construction Task Catalog update*

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 4/27/2026

Job Order Contracting

Contract #: PWG441.0-25

Job Order #: MTSJOC441-05

Job Order Title: Mills Building Fire Sprinkler Repairs

Job Order Value: $96,834.67

Location: Mills Building

Contractor: ABC General Inc.

Subcontractor: Schmidt Fire Protection Co., Inc.

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	Participation %
Schmidt Fire Protection Co., Inc. 4760 Murphy Canyon Road, San Diego, CA 92123	272398	Fire Sprinklers	No Certification	$8,874.00	9.16%

Summary

Certification Name	Value	% Subcontracted
No Certification	$8,874.00	9.16%
Total	**$8,874.00**	**9.16%**

Metropolitan Transit System

CONSTRUCTION CHANGE ORDER

Project Name: MILLS BUILDING FIRE SPRINKLER REPAIR **Date:** 8/26/26

To: MTS **Contract Number:** MTSJOC441-05

From *(Contractor)*: ABC General Contractor **CCO Number:** 01

Description of Work **Fieldwork Directive Issued:** 7/6/2026

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work of the Contract Documents and consists of:
Patching of holes in the ceiling created by the fire sprinkler repairs.

DRAFT

A. Contractor Cost Proposal

CCO 01	$ 67,590.83		
	$ 67,590.83	**Subtotal A:**	$ 67,590.83

B. Subcontractors Costs

	$ -		
		Subtotal B:	$ -

C. Contractor Credits

		Subtotal C:	$ -
	Total = (A + B + C)	Total:	$ 67,590.83

Original Contract value:		**$ 96,834.67**
Adjustment by Change Order No. X through Change Order X (if applicable)		**$ -**
Adjustment by this Change Order		**$ 67,590.83**
New Contract Amount	Total:	**$ 164,425.50**

The Contract Time due to this Change Order will be: ☑ Increased ☐ Decreased ☐ Unchanged **by 101 days**

Original Completion Date:	7/23/26
Adjustment by Change Order No. X through Change Order X (if applicable)	0
Adjustment by this Change Order	101
New Completion Date	11/1/26

Milestones Affected: None

Contractor **Date:** **MTS Chief Executive Officer** **Date:**

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

EXHIBIT A

Scope of Work

DRAFT

San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 8/26/2026

Job Order Contracting

To: Travis Brozowski
ABC General Inc.
3120 National Ave
San Diego, CA 92113
(619) 239-3428
travis@abcgeneralinc.com

From: Eli Belknap
San Diego Metropolitan Transit System
1255 Imperial Avenue
Ste. 1000
San Diego, CA 92101
(619) 595-7039
eli.belknap@sdmts.com

Contract Number:	PWG441.0-25
Job Order Number:	MTSJOC441-05.01
Job Order Title:	Mills Building Fire Sprinkler Repairs.
Location:	Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Brief Scope of Work:

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

Supplemental is for the patching of the holes in the ceiling created by the fire sprinkler repairs. The original contract did not include the patching of the ceiling holes as the extent of the fire sprinkler repairs and related hole making was unknown. After the fire sprinkler lines were repaired 20 holes were created that need to get patched. Contractor is to infill the holes with a similar EIFS system to match existing and in similar coloring. Holes are to be patched from the scaffolding. Those holes that are to be patched outside of the scaffolding from previous repairs are to be done via an articulated boom lift during non-revenue hours.

Contractor is to repair all bird netting where the cuts were made for the ceiling repairs. Netting is to be repaired without the use of zippers.

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

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EXHIBIT B

Cost Breakdown

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Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $67,590.83
Approved Date: August 13, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05.01

Job Order Name: Mills Building Fire Sprinkler Repairs.

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$31,967.15	$0.00	$0.00	$31,967.15
09	Finishes	$39,146.05	$0.00	$0.00	$39,146.05
10	Specialties	-$3,522.37	$0.00	$0.00	-$3,522.37
	Total:	**$67,590.83**	**$0.00**	**$0.00**	**$67,590.83**
Line Count: 11				**Proposal Total:**	**$67,590.83**

Total Reflects Filtered Statuses: Added, Clarification Requested, Clarified, Confirmed Removal, Modified, No Change, OverRuled, Rejected, Removed, Retained, System Removal Acknowledged by Contractor, System Removal Acknowledged by Owner, System Removed

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

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** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $67,590.83
Approved Date: August 13, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05.01

Job Order Name: Mills Building Fire Sprinkler Repairs.

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

01 General Requirements — $31,967.15

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000027	Laborer		144.00	$99.91	HR	0.8500	$12,228.98

Accepted

History: 1.3 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

User Note: Bird Netting Repairs
3 men for 6 nights

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

Total: $12,228.98

Division 01 General Requirements Total: $12,228.98

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
2	012220000032	Painter, Ordinary		60.00	$84.92	HR	0.8500	$4,330.92

Accepted

History: 1.1 Added,1.2 Removed,1.3 Modified,2.0 Accepted

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

Owner Comments: *V:1.2-revise to include bird netting*

User Note: Stucco repairs
Blend in new stucco patches
3 men, 5 nights (4hrs)

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

Total: $4,330.92

Division 01 General Requirements Total: $4,330.92

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
3	012223000041	35' Electric, Articulating (Up/Over) Boom Man Lift With Platform		8.00	$397.07	DAY	0.8504	$2,701.35

Accepted

History: 1.1 Added,1.2 Accepted,1.3 Modified,2.0 Accepted

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: Stucco repairs

Total: $2,701.35

Division 01 General Requirements Total: $2,701.35

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** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $67,590.83
Approved Date: August 13, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05.01

Job Order Name: Mills Building Fire Sprinkler Repairs.

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
4	012223000041	35' Electric, Articulating (Up/Over) Boom Man Lift With Platform		6.00	$397.07	DAY	0.8500	$2,025.06

Accepted

History: 1.3 Added,2.0 Accepted

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: Bird netting repairs

Total: $2,025.06

Division 01 General Requirements Total: $2,025.06

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
5	012223001384	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver		6.00	$424.13	DAY	0.8500	$2,163.06

Accepted

History: 1.3 Added,2.0 Accepted

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: Bird Netting repairs
To bring materials to site nightly during bird netting repairs as there is no laydown/storage area
(no labor)

Total: $2,163.06

Division 01 General Requirements Total: $2,163.06

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
6	012223001387	6-1/2 Ton Capacity, 16' To 22' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver		8.00	$516.00	DAY	0.8500	$3,508.80

Accepted

History: 1.3 Added,2.0 Accepted

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: Stucco repairs
ABC Boxvan to bring materials to site nightly during stucco repairs as there is no laydown/storage area
(no labor)

Total: $3,508.80

Division 01 General Requirements Total: $3,508.80

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** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $67,590.83
Approved Date: August 13, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05.01

Job Order Name: Mills Building Fire Sprinkler Repairs.

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
7	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed		2.00	$1,473.23	EA	0.8500	$2,504.49
Accepted		***History: 1.1 Added,1.2 Accepted,1.3 Modified,2.0 Accepted***						

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: Stucco repairs
Articulating Boom Delivery
1 time before Comic Con and 1 time after

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

Total: $2,504.49

Division 01 General Requirements Total: $2,504.49

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
8	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed		2.00	$1,473.23	EA	0.8500	$2,504.49
Accepted		***History: 1.3 Added,2.0 Accepted***						

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: Bird Netting repairs
Articulating Boom Delivery
2 times due to MOW working days limitations

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

Total: $2,504.49

Division 01 General Requirements Total: $2,504.49

09 Finishes **$39,146.05**

DRAFT

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $67,590.83
Approved Date: August 13, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05.01

Job Order Name: Mills Building Fire Sprinkler Repairs.

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
9	090120910006	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match Existing		1,118.00	$12.79	SF	0.8500	$12,154.34
Accepted		***History: 1.1 Added,1.2 Accepted,1.3 Modified,2.0 Accepted***						

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: Stucco repairs

Item Note: Per location. See CSI section 09 29 10 00 0001 for "Gypsum Board" repairs > 32 SF.

Total: $12,154.34

Division 09 Finishes Total: $12,154.34

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
10	090120910026	>10 To 50 SF, Chip, Clean And Repair Plaster/Stucco		1,118.00	$28.39	SF	0.8504	$26,991.71
Accepted		***History: 1.1 Added,1.2 Accepted,1.3 Modified,2.0 Accepted***						

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: Stucco repairs

Total: $26,991.71

Division 09 Finishes Total: $26,991.71

10 Specialties **-$3,522.37**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
11	108113000019	1/8" x 1/8" Mesh Flexible Polypropylene Netting		-5,116.00	$0.81	SF	0.8500	-$3,522.37
Accepted		***History: 1.3 Added,2.0 Accepted***						

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: Brid netting repairs
Credit for laborer from original proposal

Item Note: To control bird and marine predators.

Total: -$3,522.37

Division 10 Specialties Total: -$3,522.37

Proposal Total: $67,590.83

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

** Includes Price Changes due to Construction Task Catalog update*

DRAFT

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $67,590.83
Approved Date: August 13, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-05.01

Job Order Name: Mills Building Fire Sprinkler Repairs.

Location: Mills Building 1255 Imperial Ave. San Deigo, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

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DRAFT

** Includes Price Changes due to Construction Task Catalog update*

EXHIBIT C

Subcontractors

DRAFT

San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 8/26/2026

Job Order Contracting

Contract #: PWG441.0-25

Job Order #: MTSJOC441-05.01

Job Order Title: Mills Building Fire Sprinkler Repairs.

Job Order Value: $67,590.83

Location: Mills Building

Contractor: ABC General Inc.

Subcontractor:

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

Summary

Certification Name	Value	% Subcontracted
Total		**0.00%**

DRAFT

Agenda Item No. 28

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Kearny Mesa Transit Center (KMTC) Redevelopment – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA353-AE-68 under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment A), with Dokken Engineering, Inc. (Dokken), in the amount of $426,965.71 to provide preliminary design services for the KMTC.

Budget Impact

The total cost of this work order is estimated to be $426,965.71. This project will be funded through the Federal Transit Administration (FTA) Section 5339(b) FY 2026 Grants for Buses and Bus Facilities Competitive Program via the MTS Capital Improvement Program (CIP) budget number 3004128201 – Kearny Mesa Transit Center.

DISCUSSION:

KMTC Project

On March 13, 2025 (Agenda Item (AI) 5), the MTS Board approved the creation of the KMTC project and authorized the purchase of property located at 8949 Clairemont Mesa Boulevard, San Diego, CA (APN 369-110-04-00) for the project. The purchase was fully completed on October 14, 2025.

In July 2025, MTS applied for the Federal Transit Administration's (FTA) Section 5339(b) FY 2026 Grants for Buses and Bus Facilities Competitive Program to support the design and construction of a new Kearny Mesa Transit Center.

In February 2026, MTS was notified that its grant application was awarded full funding in the amount of $14,680,000. The KMTC project will consolidate dispersed bus stops along busy streets into a single, safe, and efficient facility. The transit center will reduce traffic conflicts, improve pedestrian safety, and enhance access to reliable transit for riders and families in the surrounding communities. The KMTC will include essential passenger and operator amenities such as shelters, benches, ticket machines, real-time information displays, and space for expanded service in the future. These amenities, together with security cameras and security patrols, will provide a safe environment for all users of the facility.

The project will improve overall system conditions and support MTS's commitment to providing a sustainable transportation solution that better meets the needs of the community through a modern, safe, accessible and efficient transit center.

Under the proposed work order, Dokken will provide conceptual planning services to develop four different conceptual layouts, including a topographic survey, site assessment, rough order of magnitude cost estimate and a recommendation for the proposed transit center. The intent of the conceptual planning study is to define the best layout for sixteen bus stops, MTS non-revenue parking stalls, integration into adjacent City streets, typical MTS passenger amenities, as well as the option of a transit-oriented development and/or MTS operator break area and restrooms. Staff will also work with the design team to identify if space is available for revenue-generating uses such as a large-scale digital information board and/or a retail kiosk.

Once the preferred layout is selected by MTS, the conceptual planning study will be used as a basis of design to develop the scope and fee for 100% construction documents. The follow-on design work is not part of this current work order, an amendment to the work order would be presented to the Board for review and approval at a future meeting.

Selection of Dokken from MTS On-Call A&E Panel

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

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

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

On May 26, 2026, MTS issued a Request for Proposals (RFP) to all firms in Categories A and B.

On June 26, 2026, MTS received a total of five (5) proposals from the following on-call firms:

Firm Name	Firm Classification
Chen Ryan Associates, Inc. (CRA)	Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Small Business (SB)
Dokken	
HDR Engineering, Inc. (HDR)	
Pacific Railway Enterprises, Inc. (PRE)	WBE
Psomas	

An evaluation panel was comprised of MTS representatives from the Capital Projects, Planning, Bus and Contracted Services departments, and the proposals were evaluated based on the following criteria.

Firm Name	Points
Project Team	20
Project Team's Capabilities	30
Project Understanding and Approach	40
Schedule	10
Total Possible Score	100

On July 31,2026, the selection committee evaluated the initial proposals and scored as follows:

Ranking	Firm Name	Total Score
1.	Dokken	90.40
2.	Psomas	82.40
3.	HDR	79.40
4.	CRA	79.20
5.	PRE	74.60

As part of this evaluation, the evaluation panel concluded that Dokken met the standards of being the "most qualified" A&E firm to provide the specified services.

For this project, Dokken will utilize the following subconsultants:

Subcontractor Name	Firm Classification	Value of Services
Aguirre & Associates	SB(Micro)	$14,330.82
Parametrix	None	$110,300.60
WSP USA Inc.	None	$73,302.90

Fair & Reasonable Price Determination

Dokken's initial proposed amount for the services was $468,029.59. Through negotiations, staff was able to reduce the cost by $41,063.88, an 8.77% savings to MTS. MTS's Independent Cost Estimate (ICE) for the services was $$309,268.56. Based on the level of effort and proposed classifications for the services, Dokken's proposed amount of $426,965.71 was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA353-AE-68 under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment A), with Dokken, in the amount of $426,965.71 to provide preliminary design services for the KMTC.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order MTS Doc. No. WOA353-AE-68

Metropolitan Transit System

September 17, 2026

MTS Doc. No. PWL353.0-22
Work Order No. WOA353-AE-68

Mark Tarrall, PE
Project Manager
Dokken Engineering, Inc.
1450 Frazee Road, Suite 100
San Diego, CA 92108

Dear Mr. Tarrall:

Subject: MTS DOC. NO. PWL353.0-22, WORK ORDER WOA353-AE-68, GENERAL ENGINEERING SERVICES FOR KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT

This letter shall serve as our agreement for Work Order WOA353-AE-68 to MTS Doc. No. PWL353.0-22, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Work Order shall provide design services for the Kearny Mesa Transit Center (KMTC) Redevelopment project (Attachments A and A1).

SCHEDULE

The Scope of Services, as described above, shall be for a period of one hundred twenty (120) days from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed $426,965.71 without prior authorization of MTS (Attachment B).

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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 Tarrall, PE, Project Manager
Dokken Engineering

Date:_____

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

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ATTACHMENT A
SCOPE OF SERVICES

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TITLE: KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT **WOA#:** WOA353-AE-68

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as "MTS") seeks a proposal for consultant services for the layout and conceptual design of a new transit center. The initial scope of work for the transit center redevelopment, as described in more detail below, is to define the geometry and footprint of the transit center. The preliminary layout and conceptual design work order shall aid in determining the scope of work for final design and construction documents.

MTS recently purchased a property at 8949 Clairemont Mesa Boulevard in San Diego, CA (APN 369-110-04-00) and obtained a federal grant to convert the existing parcel to a transit center (referred to hereafter as "KMTC"). This new transit center will expand transportation options, strengthen first-and last-mile connections, and better serve transit-dependent residents, particularly those living in dense and affordable housing areas.

The intent of the new KMTC is to consolidate dispersed bus stops along busy streets into a single, safe, and efficient facility. This transit center will reduce traffic conflicts, improve pedestrian safety, and enhance access to reliable transit for riders and families in the surrounding communities. The transit center will include essential passenger and operator amenities such as shelters, benches, ticket machines, real-time information displays, and space for expanded service in the future. These amenities, together with security cameras and security patrols, will provide a safe environment for all users of the facility. The project will support the improvement of the overall system condition and assist MTS in delivering a sustainable transportation solution that better meets the community's needs through a modern, safe, and accessible transit center.

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

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II. EXPECTED RESULTS

As part of this conceptual layout study, MTS is seeking to understand the space requirements, potential layout scenarios, and options for the new transit center based on the requirements of the Grant and additional minimum requirements including but not limited to:

The intent of the layout and conceptual design is to determine if the desired and required passenger amenities, facilities and stops will fit and function inside the property footprint with or without the attached scenarios and understand that some are overlapping. The TOD only needs to be shown as an overall footprint. The retail kiosk could be of minimal size and the restrooms and break area should serve up to five (5) MTS staff at a time. Break area could be inside a conditioned space or exterior with appropriate shade covering. In order to alleviate extensive City design review, coordination and permitting time, the consultant is to study the option of having all stops within the property limits which would not trigger a City building permit and subsequent permit review time, but with the understanding that driveway improvements may be required. In addition, Consultant is to study the option of having stops possibly located on Clairemont Mesa Blvd. and/or Complex Dr. within the City right-of-way that would require permit

and permit review time. The above potential scenarios could overlap.

MTS created initial concepts (Exhibit A) for possible ways in which the transit center could flow.

III. SCOPE OF WORK

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

TASK 1: Project Management

Consultant shall provide project management services that include monthly progress reports, invoicing and administration of the project. As part of this task the Consultant shall be responsible for maintaining schedule compliance of final deliverables for this work order. It is assumed there will be an initial and final concept plan submittal and review packages with MTS.

1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.

1.2 Arrange and facilitate Project Development Team (PDT) meetings, interagency meetings, field reviews, and other project-related meetings. Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings.

1.3 Develop and implement a project schedule to complete the Scope of Work and manage the project to eliminate or minimize supplemental agreements.

1.4 Provide coordination between MTS and outside agencies and stakeholders, this includes managing decision making and communication with MTS, community/agency stakeholder team, and the public.

1.5 Prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which the Consultant or sub-Consultants has made charges. Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.

1.6 Provide QA/QC on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents shall have a check box or signature indicating reviews have been performed.

TASK 2: Site Assessment

2.1 Consultant shall perform a detailed analysis and site assessment of the existing property and adjacent roads to understand existing conditions around and inside of the future transit center. Consultant shall review all as-builts and known existing underground utilities. These as-builts, underground utilities, or other constraints must be considered for conceptual layouts.

2.2 Consultant shall provide high level review of offsite and adjacent traffic flow, turn movements, and signaling at the intersection of Clairemont Mesa and Complex Dr. to verify, if any, offsite improvements are required to move buses in or out of the proposed transit center, as well as access to all proposed stops.

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2.3 A basemap with topographic detail is needed to document the existing conditions of the site. The topographic mapping will be at 1"=20' and show 1' contour intervals and will be in AutoCAD format. Limits of the mapping will extend 50' past the project site. The mapping will be utilized as a topographic base map for the conceptual design phase of the project and can be used as a base for the final design and supplemented with ground survey data.

2.4 Record maps, as-built drawings, and title reports that MTS is in possession of will be provided by MTS for the Consultant's use. Any supplemental data that MTS is not in possession of that is required should be collected by the Consultant, as part of this task.

Task 2 Deliverables

1. Topographic survey information, as-builts, supplemental data, and existing utility information obtained by the design team.
2. Summary of site assessment.

TASK 3: KMTC CONCEPTUAL LAYOUT AND DESIGN

The project is grant funded and the following specific items must be included in the resulting facility unless there are constraints that prevent them from being included:

A Bus Bay Requirements
1. Sixteen (16) bus bays required inside transit center (off-street)
   i. Twelve 40' bus bays
   ii. Four 60' bus bays
2. Height: Standard Caltrans freeway overhead clearance
   i. Overhead clearance must accommodate bus tow truck scenario

B. Passenger Platforms
1. The platform for each bay must accommodate a 13'x5' passenger shelter with no advertising panel, bench, trash cans and a bus stop pole. No footings or foundations are required for the passenger shelters. Intended shelters are standard MTS Tolar shelters.
2. See MTS Bus Stop Specifications, November 1, 2006 (Exhibit B) for additional details.
3. Minimum platform width of 10' at the narrowest points, and 12' anywhere a passenger shelter is installed.
4. Maximum slope of 2% from face of curb to back of platform (ADA requirement).
5. Concrete (non-reinforced) with minimum thickness of 4" and broom finish.
6. A suitable amount of MTS Variable Message Signs (VMS), located on the passenger platforms, evenly distributed for visibility from all bays.
7. A suitable number of MTS Ticket Vending Machines (TVMs), located on the passenger platforms, evenly distributed for visibility from all bays.
8. A suitable amount of non-shelter benches.
9. Static wayfinding signage sufficient to direct passengers among bus bays.
10. Crosswalks with appropriate curb cuts must be included in appropriate locations to allow convenient and safe passenger transfers across the bus aisle without undue out-of-direction travel, all meeting ADA requirements.

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C. Bus Circulation Requirements
   1. Buses must be able to easily get in and out of all bus stops utilizing appropriate turn templates.
   2. Buses must efficiently get in and out of the transit center and stops along public roads as per the City approval/involvement scenario.

D. Pavement Standards
   1. No geotechnical explorations are required as part of this work order so assumptions can be made, however consultant to propose either all asphalt or concrete paving within the transit center and rough order of magnitude (ROM) pricing for both.

E. Local Street Traffic Modifications
   1. Consultant shall show any proposed street modifications.

F. Site Stormwater and Landscaping
   1. Bring Transit Center area into compliance with MTS MS4 permit standards
   2. Ensure that the transit center maximizes large tree canopy for passenger shading, if landscaping is proposed.
   3. Maximize porous surface area to minimize storm water runoff
   4. Minimize irrigation needs by selecting vegetation with low water needs, if landscaping is proposed.

G. Security
   1. 100% artificial light coverage of transit station to ensure CCTV cameras and security personnel can effectively monitor the transit center
      i. See SANDAG Design Criteria Manual Chapter 7.0 Section 7.4 Lighting (Exhibit XX) for details
   2. 100% CCTV camera coverage
      i. Requires underground fiberoptic connection to all camera locations
      ii. Requires secure communication room/box/vault

H. Multimodal Access
   1. Three (3) dedicated parking spaces for MTS non-revenue vehicles.
   2. Sufficient, safe and ADA compliant pedestrian access on all sides and within the transit center
   3. Space for SANDAG bicycle locker storage and additional bike rack(s).

I Transit Oriented Design

   1. Consultant to show conceptual layout space for a TOD with a footprint of approximately 20,000-35,000 SF.

J Break Building

   1. Consultant to show conceptual layout space for a structure that is to include a retail kiosk, MTS staff only break area, and MTS staff only restrooms that could accommodate approximately 5-10 drivers at one time.

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3.1 Consultant to provide circulation patterns for all vehicles onsite inclusive of buses, non-revenue vehicles, vendor support and delivery vehicles with each option.

3.2 Consultant shall include assumed footprint of all amenities, footprints, with general layout and placement of all components with each option.

3.3 Consultant shall analyze and provide recommendations on the proposed different potential scenarios and provide alternatives matrix detailing pros/cons of each configuration. Consultant shall provide ROM cost estimates for the construction of no more than four (4) options. ROM costs shall be provided for the full build out of the proposed Transit Center. TOD building ROM costs are not necessary to be provided.

3.4 Consultant shall provide summary recommendations based on the results of the site analysis, construction impacts, site constraints, size constraints, and proposed locations on site. MTS staff and leadership input shall be included in final recommendations.

3.5 Consultant shall submit a conceptual layout package for MTS review and comment. The package will include up to four developed concepts.

3.6 Consultant shall conduct a workshop with MTS to evaluate all concepts and present the pros/cons of each concept. Workshop shall be in-person at MTS downtown San Diego office. Consultant shall provide workshop agenda and all material materials.

<u>Task 3 Deliverables</u>

1. Conceptual layout package with up to four (4) options.
2. Recommendations on the different potential scenarios with a pro/con matrix of each configuration
3. ROM estimates for each of the four (4) options.

TASK 4: Final Firm Recommendation

4.1 Consultant shall provide up to four (4) conceptual layout recommendations base. Consultant shall present these recommendations to MTS management and incorporate feedback into a final recommendation report.

4.2 Consultant shall provide an electronic copy final report as a result of this study.

<u>Task 4 Deliverables</u>

1. Draft Recommendation and Final Recommendation Reports

IV. PERIOD OF PERFORMANCE

Period of performance shall be one hundred twenty (120) calendar days from the date of the Notice to Proceed.

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V. DELIVERABLES

1 Topographic survey information, As-builts, and existing utility information obtained by the design team.
2 Summary of site assessment.
3 Conceptual layout package with up to four (4) options.
4 Recommendations on the different potential scenarios with a pro/con matrix of each configuration
5 ROM cost estimates for each of the four (4) options.
6 Draft and Final Recommendation Reports

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
1 – Project Management	NTP + 120 days NTP + 14 days
2 – Site Assessment	
3 – Conceptual Layout Package	NTP +105 days
4 - Firm Recommendation	NTP + 120 days

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Topo and Documents Obtained	NTP + 30 days
Site Assessment	NTP + 30 days
Conceptual Layout Packages	NTP + 105 days
Recommendations and Pro/Con Matrix	NTP + 105 days
ROM Cost Estimates	NTP + 105 days
Final Firm Recommendation Report	NTP + 120 days

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

1. As-builts
2. MTS Bus Stop Specifications, November 1, 2006
3. Designing for Transit, A Manual for Integrating Public Transportation and Land Development in the San Diego Metropolitan Area, February 2018
4. SANDAG design Criteria Manual Chapter including 7.0 Section 7.4 Lighting
5. Station Sign Design Guidelines
6. MTS Stormwater Requirements
7. Tolar Shelter Drawings
8. Make and model of all amenities at the site

VIII. SPECIAL CONDITIONS

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

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS'

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

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

X. DEFICIENT WORK PRODUCT0

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

- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

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

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

Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS.

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

XII. PRICING

Except where otherwise noted herein, pricing shall be firm and fixed for the duration of the Work

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Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

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

Exhibits: A, MTS Initial Concepts
B, MTS Bus Stop Specifications, November 1, 2006MTS Bus Stop Specifications
C, Building As-builts
D, Designing for Transit, A Manual for Integrating Public Transportation and Land Development in the San Diego Metropolitan Area, February 2018
E, SANDAG design Criteria Manual Chapter including 7.0 Section 7.4 Lighting
F, Station Sign Design Guidelines
G, MTS Stormwater Requirements
H, Tolar Shelter Drawings

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ATTACHMENT A1
CONSULTANT'S PROPOSAL

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SUBMITTED ON:
June 26, 2026

Metropolitan Transit System

REQUEST FOR PROPOSALS

A&E MASTER AGREEMENT AWARDS FOR

KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT – WOAXXX-AE-68

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SUBMITTED TO:
STEVE AUGUSTYN
PROCUREMENT SPECIALIST
METROPOLITAN TRANSIT SYSTEM
1255 IMPERIAL AVENUE
SUITE 1000
SAN DIEGO, CA 92101

SUBMITTED BY:

DOKKEN ENGINEERING

Mark Tarrall, PE
Project Manager
1450 Frazee Road, Suite 100
San Diego, CA 92108
Tel: 858.514.8377
mtarrall@dokkenengineering.com

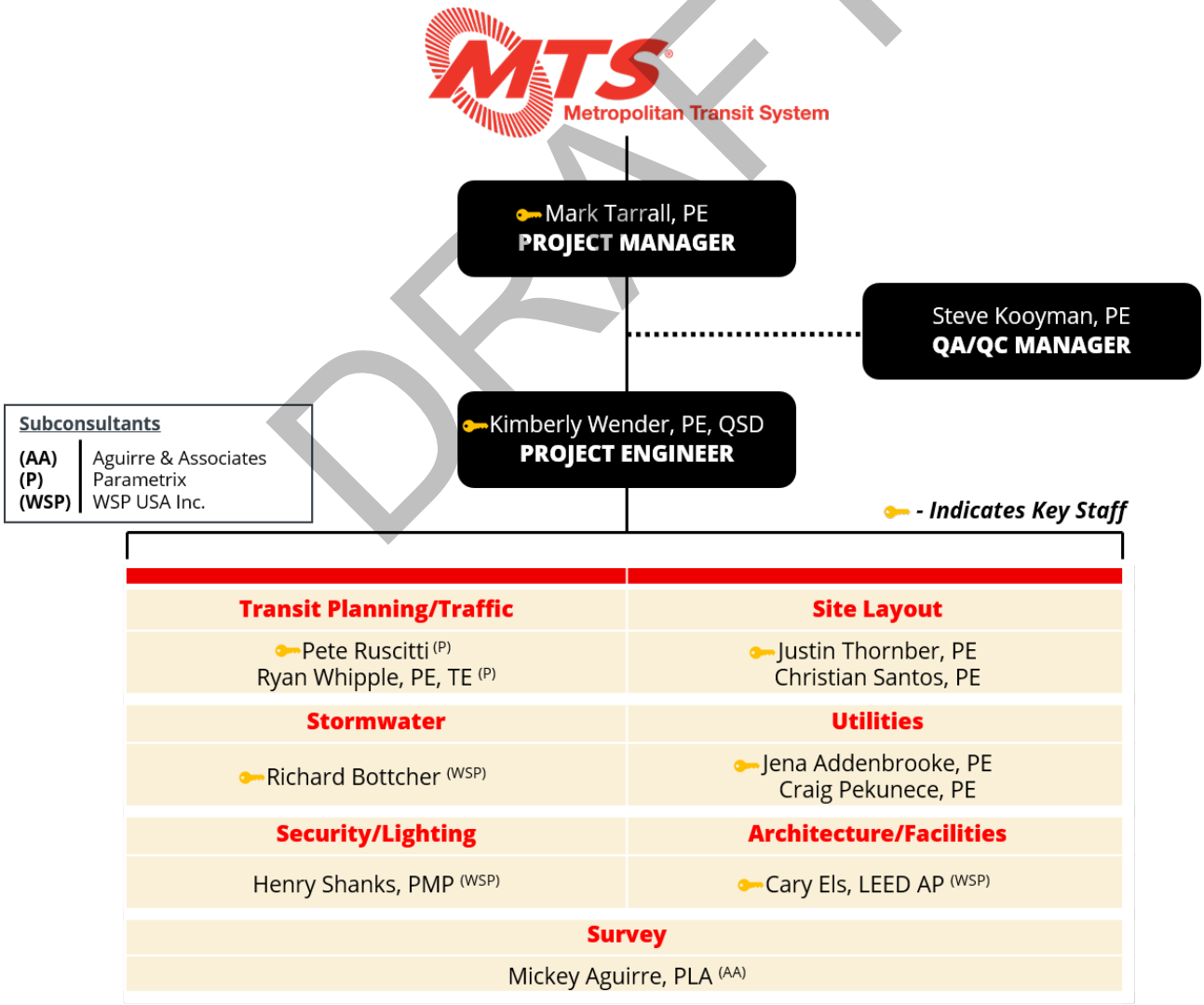
EXECUTIVE SUMMARY

The Dokken team appreciates the opportunity to continue being your trusted partner for the Kearny Mesa Transit (KMTC) Redevelopment project. To best demonstrate our knowledge and understanding of the project, the following proposal was written specifically for the KMTC Redevelopment project. This proposal demonstrates our expansive knowledge and experience with transit center planning and design, building consensus among MTS team members, City of San Diego coordination, and designing for phased implementation. We selected our team for their experience, dedication, and passion for public transit. No team will be more committed to successful delivery than us on this project.

1. Project Team

QUALIFICATIONS AND RELEVANT EXPERIENCE

Dokken Engineering has assembled a qualified team of engineers, planners, technical experts and support staff who will support the delivery of the KMTC Redevelopment project. This team specializes in public transit projects and in particular has a long history of assisting MTS with capital project delivery. Project Manager, Mark Tarrall, has 27 years of experience specializing in the management, permitting, and design of transportation-related projects, including local roadway, interchange, bike path, highway widening, and transit projects. He has extensive experience with transit infrastructure delivery and has coordinated and designed multiple MTS facilities. Mark will lead the delivery of the task order scope of services and be responsible for planning, executing, and managing the team. The following organization chart visually represents the structure of our proposed team.



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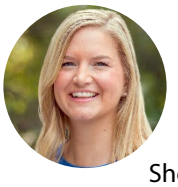
The qualifications that make our team uniquely suitable for this project are represented in the descriptions on the following page.

Mark Tarrall, PE | Project Manager: Mark has 27 years of experience specializing in the management, permitting, and design of transportation-related projects, including local roadway, interchange, bike path, highway widening, and transit projects. He has extensive experience with transit infrastructure delivery and has coordinated and designed multiple MTS facilities.



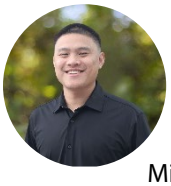
Kimberly Wender, PE | Project Engineer: Kimberly has over 18 years of experience specializing in transit facilities and public works projects, including mobility hubs, bus transit centers, bus rapid transit, bus stop engineering, and light rail stations. She has worked closely with multiple transit agencies, and the cities in which they operate, to provide safe, efficient, pedestrian, and rider-friendly facilities.

Steve Kooyman, PE | QA/QC Manager: Steve has helped numerous cities deliver public works Capital Improvement Program projects across various phases, including planning, environmental, right of way, design, bid, and construction. His deep knowledge of engineering policies, codes, and standards makes him a valuable resource for engineers, architects, contractors, and public agencies.

Pete Ruscitti | Transit Planning/Traffic: Pete is a mobility planner and project manager with 16 years of multimodal experience across California. Pete specializes in conceptual design, mobility analyses, and policy development for a wide range of projects and programs including railroads, public transit, complete streets, bikeways, pedestrian facilities, corridors, and multimodal hubs.

Ryan Whipple, PE, TE | Transit Planning/Traffic: Ryan brings extensive experience planning transit centers and mobility hubs, including conceptual design. His work spans bus-operations and circulation analysis, first/last-mile and multimodal access, active transportation, and conceptual layout and alternatives development.

Justin Thornber, PE | Site Layout: Justin has a demonstrated history of civil design excellence, specifically with roadway, ADA compliance, site development, mass/precise grading, and construction support. Justin's recent relevant project experience includes SBMF ZEB, IAD ZEB, and Clean Transit Advancement Campus.



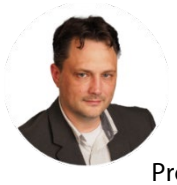
Christian Santos, PE | Site Layout: Christian assists senior engineers in various aspects of roadway and transit design in accordance with City, County, Caltrans, and MTS standards. Mr. Santos is proficient in both AutoCAD Civil 3D and MicroStation V8i/OpenRoads design software. Christian has supported numerous projects through COSD DSD permit review process.

Richard Bottcher, PE | Stormwater: Richard (Rick) Bottcher has over 40 years of experience with expertise in transportation drainage system design, stormwater pollution prevention, streambed restoration, riverine hydraulics, bridge scour analysis, watershed management, water resource resiliency and adaptation design, and groundwater and surface water hydrology.

Jena Addenbrooke, PE | Utilities: Jena has 18 years of experience, specializing in the area of utility coordination. She has extensive understanding and complies with the FHWA's regulations and requirements under Code of the Federal Regulations governing utility relocations to ensure proper and complete utility clearance prior to Right-of-Way certification.

Craig Pekunece, PE | Utilities: Craig is an associate engineer with experience in various aspects of roadway and highway design in accordance with City, County, Caltrans, and AASHTO standards. His duties have included utility design & coordination, geometric and storm drain design to aid in the preparation of PS&E packages. He also has experience in the preparation of drainage studies.

Henry Shanks, PMP | Security/Lighting: Henry is an accomplished technology leader with over 30 years of experience delivering complex IT, network, and secure fare payment systems for major transit agencies worldwide. Notably, he served as network and camera engineer for the MTS 12th and Imperial Transit Center project, where he developed a secure, fully integrated IT and video surveillance system.



Cary Els, LEED AP | Architecture/ Facilities: Cary's principal responsibilities include transit facility planning, transit facility site planning with site selection and analysis, and equipment and process planning as focused on transit facilities. Previous experience has provided substantial insight into design and construction processes.

Mickey Aguirre, PE | Survey: Mickey's experience includes rail and light rail, public works, residential, commercial, churches, schools and other institutional projects. Mr. Aguirre has extensive surveying and mapping experience under contracts for local agencies in San Diego County including MTS for rail and light rail projects.

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UNIQUE QUALIFICATIONS OF PROJECT PERSONNEL & TIME COMMITMENT TO PROJECT

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

KEY PERSONNEL ROLE	YEARS EXP.	EDUCATION/LICENSES	SIMILAR PROJECT PERFORMANCE	CURRENT COMMITMENTS	AVAILABILITY TO MTS
MARK TARRALL Project Manager	27 yrs	• MSCE • BSCE • Professional Civil Engineer (CA)	• SBMF ZEB Concept Plan and Final Engineering • IAD ZEB Concept Plan and Final Engineering • CTAC Master Plan	• MTS As-Needed • NCTD As-Needed Engineering Services • Alvarado Canyon Road Realignment	**55%**
KIMBERLY WENDER Project Engineer	18 yrs	• BSCE • Professional Civil Engineer (CA) • Qualified SWPPP Developer	• 12th and Imperial Transit Center Rehabilitation • CTAC Master Plan • MTS Bus Stop Improvements • Hemet Mobility Hub • Vine Street Mobility Hub	• MTS As-Needed • Otay Mesa Land Port of Entry • NCTD Bus Stop Improvements	**50%**
PETE RUSCITTI Transit Planning/Traffic	16 yrs	• Masters, Public Policy • BS Economics	• 12th and Imperial Transit Center Rehabilitation • NCTD BREEZE Bus Speed & Reliability Study • San Ysidro Mobility Hub, Phase 1 • San Diego Central Mobility Hub	• Stockton Boulevard Multimodal Partnership & BRT • SFCA Transit Oversight • County of San Diego Planning for First Mile/Last Mile Transportation Solutions	**70%**
JUSTIN THORNBER Site Layout	16 yrs	• BSCE • Professional Civil Engineer (CA)	• 12th and Imperial Transit Center Rehabilitation • IAD ZEB Concept Plan and Final Engineering • CTAC Master Plan	• MTS As-Needed • El Dorado Transit Bus Parking Lot • CV Link Mecca/North Shore Extension Project	**60%**
RICHARD BOTTCHER Stormwater	43 years	• MSCE • BSCE • Professional Civil Engineer (CA)	• MTS Phase 2 Implementation Plan • East County Bus Maintenance Facility • Voigt Drive Realignment • Sound Transit I-405 Stride BRT Planning & Design	• LACMTA Southeast Gateway • I-105 Segment 1, 2, and 3 Express Lanes Implementation • I-680 Corridor and System Management	**50%**
JENA ADDENBROOKE Utilities	18 yrs	• BSCE • Professional Civil Engineer (CA)	• E Palomar St Transit Station, Park & Ride and DAR at I-805 • Mid-Coast Corridor Transit Project • SR-11 Otay Mesa East POE Phase 1	• SR-11 Otay Mesa East POE Phase 1 • Del Mar Tunnel • East Campus Loop Road	**45%**
CARY ELS Architecture/Facilities	22 yrs	• BA • LEED Accredited Professional	• IAD ZEB Concept Plan and Final Engineering • ECBMF • Facility & Fleet ZE Transition Plan • Valley Metro Zero Emission Transition Plan	• FAX Hydrogen Infrastructure & Facility Master Plan • Everett Transit O&M Facility • Mid-Day Lot Facility Construction Administration Services	**50%**

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2. Project Team's Capabilities

Mark Tarrall is a highly experienced local project manager with a strong record of leading projects similar to the KMTC Redevelopment. His resume is included in Exhibit A. Over the past decade, Mark has partnered with MTS on numerous transit projects, many of which have been completed or are nearing substantial completion. Through this work, he has built strong relationships and trust with MTS staff, ***demonstrating his ability to serve as an extension of the MTS team.***

Kimberly Wender will serve as the Project Engineer for the KMTC project. She and Mark have worked together for years to deliver multiple MTS transit projects, including the Clean Transit Advancement Campus, 12th and Imperial Transit Center Rehabilitation Project, Iris Rapid Corridor and Transit Station, SBMF ZEB Concept Planning and Final Design, and IAD ZEB Concept Planning and Final Design. Many of these projects included conceptual design phases that required building consensus with MTS staff on a preferred alternative. Through this work, Mark and Kimberly have developed a strong partnership and trusted relationships with MTS staff at all levels of the organization. This experience allows them to deliver the KMTC Redevelopment scope on-time, within budget, and without a learning curve. ***They are the experienced team MTS can count on to deliver this project on time and within budget.***

EXPERT PROJECT CONTROLS SKILLS

As project manager, Mark will implement a sustainable project controls methodology anchored by the Project Management Plan. The plan will define procedures for completing the work, managing resources, and reporting project status and progress. These proven project management tools will support timely, within-budget delivery and provide a systematic approach to project execution. All project personnel, including MTS and the Dokken Engineering team, will have current project information needed to make informed decisions. Mark will prepare and maintain a project schedule similar to the schedule shown in Section 4, monitor progress, adjust staffing as needed to meet key milestones, and identify critical path items to keep MTS informed. Performance will be tracked through quality control reviews, comparison of actual progress against planned progress, completion of meeting action items, monthly invoicing, and progress reporting. We will use MTS standards and formats to make invoice review streamlined and familiar to MTS.

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

PROACTIVE COMMUNICATION

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

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

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

External - City of San Diego: We are experts in proactive communication when it comes to coordination with the City of San Diego. We have learned firsthand the value in documenting meetings, decisions made, and City personnel involved to keep projects moving forward during the City's lengthy review processes.

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QUALITY CONTROL

Our team is committed to delivering quality project documents that exceed the standards in the industry. For our team, quality is not just a priority—it is a core value. We take quality very seriously. This team has worked on many projects in the past and have streamlined our ability to provide high-quality deliverables. We use both SharePoint and Bluebeam Studio for comprehensive and collaborative documents, schedule interdisciplinary reviews among team members, and have regularly scheduled meetings with the design team.

STAFF AVAILABILITY/COMMITMENT TO PROJECT

All staff listed on the organization chart are committed and ready to work on this project. Based on the RFP schedule and anticipated NTP in September 2026, our team will be ready for the next task with MTS. The table on page 3 presents other ongoing projects/current commitments of our project personnel showing real availability and capacity to successfully deliver this project.

This team is passionate about transit in San Diego. No one will be more dedicated to this project than us.

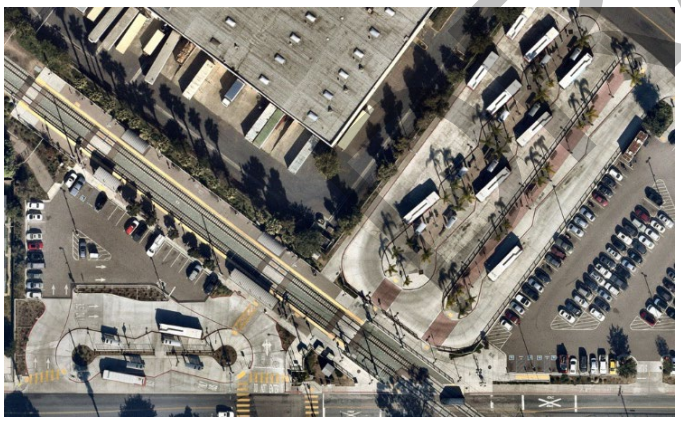
EXPERIENCE ON SIMILAR PROJECTS

Our team offers outstanding experience and technical competence to successfully deliver projects similar to the requirements of the KMTC Redevelopment project. The following projects were selected to best demonstrate our team's capabilities for delivering multimodal transit projects.

IRIS RAPID CORRIDOR AND TRANSIT STATION | San Diego, CA

This project provided new and upgraded bus stop locations along Seacoast Drive, Imperial Beach Blvd, and Coronado Ave, a new 4-bay transit center island at the westerly MTS parking lot at Iris Avenue, and modifications to the existing Iris Avenue Transit Center. Modifications to existing traffic signals, new transit priority signaling, fiber optic backbone infrastructure, and restriping of existing streets were included as part of the project.

The new bus route extends from Otay Mesa to Imperial Beach—connecting residents to coastal destinations, regional employment and activity centers, and the UC San Diego Blue Line. Rapid services are high-frequency, limited-stop routes that help move people to their destinations more quickly than traditional local bus services. Dokken Engineering provided support to MTS for PS&E, including surveying, preliminary and final project plans, technical specifications, and an Opinion of Probable Cost (OPCC).



The project improvements span multiple local jurisdictions within the south bay area of San Diego, including the City of Imperial Beach, City of San Diego, and Caltrans owned right of way. In addition, there were several private parcels located along the bus route that required permission to enter and construct within or immediately adjacent to their property. The Dokken team completed coordination with the Cities of IB and San Diego to obtain design approvals and process right of way/engineering permits with each agency.

12TH AND IMPERIAL TRANSIT CENTER REHABILITATION | San Diego, CA

The Dokken Team, in coordination with MTS and the City of San Diego, is providing design services to rehabilitate and expand the 12th & Imperial Transit Center in downtown San Diego, creating a true multimodal hub serving multiple MTS bus routes and the UC San Diego Blue, Orange, and Green Lines. To accommodate the expansion, MTS has acquired adjacent parcels, and portions of 13th Street, National Avenue, and Commercial Street will be vacated. Dokken has provided support for these street vacations.

On-site improvements include reconfigured and additional bus bays and passenger platforms; enhanced pedestrian and bicycle access, lighting, wayfinding, and amenities; utility relocations; landscape and irrigation improvements and upgraded stormwater management to address localized flooding. A portion of the site will be reserved for a separate, future transit-oriented development (TOD) housing project. Off-site work within the City of San Diego will modify adjacent

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streets (12th, 13th, Imperial, National, Commercial) to improve circulation and special-event operations, including a bus-only lane, traffic signal modifications, and roadway/sidewalk improvements.

The initial design phase focused on data collection and due diligence—compiling MTS as-builts and record drawings, surveying and base mapping, reviewing existing bus parking and circulation, assessing utilities and stormwater facilities, coordinating with stakeholders (including the housing developer), and documenting operational constraints. From this work, a Basis of Design (BOD) was developed to capture the design criteria and project elements for MTS review and approval, enabling advancement to the next design phase. Dokken is now advancing PS&E, right-of-way vacation exhibits, permits, and interagency coordination, and developing technical specifications and an Opinion of Probable Cost (OPCC).

E PALOMAR ST TRANSIT STATION, PARK & RIDE AND DAR AT I-805 | Chula Vista, CA

The California Department of Transportation (Caltrans), in cooperation with the City of Chula Vista, the Federal Highway Administration (FHWA), the San Diego Association of Governments (SANDAG), and San Diego Metropolitan Transit System (MTS) proposed modifications to improve Interstate 805 (I-805) and construct a transit transfer station for the South Bay Bus Rapid Transit System (SBBRT) in the City of Chula Vista, at East Palomar Street. Dokken Engineering completed the Plans, Specifications, and Estimate for the $37.6 million East Palomar Street Transit Station, Park and Ride, and Direct Access Ramp (DAR) Project. This included the roadway and structure plans, supporting PS&E level engineering reports, Critical Path Method construction schedule, and final Engineer's Cost Estimate. Dokken Engineering also provided design support services during construction.

The project involved extensive improvements to I-805, including reconstruction of the East Palomar Street overcrossing, construction of the new DAR structure, nearly 1 mile of freeway widening on I-805, and construction of approximately 68,500 square feet of new retaining walls to minimize impacts to abutting residential properties. East Palomar Street was widened to accommodate the new freeway entrance/exit ramp and new BRT Transit Station and realigned to minimize right-of-way costs. Replacement/upgrades to three existing bus stops located along East Palomar Street, construction of new "Kiss and Ride" passenger vehicle pull-outs along Raven Ave, and two new Park and Ride lots were also provided with the project improvements.

Design for the new transit station and associated roadway improvements included concrete bus stop pads, seat walls, retaining walls, enhanced landscaping, concrete stairs and planter boxes, station platform shelters, station amenities (e.g., trash receptacles, bike lockers, ticket vending machines, pay phones, etc.), station signing, lighting, and power/communication infrastructure. Sidewalks up to 15 feet in width, enhanced hardscape (e.g., decorative sidewalk and crosswalks areas), pedestrian bulb-outs, reduced lane widths to promote traffic calming, and guide signing are provided along East Palomar Street to ensure safe and efficient pedestrian access to the new BRT Transit Station and the 350 space Park and Ride facility.

SAN YSIDRO TRANSIT CENTER | San Ysidro, CA

The project required developing and evaluating different multimodal improvements for the San Ysidro Transit Center for future reconfiguration and upgrades. The San Ysidro Port of Entry is the busiest land border crossing in the western hemisphere, with over 100,000 northbound travelers entering the United States from Mexico every day. Nearly 30,000 of these cross as pedestrians, with approximately 14,500 passengers boarding either a San Diego Metropolitan Transit System bus or Trolley at the San Ysidro Transit Center. WSP's team consisting of planners, architects, and engineers developed conceptual options for light rail, bus services, private transportation, and pedestrian circulation. Components of the project included concepts to move and expand the San Diego Trolley light-rail transit platforms, redesign MTS and commercial bus terminals, create new pedestrian plazas and amenities, and develop a new multimodal street design for San Ysidro Blvd. These concepts will be evaluated based on approved criteria to determine which configuration will best lay the

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foundation for SANDAG's ultimate vision for a world-class mobility hub at the international border. The project is a multi-disciplinary mobility hub study requiring input from key stakeholders such as the transit agency (MTS), local jurisdiction (City of San Diego), Caltrans, and the federal government (GSA/CBP). The analysis and recommendations cover light rail, bus, bicycle, pedestrian, and vehicular modes in a congested light rail terminus area.

3. Project Understanding and Approach

DEMONSTRATE KNOWLEDGE OF THE WORK REQUIRED

Our team understands that the Kearny Mesa Transit Center (KMTC) Redevelopment is a conceptual planning and layout study intended to define the geometry, footprint, and operational feasibility of a new transit center facility.

The project requires development of up to four conceptual layout alternatives to evaluate how a transit center can function within the existing property, while accommodating required transit operations, passenger amenities, and potential future transit-oriented development (TOD).

Based on the RFP and preliminary concepts, key technical and operational considerations include:

<u>Transit Operations & Capacity</u>

- ✓ Accommodation of approximately 16 bus bays (including 40' and 60' buses). Our team has reviewed the existing bus service and the planned service by 2050 to confirm understanding of current needs and future needs of the transit center. This information is summarized below:

Existing Bus Service

Route	Description	Peak / Off Peak Freq	Vehicle Type	Terminus or Through
Local 20	Rancho Bernardo Transit Station – Downtown San Diego	15 min / 30 min	40'	Through
Local 25	Fashion Valley Transit Center – Kearny Mesa Transit Center	1 hour / 1 hour	40'	Terminus
Local 27	Pacific Beach – Kearny Mesa Transit Center	31 min / 30 min	40'	Terminus
Local 43	Balboa Ave Transit Center – Kearny Mesa Transit Center	15 min / 20 min	40'	Terminus
Local 44	Kearny Mesa Transit Center – Old Town Transit Center	10-15 min / 30 min	40'	Terminus
Express 120	Downtown San Diego – Kearny Mesa Transit Center	30 min / 30 min	40'	Terminus
Local 928	Fashion Valley Transit Center – Kearny Mesa Transit Center	30 min / 30 min	40'	Terminus
Rapid 235	Escondido Transit Center – Downtown San Diego	15 min / 15 min	60'	Through

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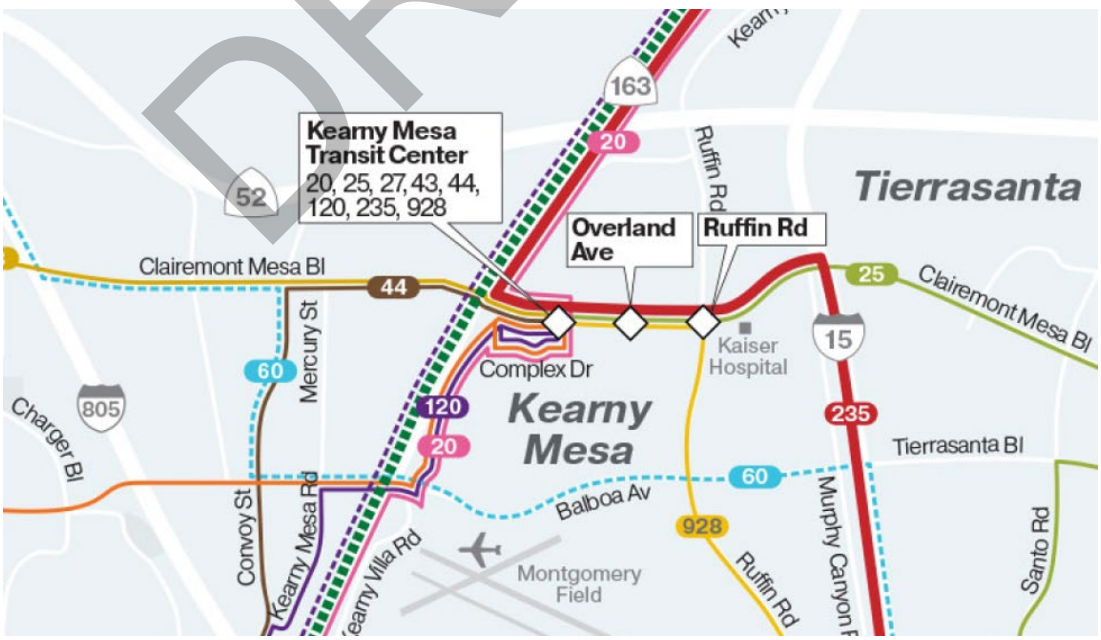
Planned Service by 2050

Route	Description	Peak / Off Peak Frequency
Local 43	Balboa Ave Transit Center - Kearny Mesa Transit Center	15 min / 15 min
Local 27	Pacific Beach - Kearny Mesa Transit Center	15 min / 15 min
Local 44	Old Town to Clairemont Square	12 min / 12 min
Local 928	Fashion Valley to Kearny Mesa	15 min / 15 min
Local 25	Fashion Valley to Kearny Mesa	15 min / 15 min
Rapid 235	Escondido to Downtown San Diego via I-15	10 min/ 10 min
Express 20	Kearny Mesa to Rancho Bernardo	15 min / 15 min
Arterial Rapid 120	Kearny Mesa to Downtown via Mission Valley	10 min / 10 min
Arterial Rapid 243	Pacific Beach to Tierrasanta via Clairemont Mesa	15 min / 15 min
Arterial Rapid 207	Balboa Avenue Trolley to Kearny Mesa via Balboa Avenue	15 min / 15 min
Freeway Rapid 880	El Cajon to UC San Diego via Santee, SR 52, Kearny Mesa, I-805, UTC (route adjustment to use new managed lane connector CC075)	10 min / 15 min
Mixed Rapid 484	Commuter Express: Carlsbad to Kearny Mesa via I-15; Palomar Airport Road, SR 78, I-15 Rancho Bernardo Transit Center	15 min / 15 min
Circulator 649	Kearny Mesa Loop via Balboa Avenue, Ruffner Street, Copley Park Place, and Overland Avenue	15 min / 15 min
Circulator 25	Fashion Valley to Kearny Mesa	TBD

✓ Efficient bus circulation and ingress/egress: Our team evaluated existing route services to understand current operational patterns and access points. The accompanying graphic illustrates how routes are anticipated to serve the Transit Center, including access via Clairemont Mesa Boulevard and Complex Drive, providing clarity for planning and design coordination.



✓ Bus turn template studies: Our team routinely conducts turning template analyses to confirm the adequacy of proposed geometric designs and access configurations. This approach provides MTS with confidence that concepts are operationally feasible and can advance into design with minimal revisions.

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Exhibit: Example turn template study

- ✓ Evaluation of on-site vs. off-site bus stop scenarios, compatibility with adjacent roadways (Clairemont Mesa Blvd and Complex Drive), and permitting implications: Our team has extensive experience navigating the City of San Diego Development Services Department (DSD) permitting process, including successful delivery on projects such as the MTS Iris Rapid Project, 12th and Imperial Transit Center, and work for clients including UC San Diego. MTS has relied on Dokken's in-depth understanding of DSD requirements, most notably during the MTS Bus Stop Listening Tour project. For example, historically, the City has required separate applications for individual bus stop improvements, often resulting in multiple reviewers, conflicting comments, extended review timelines, and administrative inefficiencies. Through early engagement, our team secured City approval to submit a single consolidated application for all 13 bus stops for the MTS Bus Stop Listening Tour project, significantly improving efficiency and reducing review time. Based on this experience, we recommend early coordination with DSD during the planning phase to confirm a streamlined permitting approach.

  During plan check, our team maintains a proactive approach, including consistent follow-up with reviewers and timely response to comments. ***This strategy has proven effective in expediting permit approvals, allowing us to deliver faster turnaround times relative to typical industry standards, an added benefit to MTS.***

  Given our team's deep understanding of City processes and MTS's goal to advance to construction as soon as possible, we have developed concepts that minimize or eliminate off-site improvements. In one Dokken alternative, the design leverages existing driveways to eliminate the need for City plan check review altogether. The concepts are also strategically phased so that, if and when a developer proceeds, any required off-site improvements can be implemented at that time. These exhibits are discussed and shown on pages 12 & 13.

Photo: Iris Transit Center VMS and Shelter

<u>Passenger Experience & Accessibility</u>

- ✓ ADA-compliant loading/unloading zones, paths of travel, crosswalks, and curb ramps
- ✓ Integration of shelters, real-time information systems (VMS), TVM, wayfinding, and ticket machines/retail kiosks
- ✓ Safe and intuitive movement between bus bays to minimize illicit crossings in drive aisles

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Site Constraints and Infrastructure

- ✓ Incorporation of existing utilities, topography, and as-built conditions into layout development
- ✓ Coordination with adjacent traffic operations and potential off-site improvements: The existing signal can handle both existing and planned bus service without modification.
- ✓ The Kearny Mesa Community Plan and its associated traffic analysis include a road diet on Clairemont Mesa Blvd to make room for dedicated transit/flex lanes, meaning that this signal has already been analyzed to handle more traffic with fewer lanes than today. All future bus services can be accommodated. However, and described in more detail on the following page, there are numerous City of San Diego plans for the Clairmont Mesa Blvd. Additional transit treatments identified within those plans would improve bus operations that can be considered during this conceptual phase or at a future time.

Multimodal and Support Facilities

- ✓ Accommodation of bike facilities, pedestrian connections, and support parking: Our team has carried out extensive research into various planning documents for this location. The table below summarizes those planning documents our team will take into consideration during concept development. Accommodating future improvements into the transit center design will minimize disruptions to MTS and transit operations should these plans come to fruition. This also creates an opportunity to evaluate proposed enhancements and coordinate with the City to ensure they maximize transit operational benefits when future improvements are implemented. Dokken will further assess which improvements may warrant advancement as part of the current project.

Plan	Notes
City of SD *Kearny Mesa Community Plan* / City of SD *General Plan* / City of SD *Pedestrian Master Plan*	• *Community Plan* contains local details tiering off *General Plan* & *Ped Master Plan* • Includes protected bikeways on Clairemont Mesa Blvd (Clairemont to Tierrasanta Bikeway) & Kearny Villa Rd (Linda Vista Rd to Clairemont Mesa Blvd Bikeway) • Surrounding land uses include mixed commercial, residential, and light industrial, with growth planned mostly in residential
SANDAG 2025 Regional Plan	• Envisions 14 bus routes (5 local, 1 express, 6 Rapid, 2 circulators) serving KMTC by 2050 • Includes protected bikeways on Clairemont Mesa Blvd & Kearny Villa Rd consistent with *Community Plan,* with implementation programmed by 2050
SANDAG Regional Bike Plan	• Largely superseded by SANDAG *Regional Plan* & broadly consistent with bike plans above
City of SD Mobility Master Plan	• Establishes framework for projects & prioritization, but does not prescribe specific improvements near KMTC
New Century Center Master Plan	• Older plan establishing commercial & light industrial uses in former General Dynamics parcels east/south of KMTC

- ✓ Inclusion of a driver break area, restrooms, and retail kiosk as identified in the conceptual layouts

Sustainability, Safety, and Compliance

- ✓ Full lighting and CCTV coverage for security
- ✓ Compliance with MTS Design Standards: Our team is well-versed in MTS design criteria and applicable guidelines, with extensive experience collaborating with key MTS groups including Capital Projects, Bus Operations, Rail Operations, IT, Maintenance, and Planning. This familiarity enables us to function as an extension of MTS early in the process, efficiently developing practical, implementable solutions aligned with agency expectations.
- ✓ TOD Integration: Evaluation of a ~20,000–35,000 SF TOD footprint, including tradeoffs between transit capacity and development potential

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- ✓ Integration of stormwater management, landscaping, and shading elements. MTS is classified as a Non-Traditional Phase II Small Municipal Separate Storm Sewer System (MS4). Postconstruction stormwater BMPs will be implemented using the MS4 PERMITTING PROGRAM COMPLIANCE AND IMPLEMENTATION POST CONSTRUCTION STORMWATER MANAGEMENT MANUAL. Based on the project type, it is anticipated that this project will be considered a Regulated Project and post construction BMPs, such as bioretention facilities, inlet filters, etc., will be required on the project. This project is on FEMA Map 03073C1610J located within Zone X, minimal flood hazard outside the 100 and 500-year floodplain.

Photo: Iris Transit Center Stormwater BMP

Concept Development

We understand that the ultimate goal is to produce clear concepts and recommendations that balance operational efficiency, constructability, cost, and long-term flexibility, all while supporting MTS's vision of a safe, accessible, and community-serving transit hub.

Our team collaborated over various meetings to advance the concepts provided in the RFP, as shown in the attached concept plan on pages 11 and 12. We believe these graphics further showcase our project understanding and potential opportunities to be considered by MTS. Our team has also developed a new "Dokken Concept" that is a phased approach with futureproofing in mind – see Innovative Approach section.

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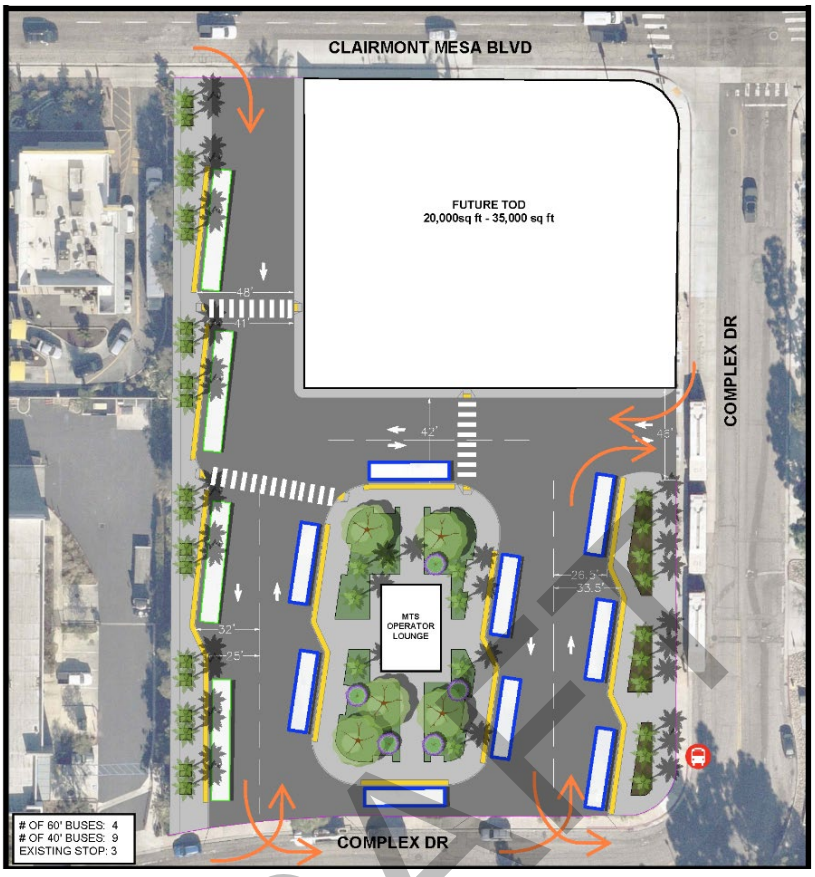
MTS Concept 1: Our team reviewed and refined the conceptual layout provided in the RFP to effectively accommodate all improvements within existing MTS property limits while maintaining the desired 16 bus bays. The design introduces new driveway access points along Complex Drive to support efficient and reliable bus circulation.

MTS Concept 2: Similarly, our team reviewed and refined the RFP concept to accommodate improvements within MTS property while designating a dedicated area for future Transit-Oriented Development (TOD). The design also identifies the existing bus stop along Complex Drive as a suitable location to serve bus bays displaced by TOD implementation.



EXPLANATION OF THE PROJECT/SERVICES REQUIRED

The previous section outlines, in detail, our team's comprehensive understanding of the project and the services required. The Dokken team appreciates the detailed scope that was prepared for the RFP and takes no exception to scope of work included in Exhibit A.

INNOVATIVE APPROACH AND INTERNAL MEASURES FOR TIMELY COMPLETION

Innovative Approach: Dokken developed a concept plan focused on maximizing the number of bus bays on-site while maintaining efficient circulation and operational flexibility. The proposed dual center island configuration optimizes bus movements within the facility, providing clear ingress and egress paths to support a range of route services.

The concept also strategically incorporates the use of existing driveways, reducing the need for additional access points and thereby limiting coordination and approval required through the City of San Diego. Dokken will also evaluate the profile of the existing driveways and incorporate any grading required to ensure buses do not bottom out within the project site. This approach streamlines project implementation by bypassing City approval while minimizing impacts to the surrounding roadway network.

A key feature of the proposed layout is its adaptability and ability to be implemented in phases, ensuring compatibility with future MTS needs, including potential transit-oriented development (TOD). Phase 1 is designed to meet immediate operational requirements while preserving flexibility for future needs. In Phase 2, the concept accommodates TOD by reducing the footprint of the center islands, allowing space for development while maintaining transit functionality. The operators' lounge building is intentionally placed during Phase 1 in a location that avoids conflicts with future Phase 2 improvements, minimizing disruption to operations.

Bus bays displaced by future TOD can be effectively relocated to on-street sawtooth configurations, which can be implemented and permitted through the City of San Diego at the appropriate time.

This phased approach ensures the site remains fully functional both in the near term and as it adapts to long-term development goals. The following page illustrates Dokken's Concept Phases 1 and 2.

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Dokken Concept Phase 1

Dokken Concept Phase 2

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Internal Measures for Timely Completion: We are a highly responsive and proactive teaming partner for MTS. Having worked on a variety of projects for MTS and the City of San Diego we understand where long lead items for decisions are and schedule coordination meetings early to get ahead of critical decisions and designs that need to be made. This is especially critical during the conceptual phase to avoid design surprises in subsequent design phases.

Challenge/Solution Matrix: Finally, one of the internal measures Dokken uses to ensure timely completion of the project is development of a challenge/solution matrix to best identify key project challenges, options for solutions, and mitigations strategies. These are prepared at the on-set of a project to keep critical items in mind for MTS and the design team. The following is a preliminary matrix developed for the KMTC project.

CHALLENGE	DOKKEN'S SOLUTION	BENEFIT TO MTS
Phasing for Improvements within City of San Diego Right of Way		
MTS desires an operational facility as soon as possible to meet grant requirements and improve operations. Processing the project through the City of San Diego Development Services Department (DSD) can be a lengthy process if improvements are made in the right of way.	Dokken will identify operational improvements within the City of San Diego right of way during the conceptual design phase, while also preparing an initial phase design that can operate efficiently from opening day without work within the City right of way.	Designing an initial phase that does not require improvements within the City right of way, will allow construction to begin 6 months to one year earlier than a project that requires City of San Diego approval. Operational improvements (such as Transit Priority Signaling) can then be concurrently processed and installed after construction begins, allowing the transit center to be operational sooner.
Phasing for a Transit Oriented Development (TOD)		
The project should be designed to accommodate a future TOD with a footprint of 20,000-35,000 square feet. Careful consideration should be taken so that when the TOD construction commences, there will be minimal impacts on the transit center operations.	Dokken will prepare a conceptual design that allows the transit center to be fully functional during construction of the TOD. Locations for relocated bus bays displaced during the TOD construction will be identified early in the design process. These locations could be within the project site or street side within the City right of way, while still maintaining a pedestrian connection to the Transit Center.	Identifying the location for all bus bays required for the ultimate build out early on in the process will ensure an operational facility throughout TOD construction. Additionally, if work is required in the City right of way then permitting can begin with the City earlier in the process to ensure those improvements are made prior to TOD construction.
Building Consensus for Site Layout		
The project will evaluate several site layout alternatives. Gaining consensus from all MTS stakeholders on a preferred alternative can extend the project schedule if it is not approached and coordinated adequately.	Dokken has extensive experience working with MTS to develop preferred conceptual designs with input from multiple MTS departments. We understand the needs of each of the various MTS departments and how to balance those against each other. Although not explicitly mentioned in the proposed scope of work, we have found that adding a design workshop after the site assessment phase and prior to concept development helps facilitate the design.	Implementing a design workshop prior to initiating conceptual design allows for input and concerns to be heard from all MTS stakeholders. Getting this input up front allows us to produce high quality conceptual designs initially, resulting in a quicker path to consensus.
Design for the Future		
Both the City of San Diego Kearny Mesa Community Plan and the SANDAG Regional Plan envision Clairemont Mesa Blvd as a 4-Lane Major Arterial with 2 Flexible Lanes and Protected Bikeways.	Dokken will design the transit center improvements so as not to preclude future regional improvements.	Accommodating future improvements into the transit center design will minimize any future disruption to the transit center during the construction of those improvements. It also provides an opportunity to evaluate the proposed improvements and coordinate with the City to ensure they are maximizing transit operational benefits. Dokken will also evaluate if any of those improvements should be considered for advancement.

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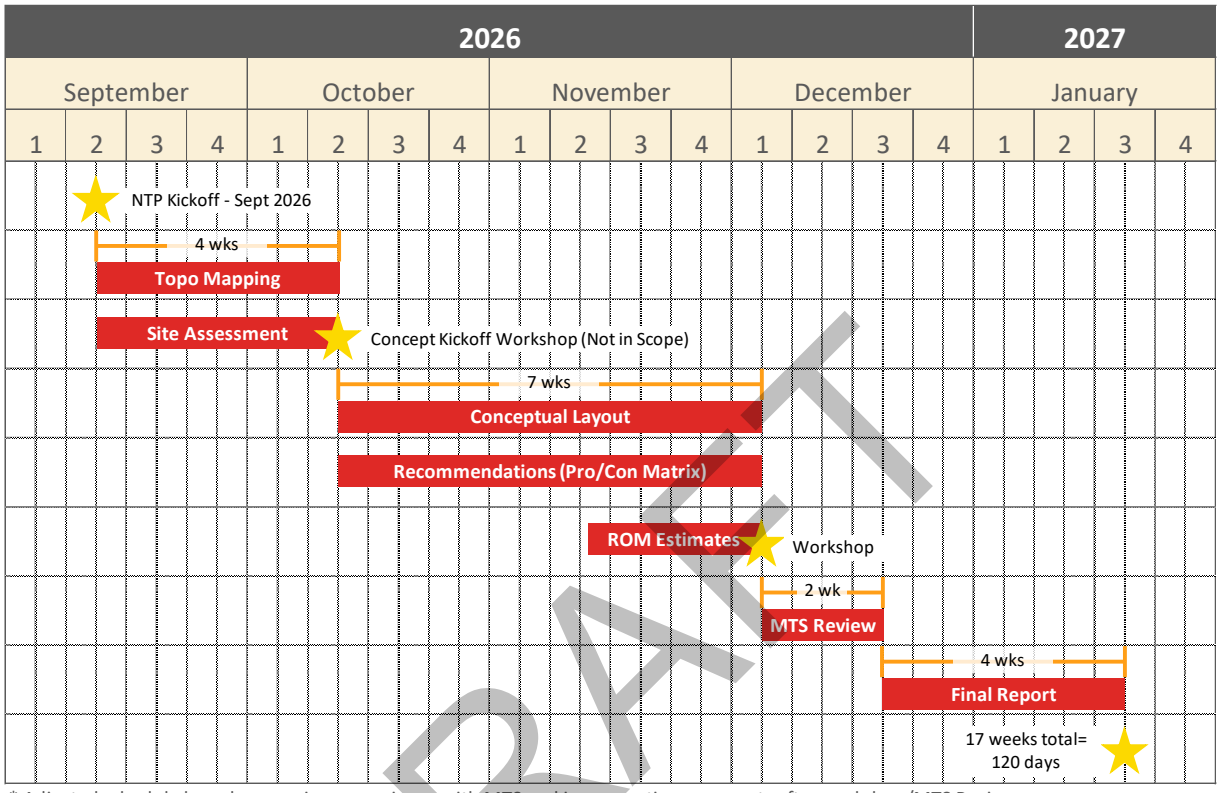
4. Schedule

Our team of experts is ready to begin work immediately following NTP. Our experienced team will mobilize quickly – scheduling surveys, requesting existing documents/reports, and assigning technical resources at the onset of the project and fully ramp up to meet MTS's schedule.



* Adjusted schedule based on previous experience with MTS and incorporating comments after workshop/MTS Review.

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LOCAL RESOURCES FOR PROPOSED SERVICES

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

The Dokken team's key staff are locally based in San Diego, which allows us to attend meetings on a moment's notice, rapidly visit job sites, and maintain effective interactions with MTS and other stakeholders to the project. The team is structured to provide MTS with personnel who are most familiar and experienced with delivering projects similar to the KMTC Redevelopment project but has also worked together to successfully deliver MTS projects such as SBMF ZEB Concept Plan and Final Engineering project, IAD ZEB Concept Plan and Final Engineering project, and the Clean Transit Advancement Campus, all of which will be at substantial completion when the NTP is issued.

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

5. DBE Subcontractor Utilization Plan

Dokken Engineering maintains a strong commitment to Equal Opportunity in our hiring practices, training, promotions, and sub-contracting. We have supported and participated in the Caltrans and SANDAG outreach programs to small minority consultants. Dokken Engineering is pleased to team up with subconsultants who are both highly qualified in their fields and are also small and disadvantaged firms. The following table lists our team's small and disadvantaged business firms and their certifications.

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

Metropolitan Transit System

EXHIBIT A: RESUMES

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Exhibit A: Resumes

DOKKEN ENGINEERING

MARK TARRALL, PE
PROJECT MANAGER

EDUCATION

1997, MS Civil Engineering
Georgia Tech

1996, BS Civil Engineering
Virginia Tech

REGISTRATION

California Professional Civil Engineer, #C71953

EXPERIENCE

27 Years

AFFILIATIONS

American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

American Council of Engineering Companies (ACEC)

Mr. Mark Tarrall has over 27 years of experience and specializes in the management, permitting and design of transportation related projects including local roadway, interchange, bike path, highway widening, and transit projects. Mr. Tarrall has led both local agency, transit, and Caltrans projects through the concept planning, preliminary engineering, Environmental Document approval, right of way acquisition, and preparation of PS&E. He is experienced in geometric designs, ADA analysis, drainage design, utility coordination, environmental permitting, public outreach, and Caltrans and local agency procedures and standards.

EXPERIENCE

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

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

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

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

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DOKKEN ENGINEERING

KIMBERLY WENDER, PE, ENV SP

PROJECT ENGINEER

EDUCATION

2008, BS Civil Engineering
University of Connecticut

REGISTRATION

California Professional Civil Engineer, #C85674

Envision Sustainability Professional

Qualified SWPPP Developer, #85674

EXPERIENCE

18 Years

AFFILIATIONS

American Public Works Association (APWA)

American Council of Engineering Companies (ACEC)

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

EXPERIENCE

12th and Imperial Transit Center Rehabilitation, San Diego, CA | Project Manager for the conceptual and Final Design services for the MTS 12th and Imperial Transit Center Rehabilitation. The project includes a new trolley platform and 12 bus bays to accommodate current and future bus routes. The project includes reserving dedicated space for future developers, a west-bound bus only lane along Imperial Blvd, new traffic signals, coordination with City of San Diego traffic, new and relocated utilities, stormwater management, coordination with CPUC, planning for electric bus charging, DSD permits and approvals.

Imperial Avenue Division ZEB Phase 1, San Diego CA | Project Engineer for the concept development and final engineering for Phase 1 of the new Battery Electric Bus (BEB) infrastructure at the Imperial Avenue Division in San Diego, CA. The project will accommodate a minimum of 30 new forty-foot electric buses, infrastructure and overhead gantry, 3;1 charging ratio, platform mounted cabinet equipment, switchgear installation, solar panels, battery storage, and a backup generator.

Clean Transit Advancement Campus, San Diego, CA | Project Engineer responsible for the engineering design services for feasibility analysis of the proposed CTAC site improvements. Efforts included coordination with MTS regarding anticipate fleet size, building needs and locations, number of staff, and bus maintenance facility requirements. The team developed four conceptual site layouts for the electric bus operations. Including evaluation of site grading, retaining wall location, drainage improvements, utility impacts, and building massing, along with performing a geotechnical paper study to evaluate existing site conditions and substrata.

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

Vine Street Layover Facility, Riverside Transit Agency, Riverside, CA | Project Engineer for the temporary layover facility for eight RTA buses, relocating them from curbside within Downtown Riverside to Vine Street. Layover facility included restrooms, security office, and lounge area in portable trailer.

MTS Bus Stop Improvements, San Diego, CA | Project Engineer, as a subconsultant to ND Construction Company, for the civil engineering services to provide construction plans for thirty (30) MTS bus stop locations throughout the San Diego County region. The project consisted of bus stop enhancements requiring electrical service for new illuminated advertisement panes on the bus stop shelters.

DRAFT

DOKKEN ENGINEERING

JUSTIN THORNBER, PE
SITE LAYOUT

EDUCATION
2010, BS Civil Engineering
San Diego State University

REGISTRATION
California Professional Civil Engineer, #C88901

EXPERIENCE
16 Years

AFFILIATIONS
American Society of Civil Engineers (ASCE)

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

EXPERIENCE

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

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

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

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

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

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

DRAFT

DOKKEN ENGINEERING

JENA ADDENBROOK, PE
UTILITIES

EDUCATION
2008, BS Civil Engineering
San Diego State University

REGISTRATION
California Professional Civil Engineer, #C82544

EXPERIENCE
18 Years

AFFILIATIONS
American Society of Civil Engineers (ASCE)

Ms. Jena Addenbrooke has 18 years of roadway design experience, specializing in the area of utility coordination. She has extensive understanding and complies with the FHWA's regulations and requirements under Code of the Federal Regulations governing utility relocations to ensure proper and complete utility clearance prior to Right-of-Way certification. She communicates clearly and efficiently with utility companies, municipal utility departments, clients, Caltrans, and subconsultants to ensure this critical project function is thoroughly and timely addressed.

EXPERIENCE

E Palomar Street Transit Station, Park & Ride and DAR at I-805, Chula Vista, CA | The project widened the existing Palomar Street bridge overcrossing from a two-lane to four-lane roadway, constructed a new direct access ramp for bus transit & carpools, and established two new park and ride lots along with a new transit transfer station for the South Bay Bus Rapid Transit system. Jena assisted in utility coordination during the design phase of the I-805 Palomar DAR project. She identified potential utility conflicts, prepared pothole plans, monitored potholing activities in the field, and verified utility conflicts for the project. Jena coordinated with utility companies, construction managers, and design representatives to ensure conflicts were identified and relocation designs were completed for Caltrans utility certification.

Mid-Coast Corridor Transit Project, San Diego, CA | The Mid-Coast Corridor Transit Program improvements include the $2B 10.9-mile extension of the Trolley Blue Line, double tracking of 4.5-miles of the existing LOSSAN rail corridor, and the new Rose Creek Bikeway connection. The Mid-Coast project required over $90M in dry utility relocations involving 15 different utility companies, along with new 12kV electrical and telephone services. Construction for this project was completed November 2021. Jena assisted with coordination of dry utility relocations for the project. She is responsible for coordinating all utility designs with the respective companies, ensuring relocations are compatible with the combined project plans, processing traffic control and right of way permits for the utility owners, developing and maintaining utility relocation schedules, facilitating coordination meetings with utility companies, and providing construction support during dry utility relocations.

SR-11 Otay Mesa East Port of Entry Project, San Diego, CA | The SR-11 Otay Mesa East Port of Entry Project is constructing a modern land Port of Entry for the San Diego-Baja California region. Jena has assisted with coordination of the SDG&E and Calpine gas main relocations, completed in November 2022 and June 2023. She was responsible for preparing and maintaining utility relocation schedules, reviewing proposed designs and cost estimates, and providing support for applicable right of way and permitting requirements. Jena is also coordinating service requests for new power, telephone, and communication services. She is responsible for coordinating with the various utility representatives in designing service routes and points of connection, preparing, and submitting service requests, assisting in development of designs, assisting with Caltrans encroachment permit exceptions, and maintaining new service schedules from design through construction.

Revelle Utility Improvement Project, UCSD, San Diego, CA | Jena provided construction support for the utility infrastructure upgrade project, which included new water and sewer mains and new electrical duct bank. Dokken Engineering prepared the plans, specifications and estimate for over 1,000' of new electrical duct bank, 1000' of new 8" potable water main and over 1,500' of new 12" sewer main. Extensive coordination to ensure that the facilities were adequately sized, future utility connections were coordinated, and project footprints were cleared.

DRAFT

Parametrix

PETE RUSCITTI

TRANSIT PLANNING/TRAFFIC

Mr. Pete Ruscitti is a dynamic leader who excels in guiding teams of planners and engineers to address intricate challenges and craft exceptional infrastructure solutions that enhance communities. With expertise in conceptual design, mobility analysis, and policy development, Pete manages a diverse portfolio of projects and programs ranging from public transit systems and rail to complete streets, bikeways, pedestrian facilities, corridors, and multimodal hubs. He skillfully navigates complex regulatory and permitting processes, ensuring that projects not only meet high standards of quality but also align with community needs and expectations. Pete's multifaceted role reflects his commitment to creating infrastructure that fosters connectivity and accessibility while driving positive change in the communities he serves.

EDUCATION

2011, Master of Public Policy
University of California Los Angeles

2003, BS, Economics
University of Pennsylvania

EXPERIENCE

16 Years

AFFILIATIONS

American Planning Association, San Diego Section (Board Member)

EXPERIENCE

San Diego MTS 12th and Imperial Transit Center Rehabilitation, San Diego, CA | Pete is the subconsultant project manager for the expansion of San Diego's busiest light-rail station to add a new rail platform and 12 new bus bays integrated with transit-oriented residential development. Pete and the Parametrix team are leading transit operations planning, active transportation planning, traffic analyses, and roadway and intersection design, including designing an exclusive bus lane along Imperial Avenue to prioritize bus access to the transit center, from the project's conceptual phase through final design.

County of San Diego Planning for First Mile/Last Mile Transportation Solutions, San Diego County, CA | Pete serves as subconsultant project manager for the development of "first mile/last mile" mobility options to encourage the use of public transit, bicycle, and pedestrian modes in the County of San Diego's 29 unincorporated villages. Stemming from the County's Climate Action Plan, the proposed solutions include both physical infrastructure, such as sidewalks and crossings, as well as mobility services like shuttles and microtransit. Pete and the project team are analyzing the specific needs of each village, identifying a range of options to encourage non-automobile travel, and evaluating their costs and benefits to identify the most promising strategies to help achieve the County's mobility and climate goals.

City of Sacramento Stockton Boulevard Multimodal Partnership & BRT, Sacramento, CA | Pete serves as subconsultant deputy project manager for the planning and design of a nine-mile urban BRT corridor connecting downtown Sacramento to multiple communities. Pete is leading the evaluation of corridor conditions and the opportunities for mobility and safety improvements across all modes. Following this reimagining of the corridor, Pete will lead mobility and traffic analyses and support the civil design process to 100%.

SANDAG San Ysidro Mobility Hub Phase 1, San Diego, CA | Pete served as the project manager for the conceptual design and evaluation of multimodal improvements at the San Ysidro Transit Center, a central regional transit hub adjacent to one of the world's busiest international border crossings. He led the project team in developing concepts to relocate and expand the Trolley platforms, redesign bus terminals and pedestrian plazas, and create a new multimodal street design, including an exclusive BRT lane for San Ysidro Boulevard, while laying the foundation for SANDAG's ultimate vision of a world-class mobility hub.

NCTD BREEZE Bus Speed & Reliability Study, San Diego County, CA | Pete served as project manager and analysis lead for the identification, conceptual design, and evaluation of potential speed and reliability improvements for ten high-priority BREEZE bus routes across North County San Diego.

DRAFT

RICHARD BOTTCHER, PE

STORMWATER

EDUCATION

1983, Masters in Engineering
Cornell University

1982, Bachelors in Engineering
Cornell University

REGISTRATION

California Professional Civil Engineer, #C47080

EXPERIENCE

43 Years

Mr. Richard (Rick) Bottcher has 43 years of experience serving as a project manager, program manager, stormwater manager, and planning and design engineer. Ricks expertise includes transportation drainage system design, stormwater pollution prevention, streambed restoration, riverine hydraulics, bridge scour analysis, watershed management, water resource resiliency and adaptation design, and groundwater and surface water hydrology. He has developed extensive knowledge in coastal adaptation strategies, flood control, regulatory agency coordination, and design for aquatic organism passage. Rick has supervised designs and conducted hydraulic and hydrologic analyses for numerous stormwater and flood control systems for major transportation projects throughout California, Arizona, Colorado, Texas, Saudi Arabia, Oman, and Guam..

EXPERIENCE

MTS Phase 2 Implementation Plan, San Diego, CA | Project Manager assisted the MTS with the development of documents and compliance programs required for enrollment as a non-traditional small municipal separate storm sewer system discharger in accordance with the State Water Resources Control Board Order No. 2013-001-Division of Water Quality. Rick oversaw the effort which provided MTS with an implementation plan, a stormwater management plan, a public education and outreach program, mapping of their entire drainage system on geographic information system, total maximum daily load compliance, and best management practice standard design with operations and management guidelines. The project included all properties and facilities within the MTS jurisdiction including 103 miles of light rail transit, 53 light rail transit stations, three light rail transit maintenance facilities, five bus maintenance facilities, 108 miles of railway, and 11 additional miles of light rail transit and nine stations under construction.

Otay Mesa East Point of Entry, San Diego, San Diego, CA | Stormwater Manager and Quality Manager prepared detailed plans, specifications, and estimates for the State Route 905 and State Route 125 Interchange approximately 2.7 miles east to the proposed Port of Entry. Rick supervised the connectors project which proposed the construction of two new freeway-to-freeway connectors that would connect State Route 125 with State Route 905 and State Route 11. He prepared the drainage plans, profiles and details, hydraulic and hydrologic modeling, and 3D modeling. Rick managed the drainage design engineering team and provided quality assurance and quality control.

Guam Island Wide Program Management Services, Tamuning, Guam | Stormwater manager developed a drainage master plan that involved 300 conceptual drainage projects, including cost estimating, prioritization using 15 ranking factors, coordination with mayoral personnel, geographic information system mapping, and report preparation for the Government of Guam Department of Public Works.

Voigt Drive Realignment, San Diego, CA | Stormwater manager and quality manager prepared detailed plans, specifications, and estimates for the State Route 905 and State Route 125 Interchange approximately 2.7 miles east of the proposed Otay Mesa East Point of Entry. Rick managed the drainage design engineering team and provided quality assurance and quality control. WSP, as a subconsultant, provided architectural and engineering services for this project. WSP provided program management for the realignment of Voigt Drive, prepared PS&E for the proposed South Bay Bus Rapid Transit Corridor, and prepared all documents for drainage facilities required for the U.S. 125/905/11 southbound connectors.

DRAFT

CARY ELS, LEED AP

ARCHITECTURE/FACILITIES

EDUCATION

2000, Bachelor of Architecture
University of Houston

REGISTRATION

LEED Accredited Professional

EXPERIENCE

22 Years

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

EXPERIENCE

MTS East County Bus Maintenance Facility Design, San Diego, CA | Led the project for a new bus maintenance and operations facility, including administrative offices, CNG fueling lanes, and parking for a fleet of 120 CNG buses. The project involved demolishing and rebuilding existing structures without disrupting ongoing operations. WSP provided design services for a new 50,000-square-foot LEED-certified facility supporting 120 compressed natural gas (CNG) buses. The scope included maintenance, operations, and administrative spaces, along with CNG fueling lanes, a bus wash, and extensive parking. The site was completely regraded and paved in phases to maintain uninterrupted transit operations while existing buildings were demolished and rebuilt.

RTD Reimagine, Denver, CO | Task lead assessing facility modifications and infrastructure upgrades for BEB charging at seven RTD facilities, considering a fleet of over a thousand buses and planning for diesel-to-electric transitions. WSP provided planning services to help RTD partner with local jurisdictions to create accessible and safe first- and last-mile commutes to stations for travelers. The firm also created a mobility plan. The project included a comprehensive redesign of RTD's services and provided a framework to guide future decision-making for the district. It focused on financial sustainability and current and projected demographic and workforce trends, future projects, on-demand mobility services, and other technology integration to develop a new mobility plan for the region.

Translink Marpole Transit Centre, Vancouver, BC, Canada | Task lead who developed programming and conceptual design for a new transit center to accommodate 300 BEBs, including maintenance buildings, parking garages, and charging systems. Conceptual design included programming, site analysis and initial planning for a Maintenance Building, a Parking Garage with covered bus parking, an electric bus pantograph charging systems, Administrative Offices, employee parking, and onsite bus route planning for morning drive out, evening drive-in / fuel / wash / park.

Charlotte Bus Facility Final Design and Construction, Charlotte, NC | Developed equipment specifications for two major bus maintenance facilities. For the Davidson Facility, Cary supported final design efforts for a ten-bay municipal maintenance center featuring a steam wash bay, rebuild area, and offices. WSP led conceptual design and construction management of a large transit operations complex with multiple buildings, repair bays, fueling stations, wash bays, a paint and body shop, component rebuild areas, and administrative spaces.

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ATTACHMENT B
NEGOTIATED FEE PROPOSAL

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Work Order Estimate Summary

MTS Doc. No.	PWL353.0-22
Work Order No.	WOA353-AE-68
Attachment:	B

Work Order Title: KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	$424,265.71
2	ODC	Other Direct Costs	$2,700.00
		Totals =	**$426,965.71**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management	207.0	$62,420.19
2	Task 2	Site Assessment	279.0	$63,353.32
3	Task 3	KMTC Conceptual Layout and Design	1,149.0	$248,629.71
4	Task 4	Final Firm Recommendation	215.0	$52,562.49
5				
5				
6				
7				
8				
9				
10				
		Totals =	**1,850.0**	**$426,965.71**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Dokken Engineering	1,063.0	$229,031.39
			x	Aguirre & Associates	55.0	$14,330.82
				Parametrix	510.0	$110,300.60
				WSP USA Inc.	222.0	$73,302.90
				Totals =	**1,850.0**	**$426,965.71**

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Work Order Estimate
Summary

Consultant/Subconsultant: **Dokken Engineering**

Total Hours = **1,063**

Total Costs = **$229,031.39**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Project Manager	Task Manager	Engineer - Senior	Engineer - Senior	Engineer - 2	Engineer - 1	Total Hours	Totals
				$ 347.09	$ 335.81	$ 246.09	$ 235.01	$ 235.01	$ 174.24	$ 128.93		
1	**Task 1**	**Project Management**										
1.1	Project Administration			16							16	$5,553.44
1.2	PDT Meetings			12	12		9				33	$10,309.89
1.3	Project Schedule			5							5	$1,735.45
1.4	Project Coordination			16	10						26	$8,911.54
1.5	Monthly Status Reports			5							5	$1,735.45
1.6	QA/QC			20		20					40	$11,863.60
	Total ODCs for Task 1											
		Subtotals (Hours) =	N/A	74	22	20	9				125	$40,109.37
		Subtotals (Costs) =		$25,684.66	$7,387.82	$4,921.80	$2,115.09				**125**	**$40,109.37**
2	**Task 2**	**Site Assessment**										
2.1	Analysis and Site Assessment			2	6		12	10	10		40	$9,621.66
2.2	Review Traffic Flow and Signaling			2	6		12		10		30	$7,271.56
2.3	Topographic Basemapping			1	1		1		12		15	$3,008.79
2.4	Record As-Built Drawing and Title Reports			2	5		4	10	10		31	$7,405.77
2.5												
2.6												
	Total ODCs for Task 2											
		Subtotals (Hours) =	N/A	7	18		29	20	42		116	$27,307.78
		Subtotals (Costs) =		$2,429.63	$6,044.58		$6,815.29	$4,700.20	$7,318.08		**116**	**$27,307.78**
3	**Task 3**	**KMTC Conceptual Layout and Design**										
3.1	Provide Circulation Patterns			6	16		30		30	50	132	$26,179.50
3.2	Footprint of Amenities and General Layout			6	16		36	20	80	120	278	$50,026.86
3.3	Recommendations and Alternatives Matrix/ROM Cost Estimates			4	8		36			40	88	$17,692.40
3.4	Site Analysis Recommendations			4	5		10		20		39	$8,902.31
3.5	Conceptual Layout Package			4	10		20		36	40	110	$20,876.50
3.6	MTS Workshop			12	12				8	12	44	$11,135.88
	Total ODCs for Task 3											
		Subtotals (Hours) =	N/A	36	67		132	20	174	262	691	$134,813.45
		Subtotals (Costs) =		$12,495.24	$22,499.27		$31,021.32	$4,700.20	$30,317.76	$33,779.66	**691**	**$134,813.45**
4	**Task 4**	**Final Firm Recommendation**										
4.1	Conceptual Layout Recommendations Base (4)			6	20		25		40	40	131	$26,800.79
	Total ODCs for Task 4											
		Subtotals (Hours) =	N/A	6	20		25		40	40	131	$26,800.79
		Subtotals (Costs) =		$2,082.54	$6,716.20		$5,875.25		$6,969.60	$5,157.20	**131**	**$26,800.79**
	Totals (Summary) =										**1,063**	**$229,031.39**
	Total (Hours) =		N/A	123	127	20	195	40	256	302	1063	
	Total (Costs) =			$42,692.07	$42,647.87	$4,921.80	$45,826.95	$9,400.40	$44,605.44	$38,936.86		$229,031.39
	Percentage of Total (Hours) =		N/A	12%	12%	2%	18%	4%	24%	28%	100%	
	Percentage of Total (Costs) =			19%	19%	2%	20%	4%	19%	17%		100%

DRAFT

Work Order Estimate Summary

Consultant/ Subconsultant: **Dokken Engineering**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		**Totals =**	

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Work Order Estimate
Summary

Consultant/Subconsultant: **Aguirre & Associates**

Total Hours = **55**

Total Costs = **$14,330.82**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Surveyor - 3	Surveyor - Senior	Party Chief	Chainman				Total Hours	Totals
				$ 130.32	$ 189.02	$ 263.29	$ 258.77					
1	**Task 1**	**Project Management**										
1.1	Project Administration											
1.2	PDT Meetings											
1.3	Project Schedule											
1.4	Project Coordination											
1.5	Monthly Status Reports											
1.6	QA/QC											
	Total ODCs for Task 1											
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
2	**Task 2**	**Site Assessment**										
2.1	Analysis and Site Assessment											
2.2	Review Traffic Flow and Signaling											
2.3	Topographic Basemapping			8	15	16	16				55	$12,230.82
2.4	Record As-Built Drawing and Title Reports											
2.5												
2.6												
	Total ODCs for Task 2		$2,100.00									$2,100.00
		Subtotals (Hours) =	N/A	8	15	16	16				55	$14,330.82
		Subtotals (Costs) =	$2,100.00	$1,042.56	$2,835.30	$4,212.64	$4,140.32				**55**	**$14,330.82**
3	**Task 3**	**KMTC Conceptual Layout and Design**										
3.1	Provide Circulation Patterns											
3.2	Footprint of Amenities and General Layout											
3.3	Recommendations and Alternatives Matrix/ROM Cost Estimates											
3.4	Site Analysis Recommendations											
3.5	Conceptual Layout Package											
3.6	MTS Workshop											
	Total ODCs for Task 3											
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
4	**Task 4**	**Final Firm Recommendation**										
4.1	Conceptual Layout Recommendations Base (4)											
	Total ODCs for Task 4											
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
	Totals (Summary) =										**55**	**$14,330.82**
	Total (Hours) =		N/A	8	15	16	16				55	
	Total (Costs) =		$2,100.00	$1,042.56	$2,835.30	$4,212.64	$4,140.32					$14,330.82
	Percentage of Total (Hours) =		N/A	15%	27%	29%					71%	
	Percentage of Total (Costs) =		15%	7%	20%	29%						71%

DRAFT

Work Order Estimate
Summary

Consultant/ Subconsultant: **Aguirre & Associates**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

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	Aerial Mapping	LS	$2,100.00			1	$2,100.00						
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =	**$2,100.00**	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Aerial Mapping											**1**	**$2,100.00**
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		**Totals =**	**$2,100.00**

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Work Order Estimate
Summary

Consultant/Subconsultant: **Parametrix**

Total Hours = **510**

Total Costs = **$110,300.60**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Project Manager (Pete Ruscitti) $ 305.91	Project Manager (Ryan Whipple) $ 305.91	Engineer - 3 (Bri Adams) $ 158.09	Engineer - 3 (Mac Grosel) $ 158.09	Planner - Senior (Ghazal Hasani) $ 219.09	Planner - 2 (Sharanya Varma) $ 136.73	Designer - Senior (Melanie Duenas) $ 234.12	Admin - 3 (Carolina Booth) $ 150.86	Project Controls - 3 (Shannon Ihlen) $ 142.81	Total Hours	Totals
1	**Task 1**	**Project Management**												
1.1	Project Administration			6				6			4	4	20	$4,324.68
1.2	PDT Meetings			12	12								24	$7,341.84
1.3	Project Schedule													
1.4	Project Coordination			4	6								10	$3,059.10
1.5	Monthly Status Reports													
1.6	QA/QC													
	Total ODCs for Task 1													
		Subtotals (Hours) =	N/A	22	18			6			4	4	54	$14,725.62
		Subtotals (Costs) =		$6,730.02	$5,506.38			$1,314.54			$603.44	$571.24	**54**	**$14,725.62**
2	**Task 2**	**Site Assessment**												
2.1	Analysis and Site Assessment			8	8	20		24	32	4			96	$18,626.36
2.2	Review Traffic Flow and Signaling				4		8						12	$2,488.36
2.3	Topographic Basemapping													
2.4	Record As-Built Drawing and Title Reports													
2.5														
2.6														
	Total ODCs for Task 2		$600.00											$600.00
		Subtotals (Hours) =	N/A	8	12	20	8	24	32	4			108	$21,714.72
		Subtotals (Costs) =	$600.00	$2,447.28	$3,670.92	$3,161.80	$1,264.72	$5,258.16	$4,375.36	$936.48			**108**	**$21,714.72**
3	**Task 3**	**KMTC Conceptual Layout and Design**												
3.1	Provide Circulation Patterns			8	8	4	24	16	20				80	$15,561.12
3.2	Footprint of Amenities and General Layout													
3.3	Recommendations and Alternatives Matrix/ROM Cost Estimates			8	8	14	14	30	20	8			102	$20,501.34
3.4	Site Analysis Recommendations			6	6	8	8	8		4			40	$8,889.56
3.5	Conceptual Layout Package			4	8	24	24			8			68	$13,132.20
3.6	MTS Workshop			12	12								24	$7,341.84
	Total ODCs for Task 3													
		Subtotals (Hours) =	N/A	38	42	50	70	54	40	20			314	$65,426.06
		Subtotals (Costs) =		$11,624.58	$12,848.22	$7,904.50	$11,066.30	$11,830.86	$5,469.20	$4,682.40			**314**	**$65,426.06**
4	**Task 4**	**Final Firm Recommendation**												
4.1	Conceptual Layout Recommendations Base (4)			8	8			6	6	6			34	$8,434.20
	Total ODCs for Task 4													
		Subtotals (Hours) =	N/A	8	8			6	6	6			34	$8,434.20
		Subtotals (Costs) =		$2,447.28	$2,447.28			$1,314.54	$820.38	$1,404.72			**34**	**$8,434.20**
	Totals (Summary) =												**510**	**$110,300.60**
	Total (Hours) =		N/A	76	80	70	78	90	78	30	4	4	510	
	Total (Costs) =		$600.00	$23,249.16	$24,472.80	$11,066.30	$12,331.02	$19,718.10	$10,664.94	$7,023.60	$603.44	$571.24		$110,300.60
	Percentage of Total (Hours) =		N/A	15%	16%		15%	18%	15%	6%	1%	1%	86%	
	Percentage of Total (Costs) =		1%	21%	22%		11%	18%	10%	6%	1%	1%		90%

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Work Order Estimate
Summary

Consultant/ Subconsultant: **Parametrix**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2	Traffic Counts	1	$600.00			1	$600.00						
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =	**$600.00**	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2	Traffic Counts											**1**	**$600.00**
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		**Totals =**	**$600.00**

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Work Order Estimate Summary

Consultant/Subconsultant: **WSP USA Inc**

Total Hours = **222**

Total Costs = **$73,302.90**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Admin - 1	Architect - Senior	Engineer - Senior	Engineer - Principal	Planner - 1	Planner - 2	Project Controls - 2	Total Hours	Totals
				$ 73.85	$ 269.59	$ 270.90	$ 346.55	$ 129.12	$ 197.95	$ 181.45		
1	**Task 1**	**Project Management**										
1.1	Project Administration											
1.2	PDT Meetings					20					20	$5,418.00
1.3	Project Schedule											
1.4	Project Coordination											
1.5	Monthly Status Reports					8					8	$2,167.20
1.6	QA/QC											
	Total ODCs for Task 1											
		Subtotals (Hours) =	N/A			28					28	$7,585.20
		Subtotals (Costs) =				$7,585.20					**28**	**$7,585.20**
2	**Task 2**	**Site Assessment**										
2.1	Analysis and Site Assessment											
2.2	Review Traffic Flow and Signaling											
2.3	Topographic Basemapping											
2.4	Record As-Built Drawing and Title Reports											
2.5												
2.6												
	Total ODCs for Task 2											
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
3	**Task 3**	**KMTC Conceptual Layout and Design**										
3.1	Provide Circulation Patterns											
3.2	Footprint of Amenities and General Layout					20	68				88	$28,983.40
3.3	Recommendations and Alternatives Matrix/ROM Cost Estimates						28				28	$9,703.40
3.4	Site Analysis Recommendations											
3.5	Conceptual Layout Package						16				16	$5,544.80
3.6	MTS Workshop						12				12	$4,158.60
	Total ODCs for Task 3											
		Subtotals (Hours) =	N/A			20	124				144	$48,390.20
		Subtotals (Costs) =				$5,418.00	$42,972.20				**144**	**$48,390.20**
4	**Task 4**	**Final Firm Recommendation**										
4.1	Conceptual Layout Recommendations Base (4)						50				50	$17,327.50
	Total ODCs for Task 4											
		Subtotals (Hours) =	N/A				50				50	$17,327.50
		Subtotals (Costs) =					$17,327.50				**50**	**$17,327.50**
		Totals (Summary) =									**222**	**$73,302.90**
		Total (Hours) =	N/A			48	174				222	
		Total (Costs) =				$13,003.20	$60,299.70					$73,302.90
		Percentage of Total (Hours) =	N/A			22%	78%				100%	
		Percentage of Total (Costs) =				18%	82%					100%

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Work Order Estimate
Summary

Consultant/ Subconsultant: **WSP USA Inc.**

Work Order Title: **KEARNY MESA TRANSIT CENTER (KMTC) REDEVELOPMENT**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		**Totals =**	

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Metropolitan Transit System

Agenda Item No. 29

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

License Agreement for a Copley Park Division Digital Information Board Project; California Environmental Quality Act (CEQA) Exemption; and Approval of Project

RECOMMENDATION:

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

1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G3205.0-26 (in substantially the same format as Attachment A) with Clear Channel Outdoor, LLC, for a license agreement to construct and operate a digital information board at the Copley Park Division ("Project'") a base period of 20 years and two (2) five (5)-year option periods;

2) Determine that the Project is statutorily and categorically exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code sections 21080.25 and 21080(b)(10), (11) and Title 14 of the California Code Regulations, sections 15275, 15303, 15311, and 15332; and

3) Certify that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.

Budget Impact

The costs to construct and maintain the digital information board would be borne by Clear Channel Outdoor (CCO) in exchange for the right to sell advertising on the digital information board during the share of voice display time not reserved for MTS exclusive use. MTS is not expected to incur any capital construction costs associated with the project. In addition, CCO will reimburse MTS for actual costs associated with negotiating the agreement, conducting design review, and performing construction inspection activities, up to a maximum of $50,000.

Upon commencement of operations, MTS will receive compensation through a combination of a Minimum Annual Guaranteed License Fee (MAG) and a revenue-sharing arrangement. Under the proposed agreement, MTS will receive the greater of the applicable MAG or a percentage of gross advertising revenues generated by the digital information board. The MAG (with no visibility restrictions due to surrounding vegetation) begins at $200,000 annually and increases

throughout the life of the agreement. In addition, MTS's share of gross advertising revenues ranges from 40 percent to 65 percent depending on the contract year and visibility conditions affecting the sign.

MTS is expected to receive approximately between $9.7 million and $18.1 million in minimum annual guarantee (MAG) revenue during the agreement. Actual revenues are expected to be substantially higher. Based on gross projected revenues MTS could potentially generate between $14.4 million and $33 million over the life of the agreement if advertising sales perform as anticipated because MTS would receive its percentage share of gross revenues whenever that amount exceeds the MAG. Maximizing the revenue also depends on MTS and Caltrans completing negotiations to trim trees along State Route 52 that may impact the visibility of the digital board.

DISCUSSION:

The proposed License Agreement authorizes Clear Channel Outdoor, LLC to design, construct, operate, and maintain a double-sided digital information board on MTS owned property at the Copley Park Division facility adjacent to State Route 52. The agreement includes a base period of 20 years and two (2) five (5)-year option periods. The digital display is anticipated to include approximately 672 square feet of advertising area on each display face, with an overall structure height of approximately 60 to 70 feet. The final location, size, and design of the structure will be subject to MTS review and approval during the design process. The total area occupied by the project will not exceed 5,000 square feet of MTS property.

Under the agreement, CCO will be responsible for all costs associated with project development, including design, permitting, construction, operation, maintenance, utilities, insurance, technology upgrades, and eventual removal of the structure. CCO will also be required to periodically modernize the digital display technology to ensure the facility remains consistent with generally accepted industry standards. At the end of the agreement term, or upon earlier termination, CCO will be responsible for removing the structure and restoring the property.

The agreement reserves dedicated display time for MTS communication needs. MTS will receive one dedicated eight-second advertising slot during each rotation cycle on one display face, together with additional display time on the second face on an as-available basis. This display time may be used for:

- Transit promotional messages
- Service alerts
- Wayfinding messages
- Ridership promotions
- MTS partner and stakeholder messages
- Special event information
- Emergency notifications
- Public safety agency information
- Amber alerts
- Other transit-related communications.

Because of the project's proximity to State Route 52, the display will operate in accordance with applicable Caltrans requirements. Advertising content will be limited to static digital images, and

full-motion advertising will not be permitted. The display will utilize LED technology equipped with automatic dimming controls that adjust brightness levels based on ambient lighting conditions. All advertising content displayed on the structure must comply with MTS Board Policy 21 governing revenue-generating advertising.

Finally, the agreement is structured to provide MTS with both guaranteed and performance-based revenue while allowing the agency to leverage privately funded infrastructure to expand customer information, emergency communications, and transit-related messaging. The project will create a prominent regional communications platform while generating a new source of non-fare revenue to support the agency's long-term financial sustainability.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. G3205.0-26 (in substantially the same format as Attachment A) with Clear Channel Outdoor, LLC, for a license agreement to construct and operate a digital information board at the “Project’” for a term of 30 years.

Compliance with California Environmental Quality Act (CEQA)

State law recognizes the importance of public transit to help accelerate progress towards California’s environmental goals and improve the public health of Californians. This Project will directly support MTS in delivering transit and sustainable transportation projects that significantly enhance service quality, enhance access to transit, reduce pollution and greenhouse gas emissions, reduce automobile use, and improve the safety of our streets. These State policy goals are supported by several statutory and categorical exemptions from environmental review under CEQA.

The Project described above is statutorily and categorically exempt from environmental review under CEQA, Public Resources Code section 21000 *et seq*., and Title 14 of the California Code of Regulations, section 15000 *et seq*. (“State CEQA Guidelines”), as follows:

The Project is statutorily exempt under Public Resources Code section 21080.25, subdivision (b), which includes projects that would improve customer information and wayfinding for transit riders (subdivision (b)(2)) and the maintenance, repair, relocation replacement, or removal of any utility infrastructure associated with these types of projects (subdivision (b)(8)). The Project is a state-of-the-art digital display at MTS’s Copley Park Division that will provide wayfinding information, promote transit services, and generate additional revenue to support public transit operations within MTS’s service area. Therefore, it is within the scope of projects subject to Public Resources Code section 21080.25(b)(2) and (8).

In compliance with the statutory exemption criteria in Public Resources Code section 21080.25, subdivision (c), the Project would be carried out by MTS as the lead agency under CEQA by execution of a License Agreement for the construction and operation of the Project subject to all terms and conditions therein, including payment of a license fee and dedication of a minimum of share of advertising display time which may be used for wayfinding and informational messaging such as transit schedules and special MTS promotions or emergency messaging, as needed, and which may not be sold to third parties. Therefore, MTS is carrying out the Project by executing a License Agreement for construction and operation.

Although "wayfinding" is not specifically defined in State law, the San Diego Municipal Code uses the term to mean signage displayed near the public right-of-way "that directs pedestrians and cyclists to nearby attractions and transit connections." (See SDMC § 143.1020(b)(7)(I).)

Here, the Project will improve customer information and wayfinding for transit riders by dedicating a percentage of display time (plus additional unsold display time) solely for wayfinding and informational messaging such as train schedules and special transit-ridership promotions, and will therefore meet the legislative purpose of improving mobility and connectivity by enhancing access to transit. This percentage is consistent with other digital wayfinding projects that use private advertising dollars to finance the wayfinding installation, maintenance and liability related to such devices instead of scarce public transit fare dollars. The private advertising dollar method of enhancing transit wayfinding is just a different means of financing the same wayfinding function as a device paid for entirely by public transit dollars. Additionally, the project's revenue sharing will also provide reliable revenue to MTS to continue improving its transit system in accordance with its governing laws.

The Project would also be located at MTS's Copley Park Division in the City of San Diego, which is adjacent to State Route 52, and would support transit uses within the existing public-right-of-way. Public Resources Code section 21071(a)(1) defines an "Urbanized area" as an incorporated city that has a population of at least 100,000 persons. The City of San Diego is an incorporated city that has a population of 1,389,526.[1] Therefore, the Project is located in an urbanized area.

The Project would not add physical infrastructure that increases new automobile capacity on existing rights-of-way. The Project consists of construction and operation of an outdoor advertising structure and supporting structures, fixture connections, electrical supply and related equipment and accessories and will not increase new automobile capacity on existing rights-of-way. The Project does not require demolition of any affordable housing units.

In compliance with the statutory exemption criteria in Public Resources Code section 21080.25, subdivision (f), the Project would be constructed by a skilled and trained workforce or, alternatively, under a project labor agreement. The construction contract for the Project will include an enforceable commitment to MTS that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. The staff-recommended action on this item includes certification that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.

The Project is also statutorily exempt under Public Resources Code section 21080(b)(10), (11) and State CEQA Guidelines section 15275, subdivision (a) as a project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use, including the modernization of existing stations and parking facilities. Due to its improvement of MTS's Copley Park Division and addition of passenger wayfinding improvements to the existing MTS transit use, the Project falls within this statutory exemption.

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[1] See United States Census Bureau 2020-2024 American Community Survey 5-Year Estimates, Table B01001, cited in County of San Diego report issued March 2026: https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/CHS/2024%20City%20Demographic%20Profiles.pdf

Additionally, the Project is categorically exempt under State CEQA Guidelines section 15303 (Class 3) because it consists of the construction and location of limited numbers of new, small facilities or structures. The Project consists of construction and operation of an outdoor wayfinding structure and supporting structures, fixture connections, electrical supply and related equipment and accessories, to be located within an urbanized area on premises not to exceed a total of 5,000 square feet. Within urbanized areas, the Class 3 categorical exemption applies by its terms to commercial structures of up to 10,000 square feet in floor area and accessory or appurtenant structures. Based on its size and location, the Project therefore falls within the Class 3 categorical exemption.

State CEQA Guidelines section 15311 (Class 11) also specifically exempts construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. The Project would also fall within this exemption as the Project is accessory to MTS's existing transit use.

Finally, State CEQA Guidelines section 15332 (Class 32) applies to projects characterized as in-fill development that is consistent with the applicable general plan designation and policies and zoning designation and regulations; occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; is on a site with no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality or water quality; and is on a site that can be adequately served by all required utilities and public services. Here, the Project meets the criteria for infill development.

None of exceptions to the categorical exemptions in State CEQA Guidelines section 15300.2 applies. The Project is not located in a particularly sensitive environment as the Project is located entirely within developed and disturbed areas adjacent to State Route 52. The cumulative impact of successive projects of the same type in the same place, over time is not significant, as no similar wayfinding and advertising structures of this scale are proposed at MTS's Copley Park Division. The Project will not result in any damage to scenic resources within a highway officially designated as a state scenic highway as it is not located within a designated state scenic highway. The Project site is not included on any list complied pursuant to Section 65962.5 of the Government Code. The Project will not cause a substantial adverse change in the significance of a historical resource.

Staff Recommendation

Therefore, staff recommends that the MTS Board of Directors:

1) Authorize the CEO to execute MTS Doc. G3205.0-26 (in substantially the same format as Attachment A) with Clear Channel Outdoor, LLC, for a license agreement to construct and operate the Project for a base period of 20 years and two (2) five (5)-year option periods;

2) Determine that the Project is statutorily and categorically exempt from environmental review under the California Environmental Quality Act pursuant to Public Resources Code sections 21080.25 and 21080(b)(10), (11) and Title 14 of the California Code Regulations, sections 15275, 15303, 15311, and 15332; and

3) Certify that the Project will be completed by a skilled and trained workforce consistent with the criteria in Public Resources Code section 21080.25.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Copley Park Division Digital Information Board License Agreement

Copley Park Digital Information Board

LICENSE AGREEMENT

This License Agreement (this "**Agreement**") is dated this _____ day of _____, 2026 (the "**Effective Date**"), and entered into by and between the San Diego Metropolitan Transit System, a public agency created under California Public Utilities Code sections 120000 *et seq.* ("**MTS**") and Clear Channel Outdoor, LLC, a Delaware limited liability company ("**CCO**", together with MTS, the "Parties", and each, individually, a "**Party**").

WHEREAS, MTS owns and manages the Copley Park Division property located in San Diego, California, comprised of the area marked in red in Exhibit A attached hereto and incorporated for all purposes (the "**Property**");

WHEREAS, the Copley Park Division and the Property sit between Copley Park Place and State Route 52 (SR-52), which is one of San Diego's arterial freeways serving an east-west route;

WHEREAS, MTS desires to install a state-of-the-art digital display on the Property to provide wayfinding information, promote MTS's transit services, and generate additional revenue to support public transit operations in MTS's service area;

WHEREAS, CCO desires to install at the Property a certain structure, including two digital display faces, as more particularly described herein;

WHEREAS, following CCO's presentation of its proposal and the economic terms set forth herein, MTS posted said opportunity for review by the public on its website for thirty (30) days; and

WHEREAS, having received no other proposals on the matter, MTS has determined that the transaction set forth herein will benefit the MTS and the surrounding area;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MTS and CCO hereby agree as follows:

1. Premises.

(a) License of Premises. Subject to the terms and conditions set forth herein and for the Term set forth below in Section 2, MTS hereby licenses to CCO that portion of the Property generally described on Exhibit B attached hereto and incorporated herein for all purposes (the "**Premises**"). Said license shall be exclusive, non-revocable and non-terminable except as may be expressly provided in this Agreement. The Premises are licensed for the purpose of erecting, maintaining, operating, improving, supplementing, posting (whether physically on-premises or via remotely changeable off-premises technology as shall be available to CCO from time to time), painting, illuminating, repairing, repositioning and/or removing outdoor the advertising structure, including, without limitation, CCO's imprint, supporting components, fixture connections, electrical supply and

connections, panels, signs, copy, server hardware and any other equipment and accessories related thereto (collectively, the "**Structure**"). The exact location of the Structure on the Premises will be mutually agreed upon by MTS and CCO during the planning process as set forth in Section 4(a) below. A description of the Structure is attached hereto as Exhibit C. During the Development Term, as defined below, MTS and CCO shall cooperate in good faith regarding the planning, final design and construction of the Structure to maximize compatibility and minimize environmental, traffic and other impacts on the abutting and adjacent uses. Prior to the Commencement Date as defined below, a detailed description and/or rendering(s) of the Premises and Structure shall be incorporated into this Agreement, based on the final design of the Structure. In no case will the Premises exceed a total area of 5,000 square feet. After the Commencement Date as defined below, CCO may license the use of the Structure, or any portion thereof, for the display of off-premise advertising and other content thereon.

(b) Appurtenant Rights. This Agreement includes the right of CCO to use other portions of the Property and any neighboring property or right-of-way owned or controlled by MTS (or under common control with MTS) for CCO's installation, operation and maintenance of the Structure, ingress and egress and to provide power to illuminate, operate, and supply data to the Structure (it being agreed that CCO is granted an easement over, under and/or above the Property to run electric and data lines and facilities).

(c) Digital Messaging Rules. The display on the Structure may run 24 hours per day, or other operational hours mutually agreed upon by CCO and MTS, and shall contain programmable content. Full motion advertising content shall not be displayed, in compliance with the California Department of Transportation's ("**Caltrans**") regulations based on the Structure' proximity to SR-52. Digital static advertising content may run each day for the full display time. All content must comply with MTS Board Policy 21 – MTS Revenue-Generating Display Advertising, Concessions, and Merchandise attached hereto as Exhibit D (the "**Policy**"). MTS and CCO will mutually agree on a process to review advertising content for compliance with the Policy. Notwithstanding the foregoing, the following exceptions to the Policy are hereby approved by MTS, solely as it relates to the Structure and this Agreement:

(ii) MTS approval of the final design of the Structure following the design review process set forth in Section 4(a) below shall be deemed to satisfy and/or waive the requirements of Section 21.6.1. of the Policy.

(iii) Section 21.4.1. of the Policy requiring that advertising industry standard sizes be used for advertising treatments shall not apply to the Structure.

(iv) Because the Structure will be located on MTS owned Property and do not involve the display of advertising on bus stop shelters or benches,

the Parties acknowledge and agree that the City of San Diego policy included as Attachment A to the Policy shall not apply to the Structure.

(d) MTS Right to Digital Display Time. Each display face shall have a total of eight (8) spots. Each spot shall be eight (8) seconds long, for a total of sixty-four (64) seconds. MTS shall have the right to a minimum of one (1) spot of display time on one (1) digital face (of CCO's choosing) and space-available [display time on the other digital face of the Structure. MTS's display time may be used for wayfinding and informational messaging such as transit schedules and special promotions (e.g., free ride days); provided in no event may such display time be sold, bartered or donated to third parties. The prohibition on bartering or donation of display time shall not apply to display that is used by MTS partners to advertise local events that include transit messaging, provided that transit advertising is part of each such advertising message. Any such content shall be developed and produced at MTS's sole cost and expense. MTS will promptly provide scheduling information and any such content to CCO in advance of such content's anticipated display time for service to the Structure in a form reasonably requested by CCO (and in most cases will provide content no less than five (5) business days prior to display; provided that such delivery timeline shall not apply in the case of emergencies or other exigent circumstances such as use by the San Diego Police Department and Office of Emergency Services described in the last sentence of this Section 1(d) or communications regarding MTS service disruptions). Additionally, CCO shall make good faith efforts to work with MTS and community organizations to use unsold display time on the Structure to display the above described informational messaging and/or community content such as local art initiatives and community messages (all such messaging and messages, "Public Service Messages"). All Public Service Messages shall be subject to the standard terms and conditions, including indemnification, in CCO's form advertising contract attached as Exhibit F hereto. Display time on the Structure shall also be available to the San Diego Police Department and Office of Emergency Services for emergency messaging (e.g., AMBER alerts and inclement weather notices) on an as needed basis, in addition to other regional and national emergency messaging.

2. Term. The "**Development Term**" of this Agreement shall commence on the Effective Date and shall expire on the commencement of the Initial Term (hereinafter defined). The "**Initial Term**" of this Agreement shall commence on the first day of the month following the date construction of all of the Structure is complete, including illumination and connections for electric and data service thereto and same are fully operational according to industry standards, and subject to receipt of all final non-appealable permits and approvals (such first day of the month being the "**Commencement Date**") and continue through, and including, the last day of the calendar month immediately preceding the twentieth (20th) anniversary of the Commencement Date. Upon the occurrence of the Commencement Date, MTS and CCO shall enter into a Commencement Date Agreement substantially in the form attached hereto as Exhibit E and made a part hereof. A "**License Year**" shall be each twelve (12) month period (or any

portion of such period, as applicable) during the Term commencing on the Commencement Date and any anniversary thereof. CCO shall have the right and option to extend the term of this Agreement for two (2) separate consecutive renewal terms of five (5) years each (the "**Renewal Term**" or "**Renewal Terms**", as appropriate, together with the Development Term and Initial Term, the "**Term**"), the Renewal Terms to begin upon the expiration of the Initial Term or prior Renewal Term. All of the terms, provisions and covenants of this Agreement shall apply to each of the Renewal Terms. CCO shall exercise each option with written notice of its election to renew no later than sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, CCO shall have no right to exercise its option with respect to either Renewal Term if CCO is not in compliance with Section 5(d) below, or otherwise not in good standing under this Agreement.

3. License Fee and Negotiation Fee.

(a) Defined terms used in this Section 3 are as follows:

(i) The "**Applicable Percentage**" means:

(A) from the Commencement Date through the last day of the second (2nd) License Year, Forty Percent (40%) for MTS;
(B) for License Years 3 – 5, Fifty-Five Percent (55%) for MTS;
(C) for License Years 6 - 15, Sixty Percent (60%) for MTS;
(D) for License Years 16 – 30 of the Term including Renewal Terms, Sixty-Five Percent (65%) for MTS;

provided, however, that in the event there is a Visibility Corridor Obstruction at any time during License Years 1-3, the Applicable Percentage shall be Twenty-Five Percent (25%), and if there is any such obstruction at any time during License Years 4 – 5, the Applicable Percentage shall be Forty Percent (40%) (the "**Adjusted Applicable Percentage"**).

A "**Visibility Corridor Obstruction**" means an obstruction of the visibility of the Structure so that there is not a clear and legible view of Ninety Percent (90%) or more of both faces of the digital billboard for a distance of at least One Thousand (1000') feet from the farthest right lane of traffic (the **"Visibility Corridor")**.

The "**Applicable Percentage**" shall be adjusted based on the prevailing six (6) months status of the Visibility Corridor. In the event the Visibility Corridor is obstructed for at least six (6) consecutive months, the Adjusted Applicable Percentage shall apply. Once the Visibility Corridor remains unobstructed for a period of at least six (6) consecutive months, the Applicable Percentage shall be reinstated.

(ii) "**Gross Revenues**" means total advertising revenue actually received and collected by CCO as a result of its sale of advertising displayed on the Structure.

(iii) The "**Minimum Annual Guaranteed License Fee**" or "**MAG**" shall be adjusted in the event there is a Visibility Corridor Obstruction. In License Years 1 - 2, (A) in the event there is no Visibility Corridor Obstruction, the MAG shall be Two Hundred Thousand and No/100 Dollars ($200,000.00), and (B) in the event there is a Visibility Corridor Obstruction, the MAG shall be One Hundred Thousand and No/100 Dollars ($100,000.00) in Years 1 - 5. The MAG shall be increased as provided in the table below in License Years 1 – 5 and commencing in License Year 6 and effective in License Year 11, the MAG will escalate Ten Percent (10%) every five (5) years, in each case as set forth below (prorated as applicable for any partial month or year occurring during the Term):

	Visibility Corridor Unobstructed		Visibility Corridor Obstructed	
	Greater of:		Greater of:	
Lease Year	Minimum Annual Guaranteed License Fee	Revenue Share to MTS	Minimum Annual Guaranteed License Fee	Revenue Share to MTS
1	$200,000	40%	$100,000	25%
2	$200,000	40%	$100,000	25%
3	$300,000	55%	$100,000	25%
4	$300,000	55%	$100,000	40%
5	$300,000	55%	$100,000	40%
6	$550,000	60%	$300,000	60%
7	$550,000	60%	$300,000	60%
8	$550,000	60%	$300,000	60%
9	$550,000	60%	$300,000	60%
10	$550,000	60%	$300,000	60%
11	$605,000	60%	$330,000	60%
12	$605,000	60%	$330,000	60%
13	$605,000	60%	$330,000	60%
14	$605,000	60%	$330,000	60%
15	$605,000	60%	$330,000	60%
16	$665,500	65%	$363,000	65%
17	$665,500	65%	$363,000	65%
18	$665,500	65%	$363,000	65%
19	$665,500	65%	$363,000	65%
20	$665,500	65%	$363,000	65%
21	$732,050	65%	$399,300	65%
22	$732,050	65%	$399,300	65%
23	$732,050	65%	$399,300	65%
24	$732,050	65%	$399,300	65%
25	$732,050	65%	$399,300	65%
26	$805,255	65%	$439,230	65%
27	$805,255	65%	$439,230	65%
28	$805,255	65%	$439,230	65%
29	$805,255	65%	$439,230	65%
30	$805,255	65%	$439,230	65%

To the extent there is any conflict with the table in Section 3(a)(iii) above, the table shall govern.

(b) Commencing on the Effective Date for the period ending on the Commencement Date, CCO shall pay to MTS consideration of One Hundred Dollars ($100.00).

(c) Commencing on the Commencement Date and continuing through the remainder of the Term, in return for the rights granted herein, CCO shall pay to MTS a license fee in an aggregate amount equal *the greater of*: (i) the Minimum Annual Guaranteed License Fee (paid in monthly installments of one-twelfth (1/12) of MAG as set forth in Section 3(a)(iii) above on the first of each calendar month during such period prorated as applicable for any partial month in the Term) and (ii) the Applicable Percentage or Adjusted Applicable Percentage (if applicable) of Gross Revenues for the applicable monthly period (any revenue share due pursuant to the foregoing, if any, being the "**Shared Revenue License Fee**", (the **"License Fee**"). For example, if Gross Revenues for the first License Year are in an amount equal to $2,000,000.00, then in the event there is a Visibility Corridor Obstruction, the total License Fee due for such twelve (12) month period shall be the greater of One Hundred Thousand and No/100 Dollars ($100,000.00) and Five Hundred Thousand and No/100 Dollars ($500,000.00) (Twenty-Five Percent (25%) of Gross Revenues), divided into equal monthly payments; in the event there is no Visibility Corridor Obstruction, the total License Fee due for such period shall be the greater of Two Hundred Thousand and No/100 Dollars ($200,000.00) and Eight Hundred Thousand and No/100 Dollars ($800,000.00) (40% of Gross Revenues). (The foregoing is presented for example purposes only and shall not be considered a projection, guarantee or estimate of the amount of Gross Revenues or Shared Revenue License Fee to be paid or received with respect to the Structure.)

(d) Within thirty (30) days following the end of each calendar month during the Term, CCO shall deliver to MTS a detailed and calculable statement of Gross Revenues, and deliver payment of the monthly MAG to MTS, and, within forty-five (45) days following the end of each License Year, CCO shall deliver to MTS a detailed, auditable statement showing the calculation of Gross Revenues attributable to said License Year and setting forth the amount of the License Fee due MTS pursuant to Section 3(c) above, including the remaining amount due to MTS (if applicable). Simultaneously with its delivery of the year-end statement, CCO shall pay to MTS any Shared Revenue License Fee due for such License Year. The statements and License Fee due under this Section 3 may be delivered to MTS at the address shown for the same on the signature page to this Agreement or as otherwise directed by MTS in writing.

(f) MTS shall be entitled to use the License Fee to support sustainable transportation projects that can accelerate progress towards California's environmental goals and improve the public health of Californians. MTS and CCO agree that the Project will support MTS in delivering transit and sustainable transportation projects that significantly enhance service quality, enhance access to transit, reduce pollution and greenhouse gas emissions, reduce automobile use, and improve the safety of our streets.

4. Design, Permitting, Ownership, and Removal of Structure.

(a) Pursuant to California Public Utilities Code Section 120050(c)(1), MTS is considered a rapid transit district for the purposes set forth in Section 53090 et seq. of the California Government Code. While under Section 53091(a) of the California Government Code "each local agency shall comply with all applicable building ordinances and zoning ordinances of the county or city in which the territory of the local agency is situated", Section 53090(a) expressly excludes rapid transit districts from the definition of "local agency". Accordingly, MTS represents and warrants and the Parties concur in their understanding that no zoning ordinance changes, sign permits or other permits or other governmental approvals shall be required from the City in connection with the installation and operation of the Structures. The Parties agree that if MTS updates its Memorandum of Understanding with the City, the Structure shall continue to be considered a legal conforming sign.

To the extent they may be necessary, if at all, CCO will use commercially reasonable efforts to apply for and pursue any permits or other governmental approvals required for installation and operation of the Structure, including but not limited to rights relating to installation of utilities and access for construction and/ or maintenance. MTS shall reasonably cooperate with CCO in connection with the foregoing and timely furnish all information in its possession or reasonably available to it as may be necessary in connection therewith.

While the Project may not require a building permit, CCO shall design the Project in accordance with local and state building codes, under the direction of professionals licensed by the state of California. Access to the site for design related work, survey, and geotechnical borings, shall be covered by the MTS ROE Permit (hereinafter defined) process set forth in Section 5(b) below. As design work progresses, plans shall be submitted to MTS for review and comment and when final, for MTS acceptance of design, and MTS shall not unreasonably deny or delay review of, comment on, or acceptance of any submitted plans and/or design. In lieu of City of San Diego Building Inspections, MTS shall have the right to inspect, at CCO's expense, all construction activities associated with the Project. Separate and apart from its obligation to pay the License Fee as provided herein, CCO shall pay MTS's actual reasonable expenses relating to the negotiation and execution of this Agreement, and all actual, reasonable and direct costs related to MTS design review and construction inspection up to a maximum of Fifty Thousand and No/100 Dollars ($50,000), as set forth in the ROE Permit. MTS shall be responsible for all such costs in excess of the Fifty Thousand and No/100 Dollars ($50,000) cap.

(b) Pursuant to its Board Policy 18 and Joint Development Program Manual, MTS shall act as the lead agency for purposes of the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("**CEQA**"). The Parties concur in their understanding that this Agreement and the installation and operation of the Structure is exempt from CEQA pursuant to one or more statutory and/ or categorical exemptions. MTS and CCO shall cooperate to file an appropriate Notice of Exemption documenting the applicable exemptions in accordance with the provisions of CEQA.

(c) CCO, at its sole cost and expense, shall construct the Structure in compliance with subdivision (d) of California Public Resources Code section 21080.25, which, pursuant to Senate Bill No. 922 approved by the Governor of the State of California and filed with the Secretary of State of the State of California on September 30, 2022, shall instead be subdivision (f) of California Public Resources Code section 21080.25 effective January 1, 2023.

(d) CCO, at its sole cost and expense, shall design, build and maintain the Structure in accordance with the terms and provisions of this Agreement, and CCO shall be responsible for the cost of all utilities attributable to the operation of the Structure. If, in CCO's reasonable discretion, it is commercially feasible for CCO to install a separate meter at the Property for such purpose, such utility costs shall be determined using such separate meter; provided, however, if no such separate meter is installed, CCO shall reimburse MTS for such utility costs reasonably attributable to the operation of the Structure.

(e) CCO shall be the owner of the Structure and all permits related thereto, including the Caltrans permit, and CCO shall have the right and obligation to remove CCO's Structure and retain such permits upon the expiration or earlier termination of this Agreement. CCO shall have up to one hundred twenty (120) days following such expiration or termination to remove the Structure, subject to receipt of all requisite permits and approvals for such removal. If the Structure is removed for any reason, only the above-ground portions of the Structure will need to be removed, and CCO shall otherwise restore the Property to the condition such Property was in prior to installation of the Structure, normal wear and tear, casualty, and condemnation excepted.

5. <u>Maintenance and Construction of the Structure</u>.

(a) CCO shall maintain, at its sole cost and expense, the Structure and appurtenances constructed pursuant to the terms of this Agreement and in compliance with all applicable laws, regulations, and commercially reasonable maintenance practices. In performing its maintenance obligations in accordance with this <u>Section 5</u>, CCO and/or its contractors, agents and assigns shall notify MTS seventy-two (72) hours prior, or other mutually-agreed notice period, to any entry onto the Property for any purpose (except for emergency maintenance and repairs, in which case CCO shall notify MTS as soon as is possible under the circumstances). CCO will also comply with MTS's rules and regulations concerning use of and work within the Property, and the instructions of MTS's representatives in relation to the proper manner of protecting MTS's tracks and traffic moving thereon, pole lines, signals, and other property of MTS, or its tenants or licensees, at or in the vicinity of any maintenance work, and shall perform such work at such times as shall not endanger or interfere with safe and timely operation of MTS's track and other facilities; provided MTS shall provide such rules, regulations, and instructions, including those referenced in <u>Section 5(b)</u> below to CCO in writing whenever reasonably-practicable and if such rules, regulations, and/or instructions are given orally the same shall promptly be followed by written copies of such rules, regulations, and/or instruction.

(b) Right of Entry Permit. The exercise of any and all rights provided by this Agreement is subject to the requirement that CCO, and/or its contractors and agents first obtain a Right of Entry Permit ("ROE Permit"), current standard form attached as Exhibit H (as may be periodically updated by MTS on reasonable prior written notice to CCO; provided such updates shall be reasonable in nature), from MTS prior to entry onto the Property for the construction or maintenance of the Structure. The ROE Permit requires that CCO and/or its contractors and agents procure and maintain in force at all times during the construction and maintenance of the Structure, appropriate insurance and indemnification responsibilities as set forth therein. MTS shall timely process any applications required to obtain the ROE Permits and shall not unreasonably deny or delay the issuance of such ROE Permit. CCO and/or their contractors and agents will comply with all MTS policies, rules and regulations as stated in the ROE Permit, and the instructions of MTS's representatives in relation to the proper manner of protecting catenary lines, pull lines, signals, and other property of MTS, or their respective tenants or licensees, during the period of construction and maintenance of the Structure and shall perform the work at such times and in such a manner so as not to endanger or interfere with the safe and timely operation of the railroad track and other facilities.

(c) Durable Maintenance ROE Permit. Notwithstanding the foregoing, MTS hereby grants to CCO a Durable Maintenance ROE Permit to allow CCO to enter onto the Property for routine maintenance of the Structure, including, but not limited to, activities such as trash removal, cleaning of the Structure, and similar maintenance activities as more fully described in Exhibit G attached hereto. The Durable Maintenance ROE Permit shall remain effective throughout the Term of this Agreement and be subject to all of the terms of this Agreement, including but not limited to the indemnity and insurance provisions set forth in Section 10 below. Entry onto the MTS ROW shown on Exhibit A hereto by individuals or entities other than CCO (such as contractors, agents, and non-CCO employees) or entry onto the MTS ROW by CCO for work other than the maintenance activities as described above, shall require a separate ROE Permit as specified in Section 5(b); provided such separate ROE Permit shall not be required if CCO agrees in writing to take responsibility for such third party under the insurance and indemnification provisions of the Agreement.

(d) No less than every ten (10) years from the Commencement Date, CCO shall update the digital signage technology of the Structure so that such technology conforms to generally accepted standards in the out of home advertising industry for digital signage technology; provided, however, if at the time an update of the digital signage technology would otherwise be required pursuant to this Section 5(d), the existing digital signage technology of the Structure conforms to generally accepted standards in the out of home advertising industry for digital signage technology, then no update shall be required until the digital signage technology of the Structure fails to be in compliance with such generally accepted standards. Notwithstanding the foregoing, in no event shall CCO be required in any rolling ten (10) year period to spend an aggregate amount in excess of ten percent (10%) of the average gross annual advertising revenues received by CCO calculated over the same ten (10) year period on such upgrade(s) nor shall CCO be

required to undertake any upgrades in the second Renewal Term, if applicable. In determining "generally accepted standards in the out of home advertising industry for digital signage technology", CCO may provide reasonable evidence to MTS of the technology utilized and conditions of like Structure in the San Diego Designated Market Area (the "SD DMA"); provided that if the Parties cannot agree on such standards within thirty (30) days following CCO's written notice to MTS thereof, each Party may appoint one expert in digital signage technology (such expert having no less than ten (10) years' experience with digital signage technology) to make such determination together based on the technology utilized and conditions of like Structure in the SD DMA, and if the two experts cannot agree on same within thirty (30) days' time, the two experts shall appoint a third expert to make such determination. Each Party shall bear the cost of its own expert, and the Parties shall split the cost of the third expert, if applicable.

6. Frustration of Purpose.

(a) MTS and MTS's tenants, licensees, franchisees, agents, employees, or other persons acting on MTS's behalf, shall not place or maintain any object on the Property or any neighboring property or right-of-way owned or controlled by MTS (or under common control with MTS) which, in CCO's sole opinion, would obstruct the view of the advertising copy on the Structure. If MTS fails to remove the obstruction within five (5) days after notice from CCO, CCO may in its sole discretion: (i) remove the obstruction at MTS's expense, (ii) implement the process set forth in Section 6(d) below to reduce compensation in direct proportion to the loss suffered, or (iii) cancel this Agreement, remove any or all of CCO's Structure, and receive any pre-paid License Fees. CCO may trim any trees and vegetation on the Property and on any neighboring property or right-of-way owned or controlled by the MTS (or under common control with MTS) as often as CCO in its sole discretion deems appropriate to prevent obstructions; provided, however, that a right of entry permit shall be obtained from MTS pursuant to Section 5(b) prior to any such work being commenced. CCO shall pay for the removal costs of the Caltrans trees blocking the Visibility Corridor in an amount not to exceed Ten Thousand and No/100 Dollars ($10,000.00).

(b) Other than CCO's use contemplated herein, MTS shall not permit the Property or any immediately adjacent property or right-of-way owned or controlled by MTS (or under common control with MTS) to be used for off-premise advertising or sponsorship. Without limitation of CCO's rights under this Agreement, the Parties acknowledge that, during the Term, new opportunities may arise with respect to advertising at the Property, and MTS agrees that it shall offer CCO the first opportunity to participate in any new sponsorship or advertising media or modality implemented by MTS at the Property or any immediately adjacent property or right-of-way owned or controlled by MTS (or under common control with MTS) after the Effective Date.

(c) If, in CCO's sole opinion: (i) the view of the Structure's advertising copy becomes materially obstructed, (ii) internet, data, or electrical service is

unavailable for operation of the Structure, (iii) the Property cannot safely be used or accessed for the construction, installation, or operation of the Structure for any reason, (iv) there is a material diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property, (v) CCO is unable to obtain or maintain any entitlement, permit, or other approval from any governmental or quasi-governmental entity that may be necessary for the construction, installation, and operation of the Structure as contemplated herein, or (vi) the Structure's use is prevented or restricted by law; then CCO may immediately at its option either: (A) implement the process set forth in Section 6(d) below to reduce compensation in direct proportion to the loss suffered; or (B) cancel this Agreement and receive any pre-paid License Fee.

(d) In the event the Structure is obstructed as a result of an occurrence set forth in Section (a) or (c)(i) above, CCO shall pay the applicable Minimum Annual Guaranteed License Fee and Adjusted Applicable Percentage as described in Section 3 above.

In the event of an occurrence set forth in Section (c) (ii – vi) above that permits CCO to implement the compensation reduction process set forth herein at CCO's option (CCO's other option being to cancel this Agreement and receive any pre-paid License Fee), CCO shall deliver an Occurrence Notice to MTS and promptly thereafter, MTS and CCO will negotiate in good faith on a fair reduction to compensation for any loss attributable to such occurrence. In negotiating such reduction, the Parties shall take into consideration any difference in average Gross Revenues preceding and following the applicable occurrence as well as media sales rates for like signage in the SD DMA compared to those rates CCO can evidence advertisers or other media buyers are willing to pay for time on the Structure following such occurrence (the "**Pricing Factors**"). However, if the Parties are unable to agree on such payment reduction amount within thirty (30) days following MTS's receipt of the Occurrence Notice then, CCO shall thereafter notify MTS of CCO's choice of an appraiser to determine an appropriate reduction amount. MTS shall then have thirty (30) days within which to notify CCO in writing that it either agrees to have the payment reduction amount determined by CCO's designated appraiser or to designate a second appraiser. Once the appraiser is agreed upon, or the second appraiser is designated, as the case may be, the payment reduction amount shall promptly thereafter be determined by the appraiser(s) taking into consideration the Pricing Factors. Should there be two determinations and should they differ by ten percent (10%) or more, then the two appraisers shall designate a third appraiser to make the determination. The appraisers shall be Member Appraisal Institute (MAI)-certified with experience in the valuation of outdoor advertising assets. If (i) the third appraiser is not required, but the two appraisers have not agreed, or (ii) the two appraisers cannot agree on a third appraiser, then, in either case, the payment reduction amount shall be the average of the two determinations. Each Party shall bear the cost of its appraiser and the cost of any third appraiser shall be

shared equally. Any determination regarding a payment reduction shall be applied as of the date of the applicable occurrence (retroactively, if applicable).

7. Condemnation. If the Structure or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structure is visible is relocated, CCO shall have the right to relocate the Structure on MTS's remaining property (exact site must be mutually agreed to by both MTS and CCO) or to terminate this Agreement upon not less than thirty (30) days' notice and to receive any pre-paid License Fee. CCO shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of CCO's Structure, CCO's interest in this Agreement, and/or relocation assistance. MTS shall assert no rights in such interests. If condemnation proceedings are initiated, MTS shall use its best efforts to include CCO as a party thereto. No right of termination set forth anywhere in this Agreement may be exercised by MTS prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain, and in the event this Agreement is assigned to any such entity the Term shall extend for an additional thirty (30) years. This provision shall not apply if MTS allows this Agreement to expire or terminate on its own terms in advance of a project on the Property for the benefit of MTS.

8. Warranty of Title and Quiet Enjoyment. MTS represents that it is the owner of the Property and has the authority to enter into this Agreement and to grant CCO free access to the Premises and Property to perform all acts necessary to exercise its rights pursuant to this Agreement. MTS is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions or agreements affecting the Premises or the Property that prohibit the erection, posting, painting, illumination, operation, or maintenance of the Structure as set forth herein. MTS further represents and warrants that CCO, on paying the License Fee and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term, without any hindrance, molestation, or ejection by MTS, its successors or assigns, or those claiming by, through, or under them. MTS hereby represents and warrants that no rights are in effect between any other third party and MTS that would interfere with MTS's ability and right to enter into this Agreement.

9. Covenant to Defend. CCO acknowledges that MTS is a "public entity" and/or "public agency" as defined under applicable California law. Therefore, MTS must satisfy the requirements of certain California statutes relating to the actions of public entities and public agencies including, without limitation, CEQA. Also, as a public entity and/or public agency, MTS's action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. CCO assumes the risk of delays and damages that may result to CCO from any third-party legal actions related to MTS's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, including any actions seeking to invalidate any local or state permit, provided that MTS agrees to fully cooperate in any proceedings resulting from such actions. If a third-party files a legal action regarding MTS's approval of this Agreement or the pursuit of the activities contemplated

by this Agreement, MTS may terminate this Agreement on thirty (30) days written notice to CCO of MTS's intent to terminate this Agreement, referencing this Section 9, without any further obligation to perform the terms of this Agreement and without any liability to CCO resulting from such termination, unless CCO unconditionally agrees to indemnify and defend MTS, with legal counsel reasonably acceptable to MTS, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of MTS's notice of intent to terminate this Agreement, as provided in the preceding sentence, CCO may offer to defend MTS, with legal counsel reasonably acceptable to MTS, in the third-party legal action and pay all of the court costs, reasonable attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from CCO must be in writing and reasonably acceptable to MTS in both form and substance. Nothing contained in this Section 9 shall be deemed or construed to be an express or implied admission that MTS is liable to CCO or any other person or entity for damages alleged from any alleged or established failure of MTS to comply with any statute, including, without limitation, CEQA. For the avoidance of doubt, CCO shall have no obligation to commence or continue designing, permitting, fabricating, constructing, installing or operating the Structure for any period such third-party legal action remains unresolved. In the event of any such termination, CCO shall retain the Caltrans permit relating to the Structure and shall have the ability to utilize any landscaped credit resulting therefrom. In the event CCO elects to indemnify MTS, and MTS and/or CCO prevails in any such legal action, CCO shall be entitled to recoup such legal fees and costs from the Gross Revenues generated from the Structure prior to paying any revenue share to MTS.

10. Indemnification and Insurance. CCO shall indemnify, defend with counsel reasonably acceptable to MTS, and hold each of MTS and its members, managers, directors, officers, employees, and agents harmless from and against any damage to property or injury (including death) to third persons caused by the negligence or misconduct of CCO, its employees, agents, or contractors. MTS shall indemnify, defend with counsel reasonably acceptable to CCO, and hold each of CCO and its affiliates, members, managers, directors, officers, employees, agents, and contractors harmless from and against any damage to the property or injury (including death) to third persons (i) caused by the negligence or misconduct of MTS, its employees, agents or contractors, or (ii) arising out of MTS transportation operations. The terms of this paragraph shall survive the expiration or earlier termination of this agreement. For the avoidance of doubt, the indemnifications set forth herein are not intended to extend to direct claims between the parties. It is agreed by the parties that any insurance requirements set forth in this agreement shall not act as a limitation or a substitution of a party's indemnification obligations set forth herein irrespective of any insurer's insolvency or willingness to indemnify or defend.

(a) During the construction period, CCO and/or its construction contractor and subcontractors, at its sole cost and expense, shall maintain the insurance

required by MTS's then current ROE Permit process, as contemplated in Section 5(b).

(b) Upon commencement of the Initial Term, and thereafter during the remaining term of this Agreement, CCO shall maintain the following insurance:

(i) Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 (or a substantially equivalent form) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location (ISO CG 25 03 or 25 04 or a substantially equivalent form) or the general aggregate limit shall be twice the required occurrence limit.

Upon request by MTS, CCO shall provide satisfactory evidence that it meets the insurance requirements of this Agreement

All such policies shall name in the endorsement San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and their directors, officers, agents, employees and volunteers as additional insureds as their interests may appear.

CCO may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

(ii) Automobile Liability. CCO shall maintain ISO Form Number CA 00 01 (or a substantially equivalent form) covering any auto (Code 1), or if CCO has no owned Autos non-owned and hired (Codes, 8 and 9) with limits of no less than $2 million. Upon request by MTS, CCO shall provide satisfactory evidence that it meets the insurance requirements of this Agreement.

(iii) Professional Liability (Media Liability Errors and Omissions). Insurance appropriates to the CCO's operations, with limit no less than $1 million per occurrence or claim, $1 million aggregate.

(iv) Workers Compensation. CCO shall cover or insure under the applicable laws relating to workers' compensation insurance, all of its employees working on or about the Property, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. CCO shall provide employers' liability insurance in the amount of not less than one million dollars per incident for bodily injury and disease. By its signature hereunder, CCO certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on or in the Property. Any persons providing services with or on behalf of CCO shall be covered by workers' compensation (or qualified self-insurance.) CCO waives any rights of subrogation against MTS, SDTC or any of their subsidiaries, and the policy form must permit and accept such waiver.

(v) [reserved]

(vi) For any claims arising out of or connected with this Agreement regarding the maintenance of the Structure, and any negligent acts or omissions on the part of CCO, its Board of Directors, officers, agents, contractors, or employees, or CCO's operations or activities, CCO's insurance shall be primary insurance to MTS, SDTC, and their directors, officers, employees, contractors, agents or authorized volunteers. Any insurance, self-insurance or other coverage maintained by MTS, SDTC, and their directors, officers, employees, agents or authorized volunteers shall not contribute to it. To the extent available from CCO's insurer(s), all policies and coverages shall contain a provision for 30 days' written notice by the insurer(s) to the MTS Contracts Specialist of any cancellation or material reduction of coverage, and a ten (10)-day notice is required for non-payment of premium.

(vii) CCO shall ensure that every contractor or subcontractor retained to perform maintenance on the Project, who enters upon, uses, or performs any work upon the Property by or on behalf of CCO shall provide to MTS evidence of insurance consistent with the above requirements (excepting media professional liability), or the applicable ROE Permit coverage and limits, whichever is higher.

(viii) As it relates to MTS's indemnification obligations set forth in Section 10(a), MTS warrants that it maintains similar or equivalent insurance to the

requirements set forth above, through a program of self-insurance and insurance. For any claims arising out of or connected with any damage to property or injury (including death) to third persons (i) caused by the negligence or misconduct of MTS, its employees, agents or contractors, or (ii) arising out of MTS transportation operations, MTS's insurance shall be primary insurance to CCO and its directors, officers, employees, contractors, or agents. Any insurance, self-insurance or other coverage maintained by CCO, and its directors, officers, employees, or agents shall not contribute to it.

(ix) Other Conditions.

(A) *Waiver of Subrogation* - CCO hereby grants to MTS a waiver of any right to subrogation which any insurer of CCO may acquire against MTS by virtue of the payment of any loss under such insurance. CCO agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not MTS has received a waiver of subrogation endorsement from the insurer.

(B) *Self-Insured Retentions* – If applicable, self-insured retentions (SIR) must be declared to and approved by MTS. MTS may require CCO to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MTS. The CGL and any policies, including excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $50,000.00 unless approved in writing by MTS. Any and all deductibles and SIRs shall be the sole responsibility of CCO or its subcontractor who procured such insurance and shall not apply to the indemnified or additional insured parties. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. MTS reserves the right to obtain a copy of any policies and endorsements for verification.]

(C) *Acceptability of Insurers* - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the MTS.

(D) *Claims Made Policies* - If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

(E) *Verification of Coverage* – CCO shall furnish MTS with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by MTS before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CCO's obligation to provide them. Events of Default.

11. Default.

Each of the following occurrences shall constitute an "**Event of Default**":

(i) CCO fails to pay any portion of the License Fee due within ten (10) business days after MTS delivers written notice to CCO that the same is past due; and

(ii) Except as otherwise provided in subparagraph (a)(i) above, the material failure by either Party hereto to perform, comply with or observe any other agreement or obligation of such Party under this Agreement within thirty (30) days after the non-defaulting Party has delivered written notice to the allegedly defaulting Party of such failure which notice shall specify in detail what is reasonably expected of the allegedly defaulting Party in order to cure such failure; provided, however, if such failure cannot reasonably be cured within such 30-day period, but the allegedly defaulting Party commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such curative

period shall be extended for so long as is reasonably required to complete such cure.

Upon the occurrence of any Event of Default by a Party, in addition to all other rights and remedies afforded hereunder by law or equity, the other Party may terminate this Agreement by giving the allegedly defaulting Party written notice thereof at any time after expiration of all cure periods if the allegedly defaulting party fails to cure such Event of Default within such time.

12. Miscellaneous Provisions.

(a) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assignees. Except as expressly set forth herein, the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns. MTS agrees not to assign this Agreement to any competitor of CCO without CCO's written permission. CCO shall not assign its interest and obligations under this Agreement to a non-affiliated party without MTS's written permission which shall not be unreasonably withheld, conditioned or delayed. If ownership of MTS's interest in the Property changes during the Term, MTS shall promptly notify CCO of such change, and this Agreement shall run with the land. Prior to transferring ownership of its interest in the Property, MTS shall furnish the new owner with a copy of this Agreement. In no event shall MTS transfer the Property to any third party whose ownership of the Property would subject CCO's operation of the Structure to additional permitting or other governmental requirements or otherwise result in CCO's installation and operation of the Structure being in violation of applicable laws, rules, or regulations.

(b) Any notice to any Party under this Agreement shall be in writing sent by certified mail return receipt requested or reputable overnight courier to the address set forth below the Party's signature, and shall be effective on the earlier of (i) the date when delivered and receipted for by a person at the address specified within this Agreement, or (ii) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such Party to the other Party hereto prior to the notice being delivered.

(c) If suit is brought (or arbitration instituted) or an attorney is retained by a Party because the other Party breached this Agreement, the prevailing Party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses actually incurred.

(d) This Agreement contains the entire agreement between the Parties relating to the subject matter herein. All prior proposals, discussions and writings by and among the Parties relating to the subject matter herein are superseded by this Agreement. This Agreement may not be amended unless such amendment is in

writing and signed by duly authorized representatives of both Parties and recites specifically that it is an amendment to this Agreement. MTS hereby grants CCO all rights necessary to record a memorandum of this Agreement and CCO's rights hereunder without MTS's signature, including a limited power of attorney for such purpose. CCO acknowledges that MTS is a public entity subject to the provisions of the Public Records Act (California Government Code sections 6250 et seq.). However, except as required by law, MTS will not disclose trade secrets or proprietary financial information received from CCO, including, but not limited to, any financial information derived hereunder such as Gross Revenue statements which information CCO considers a trade secret and/or proprietary financial information that is exempted from disclosure under applicable law. The Parties agree that statements provided under Section 3(d) of this Agreement shall contain a cover page with the total Gross Revenues amount and License Fee due, which may be disclosed by MTS but that additional pages shall contain the detail required under Section 3(d) which detail is considered trade secrets or proprietary financial information and shall not be disclosed by MTS to the extent allowed by applicable law. Such agreement not to disclose shall survive the expiration or earlier termination of this Agreement.

(e) If either: (i) a court of competent jurisdiction holds that a material provision or requirement of this Agreement violates any applicable law, or (ii) a government agency with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates laws over which such department or agency has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (2) the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severable provision; and (3) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable.

(f) This Agreement may be signed in counterparts and/or electronically (e.g., via DocuSign) and distributed via electronic copies (i.e., pdf) with the same force and effect as if all required signatures were contained in a single, original instrument.

(g) Each Party hereto represents and warrants to the other that:

(i) it has the full corporate or other organizational power and legal authority to enter into and perform this Agreement in accordance with its terms;

(ii) all necessary corporate or other organizational approvals for the execution, delivery, and performance by MTS of this Agreement have been obtained;

(iii) this Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and

(iv) the execution, delivery, and performance of this Agreement by MTS will not conflict with its articles of incorporation, operating agreement, by-laws, or other governing documents and will not conflict with or result in the breach or termination of, or constitute a default under any lease, agreement, commitment, or other instrument, or any order, judgment, or decree, to which such Party is a party or by which such Party is bound.

(h) No Party's delay or failure to exercise any right, power, or privilege under this Agreement or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any Event of Default hereunder or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege. No waiver shall be valid against any Party unless made in writing and signed by a duly authorized representative of the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(i) The validity, interpretation, construction, and performance of this Agreement shall be governed by the substantive laws of the State of California, to the extent not governed by federal law, without giving effect to the principles of conflict of laws of such State. The Parties acknowledge that jurisdiction exists and venue is proper in the Courts of California for any action brought under this Agreement.

(j) Each of the Parties hereto shall take or cause to be taken such further actions, execute, deliver, and file or cause to be executed, delivered and filed such further documents and instruments, and use their respective best efforts to obtain such consents (including regulatory approvals), as may be reasonably necessary or as may be reasonably requested in order to fully effectuate this Agreement.

(k) No member, official, or employee of MTS shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. CCO warrants that it has not paid or given, and will not pay or give, directly or indirectly, any MTS employee or official any money or other consideration at all, whether or not connected in any way with the subject matter of this Agreement. Further, CCO warrants that it has no knowledge of any financial interest of any MTS employee or official in CCO, directly or indirectly, or in any person or entity affiliated with CCO, or in any transaction in which CCO have been involved.

(l) Each Party hereto acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against the other.

(m) CCO acknowledges that this Agreement shall not be effective until approved by the MTS Board of Directors and executed by the MTS Chief Executive Officer or designee, subject to approval and execution by CCO.

[Remainder of Page Intentionally Left Blank.

Signatures on Following Page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date:

MTS:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By: _____
Name: Sharon Cooney
Title: Chief Executive Officer

Approved as to form:

By: _____
Karen F. Landers
General Counsel

Address for Notice:

Karen Landers, General Counsel
San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, California 92101

Tax ID No.95-3041463

CCO:

CLEAR CHANNEL OUTDOOR, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

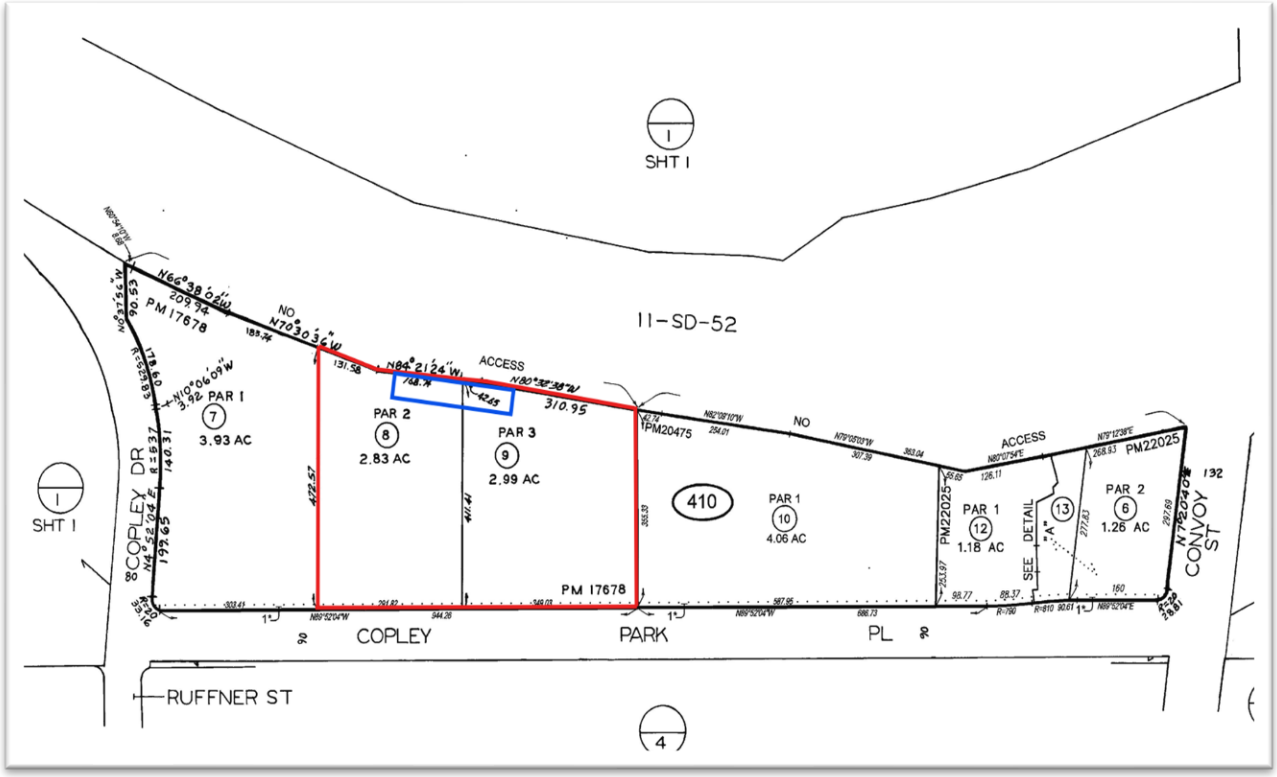
Address for Notice:

Clear Channel Outdoor, LLC
Attn: Vice President of Real Estate
19320 Harborgate Way
Torrance, CA 90301

Clear Channel Outdoor
Attn: Legal Department
2325 East Camelback Road, Ste. 250
Phoenix, AZ 58016

EXHIBIT A

COPLEY PARK DIVISION PROPERTY



Area in red: MTS's Copley Park Division property (between State Route 52 [SR-52] and Copley Park Place).

Area in blue: Projected location of the new digital sign (exact location to be determined, based on Caltrans's willingness to remove trees).

EXHIBIT B

DESCRIPTION OF THE PREMISES

No more than 5,000 square feet of land located on the “Copley Park Division Property” identified on Exhibit A to this Agreement to which this Exhibit B is attached. As set forth in Section 1(a) of the Agreement, this description of the Premises shall be replaced with a detailed description and/or rendering(s) of the Premises following MTS’s approval thereof in accordance with the Agreement.

EXHIBIT C

DESCRIPTION OF THE STRUCTURE

A double-sided digital signage structure containing no less than 672 square feet of display area per side (anticipated displays to be approximately 14'x48' with the overall height of the Structure to be approximately 60-70 feet) located on the "Copley Park Division property" identified on Exhibit A to this Agreement to which this Exhibit C is attached.

The Structure shall include the following features: (2) LED screens that include auto-dimming technology to maintain LED lighting levels with the applicable ambient light throughout the day and downward-facing design.

As set forth in Section 1(a) of this Agreement, this description of the Structure shall be replaced with a detailed description and/or rendering(s) of the Premises following MTS's approval thereof in accordance with this Agreement. The exact size and scale of the Structure will be mutually agreed upon by CCO and MTS during the design review process set forth in Section 4(a).

EXHIBIT D

THE POLICY

https://www.sdmts.com/sites/default/files/policy.21.-revenue-generating-display-advertising-concessions-and-merchandise_1.pdf

EXHIBIT E

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT (the "Agreement") is entered into this ___day of _____, 20__, by and between the San Diego Metropolitan Transit System ("MTS"), and Clear Channel Outdoor, LLC, a Delaware limited liability company ("CCO").

WHEREAS, MTS and CCO entered into a License Agreement dated _____, 20__ (together with any amendments thereto, the "License");

WHEREAS, it is the desire and intent of MTS and CCO to clearly define the terms of said License; and

WHEREAS, capitalized terms used in this Agreement shall have the same meaning as those terms in the License unless otherwise defined herein.

NOW, THEREFORE, it is agreed by and between MTS and CCO that:

1. The Commencement Date as such term is defined and used in the License is _____, 20__.

2. The License Term shall terminate at 11:59 p.m., local time of the state in which the Premises are located, on _____, 20__, subject to any renewal options set forth in the License.

3. Capital Expenses incurred by CCO for purposes of determining the Recoup Date are $_____.

4. The License is now in full force and effect and all terms and conditions of the License are hereby ratified and confirmed.

IN WITNESS WHEREOF, MTS and CCO have executed this Agreement as of the day and year first above written.

MTS:	CCO:
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company
By: _____ Name: Sharon Cooney Title: Chief Executive Officer	By: _____ Name: _____ Title: _____

EXHIBIT F

Form of CCO Advertising Contract

EXHIBIT G

Activities Allowed under Durable Maintenance ROE Permit pursuant to Section 5(c)

This list will be updated upon completion of construction of the Structure.

Routine Maintenance including:

- Power washing of area
- Graffiti removal
- Daily Monitoring of Structure condition

CCO shall work with MTS on scheduling maintenance that would occur outside of the daily routine items listed above to determine if a ROE Permit under Section 5(b) is required.

All routine maintenance activities shall meet the best maintenance practice requirements of MTS's stormwater compliance program.

EXHIBIT H

MTS Right of Entry Permit Template

(in effect as of XXXX)

Agenda Item No. 30

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Fiscal Year (FY) 2027 Transportation Development Act (TDA) Claim

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt Resolution Nos. 26-19 (in substantially the same format as Attachment A), 26-20 (in substantially the same format as Attachment B), and 26-21 (in substantially the same format as Attachment C) approving FY 2027 TDA Article 4.0, 4.5, and 8.0 claims allocating $137,273,612 in TDA revenues for MTS.

Budget Impact

The FY 2027 TDA claims would result in the approval of $137,273,612 in TDA funds for MTS to be utilized in the FY 2027 operating and capital budgets.

DISCUSSION:

The TDA provides one-quarter percent of the state sales tax for operating and capital support of public transportation systems and non-motorized transportation projects. The San Diego Association of Governments (SANDAG), as the designated Regional Transportation Planning Agency, is responsible for the allocation of TDA funds to the region's cities, the County, and transit operators. At its February 27, 2026, meeting, the SANDAG Board of Directors approved the San Diego County Auditor's estimate of $207,794,942 for the FY 2027 TDA apportionment.

A Master Memorandum of Understanding (MOU) exists between SANDAG, MTS, and the North County Transit – San Diego Railroad (NCTD) with respect to the functions and responsibilities transferred to SANDAG as a result 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 2027, $2,986,538 in funding will remain with SANDAG for transferred administrative and planning functions.

TDA allocations are authorized under four separate articles of the law. Article 4 funds are used to provide general public transit services. Article 4.5 funds are designated for community transit services, and pursuant to SANDAG Board Policy No. 027, are allocated within the San Diego

region to support paratransit services required by the Americans with Disabilities Act (ADA). Article 8 funds support specialized services such as express bus and ferry services.

A total of $137,273,612 is estimated to be allocated to MTS for FY 2027. This includes:

- $129,518,384 in TDA Article 4.0 claims
  - $125,676,806 of which will fund operating activities
  - $3,841,578 will fund the capital improvement program
- $6,879,627 in Article 4.5 claims to fund the MTS Access Paratransit services; and
- $875,601 in Article 8.0 claims to fund the ferry/commuter express services.

Actual revenue for MTS will be dependent on regional TDA sales tax receipts meeting the regional estimate, allowing MTS to receive up to the claimed amounts. If regional cash receipts do not meet the estimated totals, there is a reserve held by the County of San Diego to cover shortfalls, or in certain situations, MTS could receive less than these claimed amounts.

Therefore, staff recommend that the MTS Board of Directors adopt Resolution Nos. 26-19 (in substantially the same format as Attachment A), 26-20 (in substantially the same format as Attachment B), and 26-21 (in substantially the same format as Attachment C) approving FY 2027 TDA Article 4.0, 4.5, and 8.0 claims allocating $137,273,612 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. 26-19
B. Resolution No. 26-20
C. Resolution No. 26-21

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 26-19

Resolution Approving Fiscal Year 2027 (FY) Transportation Development Act, Article 4.0

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2027 TDA claim, and

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

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2027 TDA Article 4.0 MTS TDA claim of $129,518,384; $125,676,806 of the 4.0 TDA claim will be used for operating activities, and the remaining $3,841,578 will be used to fund capital.

PASSED AND ADOPTED by the Board of Directors this _17_ day of _September 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:

_____
Office of the General Counsel
San Diego Metropolitan Transit System

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 26-20

Resolution Approving Fiscal Year (FY) 2027 Transportation Development Act, Article 4.5

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2027 TDA claim, and

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

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2027 TDA Article 4.5 MTS TDA claim of $6,879,627. The allocation will be used to fund the MTS Access Paratransit services.

PASSED AND ADOPTED by the Board of Directors this _17_ day of September 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:

_____
Office of the General Counsel
San Diego Metropolitan Transit System

San Diego Metropolitan Transit System
Authorizing Resolution

Resolution Number 26-21

Resolution Approving Fiscal Year (FY) 2027 Transportation Development Act, Article 8.0

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

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2027 TDA claim, and

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

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2027 TDA Article 8.0 MTS TDA claim of $875,601. The allocation will be used to fund the ferry/commuter express services.

PASSED AND ADOPTED by the Board of Directors this _17_ day of _September 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:

_____
Office of the General Counsel
San Diego Metropolitan Transit System

Agenda Item No. 31

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Sale of Twelve (12) Motor Coach Industries, Inc. (MCI) 45-foot D4500 Compressed Natural Gas (CNG) Commuter Coaches

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

1) Negotiate the sale of twelve (12) MCI CNG buses (8500 Series); and

2) Take all actions necessary to fulfill the sale and transfer of vehicles, including executing Memorandum of Understanding (MOU) agreements for the sale of the vehicles.

Budget Impact

The estimated sale cost per vehicle is approximately $90,913.21, for a total estimated cost of $1,090,959 for all twelve buses. Proceeds from the sale of MTS vehicles will be recorded to the MTS Revenue Operations Budget account 901010-440200.

DISCUSSION:

In 2019, MTS procured twenty-four (24) MCI over-the-road CNG coach buses to exclusively support MTS's Interstate-15 commuter express service, operating Monday through Friday during peak periods. The fleet consists of 2020 model-year vehicles, each with an average accumulated mileage of approximately 120,000 miles. Since the COVID-19 pandemic, commuting patterns have changed significantly, and ridership on these services has not returned to pre-pandemic levels. As a result, the current level of service demand no longer supports a fleet of 24 vehicles.

Maintaining a fleet of 24 vehicles to support a current peak service requirement of 10 vehicles results in an excessive spare ratio and ongoing maintenance, inspection, storage, and support costs for vehicles that are not required for daily operations. Because the MCI coaches are specialized commuter vehicles with limited applicability to other MTS services, the excess vehicles cannot be readily redeployed elsewhere in the system. Reducing the MCI fleet by up to 12 vehicles would better align fleet size with current operational requirements, reduce the

resources and costs associated with maintaining underutilized assets, and move MTS closer to compliance with Federal Transit Administration (FTA) spare ratio guidelines.

The proposed sale of vehicles involves up to twelve (12) MCI D4500 commuter coach vehicles that were acquired with FTA funding under the Urbanized Area Formula Program, with federal participation covering eighty percent (80%) of the original acquisition cost. Because the vehicles have not yet reached the FTA established minimum useful life requirement of 12 years or 500,000 miles, a continuing federal interest remains in the assets. As a result, MTS must comply with applicable federal requirements governing the disposition of federally funded vehicles to ensure that the federal investment is protected and the vehicles continue to serve an eligible public transportation purpose.

The sale will be conducted in accordance with applicable FTA requirements, including FTA Circular 5010.1F and 2 CFR § 200.313, which permit the transfer of federally funded assets while preserving the remaining useful life and federal interest associated with the vehicles. Consistent with these requirements, the value of each vehicle will be calculated based on its remaining netbook value attributable to the local, non-federal twenty percent (20%) share of the original acquisition cost. The purchaser will assume responsibility for all future operation, maintenance, registration, transportation, and disposition requirements associated with the vehicles, as well as all applicable federal obligations during the remainder of the vehicles' useful lives.

Vehicle-specific pricing will be determined using the remaining useful life and depreciation schedules established for the fleet. Based on the current depreciation schedule, the purchase price will be approximately $90,913.21 per vehicle if the sale occurs in September 2026, or $89,783.85 per vehicle if the sale occurs in October 2026, with the final amount determined by the actual month of sale.

Per MTS Board Policy No. 33 (Capital Asset Disposal), Section 33.3 – Negotiated Sale, capital assets with an individual value exceeding $10,000 or an aggregate value exceeding $25,000 may be disposed of through a negotiated sale, subject to Board approval. If approved, the Board may authorize the CEO to negotiate the sale price.

Therefore, staff recommends that the MTS Board of Directors:

1) Authorize the CEO to negotiate the sale of twelve (12) MCI CNG buses (8500 Series); and

2) Authorize the CEO to take all actions necessary to fulfill the sale and transfer of vehicles, including executing MOU agreements for the sale of the vehicles.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Agenda Item No. 32

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

IAD & KMD Fluid Distribution System Replacement – Job Order Contract (JOC) Work Order

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC441-13 under MTS Doc. PWG441.0-25 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of $744,381.99 for the removal and replacement of the service fluid distribution systems currently in place in the service shops at both the Imperial Avenue Division (IAD) and Kearny Mesa Division (KMD) locations.

Budget Impact

The total contract cost is estimated to be $744,381.99. Under separate MTS Doc No. L1282.0-16, with the Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of $13,101.12. The project will be funded by Capital Improvement Program (CIP) 3008127001 – IAD & KMD Service Fluid System Replacement.

DISCUSSION:

Service Fluid Distribution Systems at End of Useful Life

The Imperial Avenue Division (IAD) and the Kearny Mesa Division (KMD) have service fluid distribution systems which support the efficient repair and servicing of buses. These systems have both reached the end of useful life and require full replacement of hoses, reels, and dispensers to be returned to a state of good repair. In addition to the required replacements, some components will be completely removed, as service fluids have changed with the transition from fossil fuels to CNG and some EV buses.

JOC Procurement Method

The required work will be performed under a JOC work order issued to ABCGC. JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

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

On September 24, 2025, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC building and facilities construction services that primarily consist of repair, remodeling, or other repetitive work, and general building and facility contracting services. These services include, but are not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

Five (5) bids were received, and MTS determined that ABCGC was the lowest responsive and responsible bidder. On December 18, 2025 (Agenda Item (AI) 7), the MTS Board authorized the CEO to execute MTS Doc. No. PWG441.0-25 with ABCGC for General Building Construction Services. Today's work order will be issued under this master agreement.

Today's proposed action would issue a work order to ABCGC under their JOC Building and Facilities Construction Services master agreement. ABCGC and its subcontractor will provide all materials, labor, and equipment for the Building C Crane Replacement. Pricing for this repair work order was reviewed and determined to be fair and reasonable.

Work is expected to be completed within one hundred twenty (120) days of issuance of the notice to proceed.

For this project, ABCGC will utilize the following subcontractor:

Subcontractor Name	Subcontractor Certification	Subcontractor Amount
Western Pump	None	$476,419.93

This work order is not subject to the Project Labor Agreement (PLA) approved under Board Policy No. 66 because it is a work order under $1,000,000.00.

Therefore, staff recommends that MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC441-13 under MTS Doc. PWG441.0-25 (in substantially the same format as Attachment A), with ABCGC, in the amount of $744,381.99 for the removal and replacement of the service fluid distribution systems currently in place in the service shops at both the IAD and KMD locations.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order MTSJOC441-13

Metropolitan Transit System

JOB ORDER CONTRACT
WORK ORDER

PWG441.0-25
CONTRACT NUMBER

MTSJOC441-13
WORK ORDER NUMBER

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: ABC General Construction, Inc.

Address: 1941 Friendship Drive, Ste F
El Cajon, CA 92020

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 619-937-1010

Authorized person to sign contracts: Travis Brozowski (Name) CEO (Title)

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG441.0-25), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED $744,381.99

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ABC GENERAL CONTRACTOR, INC.
By: _____ Sharon Cooney, Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Karen Landers, General Counsel	Title: _____

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EXHIBIT A
(Scope of Work)

DRAFT

San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 9/1/2026

Job Order Contracting

To: Travis Brozowski
ABC General Inc.
3120 National Ave
San Diego, CA 92113
(619) 239-3428
travis@abcgeneralinc.com

From: Noah Cappadocia
San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, CA 92101
(619) 557-4576
Noah.Cappadocia@sdmts.com

Contract Number: PWG441.0-25

Job Order Number: MTSJOC441-13

Job Order Title: IAD & KMD Fluid Distribution

Location: IAD
100 16th St.
San Diego, CA 92101

Brief Scope of Work:

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

SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

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1 GENERAL:

The existing service fluid distribution systems at both KMD (Kearny Mesa Division) and IAD (Imperial Avenue Division) have reached the end of their useful life and are in need of complete replacement. The existing system consists of fluid dispensing hose reels, oil, grease, and coolant dispensing tips, and fluid dispensing pumps.

All work is to occur within the maintenance garage and service lane areas of both IAD and KMD.

2 STAGING:

Contractor is to keep and store all materials and equipment within a laydown area that is to be coordinated by contractor and MTS facility staff. Any further staging would have to be coordinated with the MTS Project Manager. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc. 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. Remaining vehicles are to be parked on adjacent streets and public parking areas.

3 TEMP FACILITIES:

The contractor may utilize MTS restrooms and hand wash facilities as needed. Contractor is responsible for any and all temp power and water.

4 SAFETY AND ACCESS:

Diligent caution must be taken during the undertaking of this work. All work will occur within active bus maintenance facilities. Key personnel will be granted badges for access. Only vehicles necessary for the performance of the work shall be parked within the yard adjacent to the IAD and KMD shops and maintenance bays.

Max speed on the lot is 10 MPH. Contractor, subcontractors, vendors and supplier are to adhere to the speed limit, stop at all stop signs, and stop at all crosswalks. Failure to do so will result in MTS not granting any future vehicular access to the IAD property.

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. Contractor is responsible for general cleanup at the end of each work day. Contractor is responsible for collection and legal disposal of all waste fluids/cleaning fluids generated as part of this contract. Contractor will be required to furnish all manifests showing legal collection and disposal of these fluids per all local AHJ rules and regulations.

6 SCHEDULE AND SEQUENCING:

All work shall be completed within One Hundred Twenty (120) calendar days from issuance of Notice to Proceed. It is assumed there will be some lead time for some items, which is included in the duration. The work shall commence once all material is available and the work can proceed without stoppages.

Phasing will be required such that only 2 bays at either facility can be down at a time in the main maintenance buildings and only 1 service lane bay can be down at a time.

7 DETAILED SCOPE OF WORK:

Contractor will be responsible for providing all labor and materials associated with the following scope of work:

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Currently between all locations at IAD and KMD there are a large number of product reels that are beyond their useful life and are in need of replacement. The reels include CNG Oil, ATF (gear oil), Transmission Fluid, Coolant, Air, Power, and Lubricant/Grease. All new reels are to receive new dispensing guns and pulse meters that are compatible with the existing fleet watch system on site. MTS will consider proposed alternatives configurations to the existing dispensing layout.

Contractor will also be responsible for proper labeling and color-coding product lines throughout the MTS facilities. Labeling and color coding is to be done at the pumping source, intermittently on product lines (approximately every 10-15 LF of pipe), and at reels/dispensers. The intent of this color coding is for sake of clarity on product routing and is not intended to be a full repainting/resurfacing of existing product lines. Color coding/line identification method is to be identifiable/readable from the floor of the maintenance buildings.

The site-specific scopes are as follows:

IAD:

The IAD Service lanes are to have all pulse meters and 24 reels removed, with only 7 reels being replaced. Of the 7 reels being replaced, 3 will be for CNG oil and are to get new pulse meters and dispensing guns, 3 will be for coolant and require new reels, dispensing heads, and pulse meters, and one reel is to be air with a quick connect attachment.

The IAD RAM shop currently has multiple configurations of reel groupings. These groupings vary between bays. The bay specific numbers are as follows:

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Location	Demo Qty	Install Qty	Notes
Bay 1	7	6	One air reel to be removed
Bay 2	7	3	Only air, coolant, and grease to remain
Bay 3	10		

9

One air reel to be removed

Bay 4

14

13

One air reel to be removed

Bay 7

14

13

One air reel to be removed

Bay 8

10

9

One air reel to be removed

Bay 9

8

7

One air reel to be removed

Bay 11

10

9

One air reel to be removed

Bay 12

14

13

One air reel to be removed

TOTAL

94

82

DRAFT

These groupings of the reels are to be replaced including all dispensing guns and pulse meters. Currently the CNG, ATF, W-40, and some coolant reels have pulse meters and need to have dispensers that are compatible with the pulse

meters as well as the existing fleet watch system. Additionally, the differential fluid reels should also receive the same dispensing gun, though it will not be included in the pulse meter/fleet watch system. Contractor is to flush all W-40 hardlines and repurpose these for use with new Transmission Fluid reels and barrel pump. Contractor is to provide and install a new barrel pump and all necessary appurtenances at the existing W-40 line point of connection so that MTS may utilize this pump for Transmission Fluid that is delivered and served out of 55 Gallon drums. All fluid products to be used for recharging all product lines are to be provided by contractor. MTS will provide product specifications for all service fluids to be procured by contractor as part of bid documentation.

Location	Demo Qty	Install Qty
Service Lanes	24	6
RAM Building	94	82
Total	118	88

DRAFT

KMD:

Contractor is to remove and dispose of all (17) existing service lane reels, pulse meters, and dispensers, and provide and install 6 new reels, 6 pulse meters, and 6 dispensers. New reels and dispensers are to be 3 coolant and 3 CNG oil. Contractor is to ensure that new pulse meters and dispensers are compatible with existing fleet watch system. Contractor is also to remove and cap existing air lines in the service lanes.

In the KMD maintenance shop, contractor is to ensure that all new dispensing guns and pulse meters are compatible with existing fleet watch system. There are currently 20 pulse meters present in the KMD maintenance shop, all 20 meters are to be removed, and 15 new meters are to be installed. There are 5 product lines that are not to receive new pulse meters. The product lines not to receive pulse meters should be capped in place.

Contractor is also responsible for full demolition and disposal of existing piston pumps in the existing pump room. Contractor is to provide and install new AST pumps (piston and diaphragm) directly on ASTs and reroute all piping accordingly. Contractor is also to provide and install 3-barrel pumps in existing pump room. Contractor is to verify operation and routing of all existing piping. Some existing product lines were rerouted and altered in the past with no record of changes made.

Contractor will also be responsible for proper labeling and color-coding product lines throughout the MTS facilities. Labeling and color coding is to be done at the pumping source, intermittently on product lines (approximately every 10-15 LF of pipe), and at reels/dispensers. The intent of this color coding is for sake of clarity on product routing and is not intended to be a full repainting/resurfacing of existing product lines. Color coding/line identification method is to be identifiable/readable from the floor of the maintenance buildings.

The KMD Maintenance shop currently has multiple configurations of reel groupings. These groupings vary between bays. The bay specific numbers are as follows:

DRAFT

Location

Demo Qty

Install Qty

Notes

Brake Pit

13

5

Only 3 electrical and 2 air to be replaced

Bay 1

10

10

2 Reels of Electrical

Bay 3

9

9

1 Reel of Electrical

Bay 5

9

9

2 Reels of Electrical

Bay 9

8

8

Bay 10

2

2

Bay 11

9

9

2 Reels of Electrical

Bay 12

1

1

Bay 13

7

7

1 Reel of Electrical

Body Shop

6

6

3 Air and 3 Electrical

TOTALS

74

66

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Location

Demo Qty

Install Qty

Service Lanes

17

6

Maint. Building

74

66

Total

91

72

All fluid products to be used for recharging/flushing all product lines are to be provided by contractor. MTS will provide product specifications for all service fluids to be procured by contractor as part of bid documentation.

Contractor is also to demo and replace, or install new, ball valves at all reel locations for ease of replacement in the future.

Oil and grease pumps are to be Graco Fireball or approved equal

Coolant pumps to be Graco Husky 1050 dual diaphragm or approved equal

Reels are to be Samson 504 50’ or approved equal.

Hose requirements are as follows:

- Coolant and air reels shall have 3/8” ID hose
- All oil reels shall have ½” ID hose
- Grease shall have 3/8” ID hose

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- Grease reel shall be 3/8” NPT inlet, and all other reels shall have ½” NPT inlets

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

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EXHIBIT B
(Cost Breakdown)

DRAFT

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $744,381.99
Approved Date: August 25, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-13

Job Order Name: IAD & KMD Fluid Distribution

Location: IAD 100 16th St. San Diego, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$24,865.44	$0.00	$0.00	$24,865.44
11	Equipment	$417,136.24	$0.00	$64,847.18	$481,983.42
21	Fire Suppression	$3,446.53	$0.00	$0.00	$3,446.53
22	Plumbing	$222,637.34	$0.00	$11,449.26	$234,086.60
	Total:	**$668,085.55**	**$0.00**	**$76,296.44**	**$744,381.99**

Line Count: 9 **Proposal Total: $744,381.99**

Total Reflects Filtered Statuses: Added, Clarification Requested, Clarified, Confirmed Removal, Modified, No Change, OverRuled, Rejected, Removed, Retained, System Removal Acknowledged by Contractor, System Removal Acknowledged by Owner, System Removed

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

DRAFT

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $744,381.99
Approved Date: August 25, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-13

Job Order Name: IAD & KMD Fluid Distribution

Location: IAD 100 16th St. San Diego, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

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01 General Requirements **$24,865.44**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012220000027	Laborer		60.00	$99.91	HR	0.8500	$5,095.41

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment No** **Includes Materials No**

User Note: Laborer to open and close Bird netting every day, 1 hr per day

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

Total: $5,095.41

Division 01 General Requirements Total: $5,095.41

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
2	012223000061	30' Electric, Scissor Platform Lift		60.00	$338.54	DAY	0.8500	$17,265.54

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

User Note: 60 NON consecutive Days

Total: $17,265.54

Division 01 General Requirements Total: $17,265.54

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
3	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed		2.00	$1,473.23	EA	0.8500	$2,504.49

Accepted

History: 1.1 Added,2.0 Accepted

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: Scissor Lift delivered to 2 locations

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

Total: $2,504.49

Division 01 General Requirements Total: $2,504.49

11 Equipment **$481,983.42**

** Includes Price Changes due to Construction Task Catalog update*

DRAFT

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $744,381.99
Approved Date: August 25, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-13

Job Order Name: IAD & KMD Fluid Distribution

Location: IAD 100 16th St. San Diego, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
4	111119000005	1/2" x 50' Hose, Air Or Water Reel (Alemite 8078-M)		150.00	$1,120.22	EA	0.8500	$142,828.05
Accepted		*History: 1.1 Added,2.0 Accepted*	Demo:	216.00	$143.95	EA	0.8500	$26,429.22

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: NEW REELS

Total: $169,257.27

Division 11 Equipment Total: $169,257.27

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
5	111119000007	1", Oil, Air Operated Diaphragm Pump (Alemite 8323)		150.00	$1,770.64	EA	0.8500	$225,756.60
Accepted		*History: 1.1 Added,2.0 Accepted*	Demo:	216.00	$191.92	EA	0.8500	$35,236.51

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: NEW DISPENSORS

Total: $260,993.11

Division 11 Equipment Total: $260,993.11

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
6	111119000010	50:1 High Pressure Grease Pump For 400 Lb. Drum (Alemite 9979-A)		6.00	$1,817.48	EA	0.8500	$9,269.15
Accepted		*History: 1.1 Added,2.0 Accepted*	Demo:	6.00	$95.96	EA	0.8500	$489.40

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: NEW AST PUMPS

Item Note: Includes pump, drum cover and follower plate.

Total: $9,758.55

Division 11 Equipment Total: $9,758.55

DRAFT

** Includes Price Changes due to Construction Task Catalog update*

Price Proposal Detail Report

By Division
Version: 2.0
Approved
Proposal Value: $744,381.99
Approved Date: August 25, 2026

Catalog: August 2025 - SDMTS, General Building and Facilities Construction Services

Job Order: MTSJOC441-13

Job Order Name: IAD & KMD Fluid Distribution

Location: IAD 100 16th St. San Diego, CA 92101

Contractor: ABC General Inc.
Contract Number: PWG441.0-25
Contract Name: JOC General Building and Facilities Construction Services

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
7	111119000012	Rigid Extension, Digital Oil Meter (Alemite 3670)		72.00	$641.87	EA	0.8500	$39,282.44
Accepted		*History: 1.1 Added,2.0 Accepted*	Demo:	88.00	$35.99	EA	0.8500	$2,692.05

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: PULSE METERS

Total: $41,974.49

Division 11 Equipment Total: $41,974.49

21 Fire Suppression **$3,446.53**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
8	210110910009	>250 To 500', Up To 1-1/2" Diameter Pipe, Purge Liquid System For Sprinkler Upgrades		6.00	$675.79	EA	0.8500	$3,446.53
Accepted		*History: 1.1 Added,2.0 Accepted*						

Includes Labor Yes **Includes Equipment Yes** **Includes Materials No**

User Note: IAD SHOP - CLEANING AND COMISSIONING OF W-40 LINES

Total: $3,446.53

Division 21 Fire Suppression Total: $3,446.53

22 Plumbing **$234,086.60**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
9	221119000331	1" Threaded Reduced Pressure Zone Assembly With Quarter Turn Shut-offs (Watts 009M2 QT series)		242.00	$1,082.34	EA	0.8500	$222,637.34
Accepted		*History: 1.1 Added,2.0 Accepted*	Demo:	242.00	$55.66	EA	0.8500	$11,449.26

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

User Note: SHUTOFFS AT EACH REEL

Total: $234,086.60

Division 22 Plumbing Total: $234,086.60

Proposal Total: $744,381.99

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

** Includes Price Changes due to Construction Task Catalog update*

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EXHIBIT C
(Subcontractor Listing)

DRAFT

San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 9/1/2026

Job Order Contracting

Contract #: PWG441.0-25

Job Order #: MTSJOC441-13

Job Order Title: IAD & KMD Fluid Distribution

Job Order Value: $744,381.99

Location: IAD

Contractor: ABC General Inc.

Subcontractor: Western Pump

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	Participation %
Western Pump 13370 Kirkham Way, Poway, CA 92064	673853	Reel Installation	No Certification	$476,419.93	64.00%

Summary

Certification Name	Value	% Subcontracted
No Certification	$476,419.93	64.00%
Total	**$476,419.93**	**64.00%**

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Agenda Item No. 33

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Tenant Relocation Payment Approval – Clean Transit Advancement Campus

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve a payment to Sanwood Fine Carpentry & Construction Inc. (Sanwood) of $33,200.00 for business reestablishment expenses and $104,215.00 for Furniture, Fixtures and Equipment payments related to the relocation of the Sanwood business from the MTS-owned Clean Transit Advancement Campus (CTAC) property.

Budget Impact

The total cost of this payment is $137,415. This payment will be funded by the Capital Improvement Program (CIP) 3004100801 – Clean Transit Advancement Campus (CTAC).

DISCUSSION:

CTAC is a planned new bus division in southeastern San Diego. MTS's CIP Budget includes funds to acquire the properties needed for this project and to fund legally required tenant relocation expenses. Funding for the design and construction phase will be part of a future CIP budget.

Acquisition of CTAC Real Property

On October 20, 2022 (Agenda Item (AI) 30), the MTS Board approved the property located at 4506 to 4588 Federal Boulevard and the northwest corner of Federal Boulevard and 47th Street as the site for the CTAC project. On March 4, 2024, MTS closed on the purchase of 3 of the 5 parcels that make up the CTAC site. On November 14, 2024 (AI 19), the MTS Board approved the filing of eminent domain actions to acquire the remaining 2 parcels. Those actions are ongoing.

Relocation of CTAC Tenants

Just as owners of real property are entitled to "just compensation" when a public agency acquires their property for a public project, tenants of such properties are entitled to certain payments and reimbursements when they are required to move to accommodate a public project. Consistent with this obligation, MTS has begun relocating tenants from the acquired CTAC parcels. All tenants for the CTAC property are commercial businesses. Relocation discussions are being handled by an MTS-contracted relocation specialist, Epic Land Solutions (EPIC). Relocation assistance payments are approved by the CEO or the Board pursuant to the spending authority limits in Board Policy 41 (Signature Authority). CEO-approved payments are reported to the Board consistent with Board Policy 9 (Relocation Assistance Program). Today's proposed action relates to tenant Sanwood Fine Carpentry & Construction Inc. (Sanwood), which requires MTS Board authority to approve the final payment.

Sanwood was a tenant at the industrial property known as 4514 Federal Boulevard, Suite D, San Diego, CA. After working with MTS and EPIC, Sanwood vacated the property on May 15, 2026 and moved to a new location at 7687 Lemon Ave, Lemon Grove, CA 91945. Through the relocation process, MTS, EPIC, and Sanwood identified the following amounts owed to Sanwood under Board Policy 9 and the applicable state and federal requirements:

Type of Payment	Amount	Status
Relocation Expenses	$37,245	Paid (2 payments: 1/27/26 and 4/21/26)
Reestablishment Expenses	$33,200	*Today's proposed action*
Furniture, Fixtures & Equipment (FF&E)	$104,215	*Today's proposed action*
TOTAL	$174,660	

<u>Relocation & Reestablishment Payments</u>

Relocation & reestablishment payments are (1) actual moving and reasonable reestablishment expenses or (2) a lump sum payment determined by a set formula. State and federal law establish that, upon acquisition of property for a public project, tenants and businesses operating on the premises are entitled to have the acquiring agency pay costs related to the business vacating the premises and relocating to a new location. Agencies are required to provide relocation assistance in the form of help finding a new location and payment of expenses related to moving to the new location and reestablishing the business once there.[1]

Rather than take a lump sum payment, Sanwood elected to receive relocation & reestablishment payments reimbursing them for their actual expenses incurred.

The total relocation payment was $37,245.00 (Attachment A) and split into two payments to assist Sanwood with cash flow related to the move. The first payment was made on January 27, 2026, to start the relocation and the second was on April 21, 2026, to complete the relocation.

[1] Payment of "actual reasonable moving expenses" and "reestablishment expenses" are required under Cal Code Reg. Title 25, Section 6090 and 49 Code Federal Regulations section 24.301, 24.303, 24. 304. In general, the more generous provisions will apply.

Reestablishment expenses are related to business improvements required at the new business location. Sanwood successfully reestablished its business operations at its new Lemon Grove site after incurring $33,200 in reestablishment expenses on items like electrical panel upgrades, plumbing changes, internet setup, security system installation and other various expenses, as detailed on Attachment B.

FF&E Payments

State and federal law require that, upon acquisition of property for a public project, the acquiring agency is required to pay compensation to the property owner and/or tenants for the property, fixtures, and personal equipment acquired by the agency, including if it would be uneconomical for the tenant to take the FF&E with them upon relocation. Typically, a tenant is the owner of FF&E related to their business and tenant unit. EPIC conducted evaluations of each lease unit and worked with the tenants to identify what portions of FF&E could be moved to the tenant's new location, and what FF&E reasonably needed to be abandoned in place on the CTAC site. If the FF&E was abandoned in place, then MTS was required to pay the then fair market value in place (considering the age, condition, and remaining useful life of each asset) of the FF&E.[2]

An FF&E appraisal was completed by Desmond, Marcello & Amster, LLC with a valuation date of August 18, 2023. Upon vacation by Sanwood and confirmation by EPIC (Attachment C) the value of the FF&E being acquired by MTS is $104,215.

Total amount paid to Sanwood to date is $37,245. The additional payments of $33,200 for business reestablishment and $104,215 for FF&E bring the total payment to Sanwood to $174,660. Pursuant to MTS Board Policy 41, payments over $150,000 require MTS Board approval.

Therefore, staff recommends that the MTS Board approve a payment to Sanwood of $33,200.00 for business reestablishment expenses and $104,215.00 for FF&E payments related to the relocation of the Sanwood business from the MTS-owned CTAC property.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Relocation Claim Summary
B. Reestablishment Expense Summary
C. FF&E Claim Summary

[2] FF&E Payments are governed by the Uniform Relocation Real Property Acquisition Policies Act of 1970, as amended; and California Government Code section 7267 and its implementing regulations (Cal. Code Reg. Title 25, Section 6100).

Epic Land Solutions, Inc.
Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
epicland.com

FEDERAL

March 25, 2025

Sanwood Fine Carpentry & Construction Inc.
Attn: Carlos Sanchez
4514 Federal Blvd. #C & #D
San Diego, CA 92102

NOTICE OF ELIGIBILITY
RELOCATION ASSISTANCE FOR BUSINESS, FARM, OR NONPROFIT ORGANIZATION

Dear ***Occupant:***

As part of Clean Transit Advancement Campus Project ("Project"), the San Diego Metropolitan Transit System ("MTS") made an offer to purchase on February 1, 2024, and successfully purchased on March 4, 2024, all or a portion of the property which you occupy at 4514 Federal Boulevard #C & #D. As the business occupant of the property, you may be entitled to certain benefits under 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("Uniform Act"). The benefits are outlined below. *It is important that you understand the conditions described below which must be met before any payments can be made.*

This is a notice of eligibility for relocation assistance. Our records indicate that you are a business occupant of this property. To carry out our plans to develop a public transit project, it will be necessary for you to permanently relocate. However, you *do not* need to move now. You will not be required to move without at least 90 days advance written notice of the date by which you must vacate.

The effective date of your eligibility, known as the "initiation of negotiations", is **October 24, 2024.** When you do move, you will be entitled to relocation payments and other assistance in accordance with the ***Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)*** The effective date of this Notice is **October 24, 2024** and you are now eligible for relocation assistance.

As the business occupant of the property, you may be entitled to the following:

Relocation Advisory Assistance

MTS's representative will assist you in the search for a new place to conduct your business. Information on maps of available properties, typical real estate purchase and rental costs, and

the services offered by other agencies in the area are also available. If you want assistance, please contact the relocation consultant listed below.

Moving and Related Expenses

Businesses may be paid based on the actual reasonable moving and related costs and re-establishment expenses as MTS determines to be reasonable and necessary. A detailed description of the Moving and Related Expenses are outlined in detail in the attached Acquisition and Relocation Brochure.
You may choose to move either by a commercial mover or take full responsibility for all or part of the move yourself. In either case, you must first provide MTS at least two (2) reasonable bids or estimates upon which to base payment. For a commercial move, you will need receipts and/or other documentation for reimbursement or a direct payment to the mover. The "self-move" requires no further documentation (other than the bids) for payment.

Re-Establishment Expenses

In addition to the payments available above, a business may be eligible to receive a payment, not to exceed $33,200, for expenses actually incurred in relocating and reestablishing at a replacement site. They may also be eligible for a payment for time spent searching for a replacement property, not to exceed $5,000.

Obtaining Bids

A bid is an offer to perform a specific task at a specific price. It is a lump sum fixed amount to do an identified task. MTS does not solicit estimates to determine the cost. A bid format will be explained by your Relocation Consultant, so that the bids can be generated in a manner which will permit your Relocation Consultant the necessary information in order to be able to review the bid, to determine which expense is reasonable, necessary, and justifiable. Failure to adhere to the bid format may result in a delay in processing the bid, and/ or complete denial of the expense. We will require at a minimum 2 (two) bids for each expense being claimed, except for permits and licenses.

FAILURE TO PROVIDE BIDS AND OBTAIN PRE-APPROVAL BEFORE EXPENSES ARE INCURRED MAY RESULT IN NON-REIMBURSEMENT OF ANY EXPENSE.

I HAVE READ AND UNDERSTOOD THIS PARAGRAPH

DISPLACEE'S INITIALS

Fixed Payment In-Lieu of Payment for Actual Moving and Related Expenses and Re-Establishment Expense

In lieu of a payment for actual moving and related expenses and re-establishment expenses, you may elect to receive an amount equal to your business' recent average annual net earnings in an amount not less than $1,000 nor more than $55,000. A displaced business is eligible for the payment if MTS determines that:

a) The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move, and the business vacates or relocates from its displacement site.

b) The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless MTS determines that it will not suffer a substantial loss of its existing patronage.

c) The business is not part of a commercial enterprise having more than three other entities which are not being acquired by MTS, and which are under the same ownership and engaged in the same or similar business activities.

d) The business is not operated at a displacement dwelling or site solely for the purpose of renting such dwelling to others.

e) The business contributed materially to the income of the displaced person during the two taxable years prior to displacement.

Relocation Appeals

If you lease or rent from MTS, failure to pay necessary rental payments to MTS may reduce the relocation payment which you will receive. Uniform Act provides that a person may appeal to the head of the responsible department if the person believes that MTS has failed to properly determine the person's eligibility or the amount of the payment authorized by the Uniform Act. You have the right to be represented by legal counsel at your own expense, but their presence is not required. If you still believe a proper determination has not been made by MTS's Relocation Appeals Board, you may seek judicial review. Additional information about the appeal procedure will be provided to you if you desire. Moving and related payments may not be considered as income for the purposes of personal income tax laws, however, please consult with your tax adviser. Furthermore, these payments are not considered income or resources to recipients of public assistance.

It is important that you understand the matters explained above which relate to your eligibility. Attached is a brochure entitled, "Relocation Assistance to Displaced Business, Nonprofit Organizations, and Farms. Please read the brochure carefully. It will help you determine which of the payments are most advantageous to your business. The Relocation Consultant will contact you soon to determine your needs and preferences. They will further explain your rights and help you obtain the relocation payment and other assistance for which you are eligible. If at any time you want assistance, please contact your Relocation Consultant found below:

EPIC LAND SOLUTIONS
Maria Sauza
Phone (951) 321-3553
msauza@epicland.com

Please do not move before you have fully discussed and understood your eligibility for assistance. **This letter is important and should be retained.**

Sincerely,

Kari Anvick,
Project Manager, Epic Land Solutions

Epic Land Solutions is an authorized contractor for MTS.

Approved as to form:

Sean Myott
MTS, Manager of Real Estate Assets

Attachment: Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms

ACKNOWLEDGMENT BY OCCUPANTS

I was personally contacted by the Relocation Consultant for the Clean Advancement Transit Campus. I have been given a copy of this notice and I have had the available services and entitlements explained to me. I have been advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

Name:	Signature:	Date:
CARLOS SANCHEZ		09/26/25

Epic Land Solutions, Inc.
Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
epicland.com

August 29, 2025

REQUEST FOR FUNDS
VIA EMAIL DELIVERY

Sean Myott
MTS Manager of Real Estate Assets
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

Regarding: Clean Transit Advancement Project
Moving Payment
Request for Funds – Sanwood Fine Carpentry & Construction Inc.

Dear Mr. Myott,

Please consider this letter a formal request for relocation reimbursement funds in connection with the Clean Transit Advancement Project. Sanwood Fine Carpentry & Construction Inc., was displaced as a result of this project and is eligible to receive relocation assistance for actual moving and related expenses in accordance with both the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," as amended, and Title 25 of the California Code of Regulations.

According to Cal. Code Regs. tit. 25 § 6034, a displaced business is entitled to receive actual reasonable moving and related expenses, as well as certain reestablishment expenses, subject to the eligibility criteria and documentation requirements set forth in §§ 6032 through 6044. The allowable costs include, but are not limited to:

- Transportation of personal property
- Packing, crating, and unpacking
- Disconnecting, dismantling, removing, reassembling, and reinstalling equipment
- Insurance for property in transit
- Utility connection charges
- Costs related to search for a replacement site
- Limited reestablishment costs as defined under § 6036

Sanwood Fine Carpentry & Construction Inc., has submitted the required documentation evidencing eligible expenses incurred in the course of its relocation.

These costs have been reviewed and deemed eligible under both Federal Regulation 49 C.F.R. § 24.301 and California Code of Regulations Title 25. The business was not part of a chain, could not be relocated without a substantial loss of patronage, and was operating at the site lawfully for at least 180 days prior to the initiation of negotiations, as required by § 6032.

This check request represents the amount necessary to reimburse Sanwood Fine Carpentry & Construction Inc., for the actual, reasonable, and eligible relocation expenses incurred. Upon MTS review and approval, we respectfully request a check be made payable to:

Sanwood Fine Carpentry & Construction Inc.
In the amount of: $37,245.00

Sanwood Fine Carpentry & Construction Inc., will vacate the property on November 1, 2025. Once the check has been prepared, please notify Epic Land Solutions, Inc. and mail check directly to Sanwood Fine Carpentry & Construction Inc. If you have any questions regarding the enclosed or require any further documentation to process the check request, please feel free to contact me at (951)321-3553.

Sincerely,

Maria Sauza

Maria Sauza, Right of Way Agent
msauza@epicland.com

EPIC

Claim for Non-residential Actual Reasonable Moving and Related Expenses

INSTRUCTIONS AND PRIVACY NOTICE: This claim form is for the use of displaced businesses, nonprofit organizations, and farms that wish to claim a payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than claim a Fixed Payment. An Epic representative of the Displacing Agency will help you complete the form and will explain the different payment types, the information that you must provide in support of this claim, eligibility requirements, and time limits to file a claim. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Act (URA) and/or California Relocation Assistance Act. Attach receipts, invoices or other documentation to identify expenses claimed.

Claim Type:	**FEDERAL - Actual Moving Expenses**
Agency:	**San Diego Metropolitan Transit System (MTS)**
Project:	**Clean Transit Advancement Project**
Epic Case#:	**R8 & R9**
Program:	**Federal Other**

1. Legal Business Name	2. Name, Title, Address of Claimant or Claimant's Agent	3. Claimant's or Agent's Phone
Sanwood Fine Carpentry & Construction Inc.	**Carlos Sanchez**	**(619) 429-1505**

Site	Displacement and Replacement Address	Date move started / date move completed
4. You Moved **FROM**	**4582 Federal Blvd. #A San Diego, CA 92102**	**TBD**
5. You Moved **TO**	**7687 Lemon Ave, Lemon Grove, CA 91945**	**TBD**

6. Type of operation: [X] Business [ ] Farm Operation [ ] Nonprofit Organization

7. Type of ownership: [ ] Sole Prop. [ ] Partership [X] Corporation [ ] Nonprofit Organization

8. Moving Payment Determination	Amount
(a) Moving Expenses from Section A	**$37,245.00**
(b) Storage Expenses from Section B	$0.00
(c) Re-establishment Expenses from Section C (not to exceed $25,000)	$0.00
(d) Searching Expenses from Section D (not to exceed $2,500)	$0.00
(e) Actual Direct Loss of Personal Property from Section E	
(f) Substitute Personal Property from Section F	$0.00
(g) Total Expenses Claimed (lines (a) through (f))	
(i) Total amount of payments previously received for expenses claimed here (from Section G)	$0.00
(j) Amount Requested this Claim (Line 8(h) minus line 8(i) or describe in Notes)	**$37,245.00**

9. Certification by Claimant(s): *I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source.*

Signature(s) of Claimant(s) or Authorized Agent	Date

FOR AGENCY AND/OR AGENCY REPRESENTATIVES USE ONLY

10. Is this an advance claim based on prelim. info?: [ ] YES [x] NO

11. Is this a final claim for this benefit type?: [x] YES [ ] NO

12. Recommended Benefit Payment(s):

Chk #	Payable To	In The Amount	Check Disposition
# 1	**Sanwood Fine Carpentry & Construction Inc.**	**$18,622.50**	**Hold for pick-up by claimant**
# 2	**Sanwood Fine Carpentry & Construction Inc.**	**$18,622.50**	**Hold for pick-up by claimant**
# 3			

13. Benefit Payment(s) Actions:

Action	Name & Title	Initial	Date
Epic Recom-mended:	**Maria Sauza Senior Right of Way Agent**	ms	**8/29/2025**
Epic Reviewed:	**Kari Anvick California Senior Regional**	**KA**	**8/29/2025**
Agency Approved:			

Section A: Actual Moving Expenses Claimed				Page 2 of Epic claim:	0
#	Expense Type	Previously paid (Y/N)	Vendor/Contractor and description (attach invoices/receipts unless previously claimed)		Amount
(1)	Moving of pers. prop.	No	Sullivan Moving & Storage, Inc.		$37,245.00
(2)					
(3)					$0.00
(4)					$0.00
(5)					$0.00
(6)					$0.00
(7)					$0.00
(8)					$0.00
(9)					$0.00
(10)					$0.00
(11)	TOTAL ACTUAL MOVING EXPENSES (include in line (a) of item 8):				$37,245.00

Section B: Storage Expenses Claimed					
Date moved to storage:			Description of property stored:	All property described in atached bid	
Date expected/moved from storage:					
#	Expense Type	Previously paid (Y/N)	Vendor/Contractor and description (attach invoices/receipts unless previously claimed)		Amount
(1)					
(2)					$0.00
(3)					$0.00
(4)					$0.00
(5)					$0.00
(6)	TOTAL STORAGE EXPENSES (include in line (b) of item 8):				$0.00

Section C: Restablishment Expenses Claimed					
#	Expense Type	Previously paid (Y/N)	Vendor/Contractor and description (attach invoices/receipts unless previously claimed)		Amount
(1)					$0.00
(2)					$0.00
(3)					$0.00
(4)					$0.00
(5)					$0.00
(6)					$0.00
(7)					$0.00
(8)					$0.00
(9)					$0.00
(10)	Estimated increased cost of operation during the first 2 years (lease/rent, taxes, insurance, utilities):				
	List items included in increased cost:				
	Monthly cost of operation at the displacement site:	$0.00	Monthly cost differential:		$0.00
	Monthly cost of operation at the replacement site:	$0.00	$0.00	x 24 months =	
(11)	TOTAL REESTABLISHMENT EXPENSES (include in line (c) of item 8, not to exceed $33,200):				$0.00

Section D: Searching Expenses Claimed (attach Searching Diary)							Page 3 of Epic claim:	0
#	Searching Expenses Item							Amount
(1)	Searching time from diary:	hours:	0.00	x hourly earnings rate	$0.00	=		$0.00
(2)	Time for permits/zoning:	hours:	0.00	x hourly earnings rate	$0.00	=		$0.00
(3)	Time for negotiations:	hours:	0.00	x hourly earnings rate	$0.00	=		$0.00
(4)	Transportation expense:	miles:	0	x allowable mileage rate	$0.00	=		$0.00
(5)	Expenses for Lodging and Meals (attach dated receipts)							$0.00
(6)	Fees paid to real estate Brokers or Agents (attach contract or other evidence)							$0.00
(8)	**TOTAL SEARCHING EXPENSES (Include in line (d) of item 8, not to exceed $5,000):**							$0.00

Section E: Actual Direct Loss of Personal Property

#	(a) Identify personal property for which payment for actual direct loss is requested (Agency will advise on acceptable methods of listing items)	(b) Fair market value for continued use at present location	(c) Proceeds from sale of property	(d) Value not recovered by sale (Column b minus c)	(e) Estim. cost of moving old property (provided by Agency)	(f) Amount claimed (lesser of col (d) or (e))
(1)		$0.00	$0.00	$0.00	$0.00	$0.00
(2)		$0.00	$0.00	$0.00	$0.00	$0.00
(3)		$0.00	$0.00	$0.00	$0.00	$0.00
(4)		$0.00	$0.00	$0.00	$0.00	$0.00
(5)		$0.00	$0.00	$0.00	$0.00	$0.00
(6)	Cost of effort to sell property (for example advertising)					$0.00
(7)	**TOTAL ACTUAL DIRECT LOSS OF PERSONAL PROPERTY (include in line (e) of item 8):**					$0.00

Claimant's release of personal property: *I release to the Agency ownership of all personal property listed above that remains on the real property.*

Signature(s) of Claimant(s) or Authorized Agent: Date:

Section F: Substitute Personal Property

#	(a) Identify substitute property for which payment requested (Agency will advise on acceptable methods of listing items)	(b) Actual cost of substitute property delivered and installed at new locat.	(c) Proceeds from sale or trade-in of replaced property	(d) Net cost of substitute personal property (Column b minus c)	(e) Estim. cost of moving and reinst. property (provided by Agency)	(f) Amount claimed (lesser of col (d) or (e))
(1)		$0.00	$0.00	$0.00	$0.00	$0.00
(2)		$0.00	$0.00	$0.00	$0.00	$0.00
(3)		$0.00	$0.00	$0.00	$0.00	$0.00
(4)		$0.00	$0.00	$0.00	$0.00	$0.00
(5)		$0.00	$0.00	$0.00	$0.00	$0.00
(6)	Cost of effort to sell property (for example advertising)					$0.00
(7)	**TOTAL SUBSTITUTE PERSONAL PROPERTY (include in line (f) of item 8):**					$0.00

Claimant's release of personal property: *I release to the Agency ownership of all personal property listed above that remains on the real property.*

Signature(s) of Claimant(s) or Authorized Agent: Date:

G. Previous Moving Payments

	(a) Date	(b) Amount
(1)	00/00/00	$0.00
(2)	00/00/00	$0.00
(3)	00/00/00	$0.00
(4)	00/00/00	$0.00
(5)	00/00/00	$0.00
(6)	00/00/00	$0.00
	TOTAL	$0.00

Notes

Sanwood Fine Carpentry & Construction Inc. has selected; A Payment for Actual Reasonable Moving and Related Expenses. According the estimate from Sullivan Moving & Storage, Inc. the moving amount is $37,245.00.
We are requesting 2 checks of $18,622.50 for the total approved fixed payment amount of $37,245.00. The 1st check will be delivered upon receipt. The 2nd final moving check will be release when they fully vacate the property and execution of Certificate of Abandonment by displacee.

San Diego Metropolitan Transit System

Claimant:	Sanwood Fine Carpentry & Construction Inc.	Agency:	San Diego Metropolitan Transit System
Address:	7687 Lemon Ave, Lemon Grove, CA 91945	Project:	Clean Transit Advancement Project
APN:	541-611-04		
Date:	06/8/2026	THE ATTACHED DOCUMENTS MAY CONTAIN CONFIDENTIAL INFORMATION	

To:	From:
Sean Myott Manager of Real Estate Assets Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490 Office: (619) 595-4903 Cell: (619) 916-7233	**Kari Anvick, R/W-RAC, SR/WA** California Senior Regional Manager Epic Land Solutions, Inc. 3850 Vine Street, Suite 200 Riverside, CA 92507 (951) 321-1825

Attached documents support the following payment request(s):			
	Residential Moving Expenses		Business Moving Expenses (2 checks)
	Rental Assistance	X	**Business Reestablishment**
	Downpayment Assistance		Business Site Searching
	Periodic LRH Payment		Business In-Lieu
	Purchase Price Differential		Fixtures and Equipment
	Mortgage Interest Differential		All-Inclusive Settlement
	Purchase Incidental Expenses		Security Deposit Return
	Other Payment:		

Benefit check(s) are requested to be prepared as follows:			
Chk	Payable to:	In the amount:	Check disposition:
1.	Sanwood Fine Carpentry & Construction Inc. Business Reestablishment	$33,200.00	Mail to Claimant
2.			
3.			

Payment Advance/Final status:		Notes:
	Advance Payment	**Attached supporting docs:** *Reestablishment Claim * *Memo Actual Moving and related expense *W-9 *Invoices
	Interim Payment	
X	Final Payment	

Epic Land Solutions, Inc.
Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
epicland.com

June 8, 2026

REQUEST FOR FUNDS
VIA EMAIL DELIVERY

Sean Myott
MTS Manager of Real Estate Assets
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

Regarding: Clean Transit Advancement Project
Moving Payment
Request for Funds – Sanwood Fine Carpentry & Construction Inc.

Dear Mr. Myott,

Please consider this letter a formal request for relocation reimbursement funds in connection with the Clean Transit Advancement Project. Sanwood Fine Carpentry & Construction Inc., was displaced as a result of this project and is eligible to receive relocation assistance for actual moving and related expenses in accordance with both the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," as amended, and Title 25 of the California Code of Regulations.

According to Cal. Code Regs. tit. 25 § 6034, a displaced business is entitled to receive actual reasonable moving and related expenses, as well as certain reestablishment expenses, subject to the eligibility criteria and documentation requirements set forth in §§ 6032 through 6044. The allowable costs include, but are not limited to:

- Transportation of personal property
- Packing, crating, and unpacking
- Disconnecting, dismantling, removing, reassembling, and reinstalling equipment
- Insurance for property in transit
- Utility connection charges
- Costs related to search for a replacement site
- Limited reestablishment costs as defined under § 6036

Sanwood Fine Carpentry & Construction Inc., has submitted the required documentation evidencing eligible expenses incurred in the course of its relocation.

These costs have been reviewed and deemed eligible under both Federal Regulation 49 C.F.R. § 24.301 and California Code of Regulations Title 25. The business was not part of a chain, could not be relocated without a substantial loss of patronage, and was operating at the site lawfully for at least 180 days prior to the initiation of negotiations, as required by § 6032.

This check request represents the amount necessary to reimburse Sanwood Fine Carpentry & Construction Inc., for the actual, reasonable, and eligible relocation expenses incurred. Upon MTS review and approval, we respectfully request a check be made payable to:

Sanwood Fine Carpentry & Construction Inc.
In the amount of: $33,200.00

Sanwood Fine Carpentry & Construction Inc., vacated the property on May 15, 2026. Once the check has been prepared, please notify Epic Land Solutions, Inc. and mail check directly to Sanwood Fine Carpentry & Construction Inc. If you have any questions regarding the enclosed or require any further documentation to process the check request, please feel free to contact me at (951)321-3553.

Sincerely,

Maria Sauza

Maria Sauza, Right of Way Agent
msauza@epicland.com

Claim for Non-residential Actual Reasonable Moving and Related Expenses

INSTRUCTIONS AND PRIVACY NOTICE: This claim form is for the use of displaced businesses, nonprofit organizations, and farms that wish to claim a payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than claim a Fixed Payment. An Epic representative of the Displacing Agency will help you complete the form and will explain the different payment types, the information that you must provide in support of this claim, eligibility requirements, and time limits to file a claim. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Act (URA) and/or California Relocation Assistance Act. Attach receipts, invoices or other documentation to identify expenses claimed.

Claim Type:	**FEDERAL - Re-establishment Business Expenses**
Agency:	**San Diego Metropolitan Transit System (MTS)**
Project:	**Clean Transit Advancement Project**
Epic Case#:	**R8 & R9**
Program:	Federal Other

1. Legal Business Name	2. Name, Title, Address of Claimant or Claimant's Agent	3. Claimant's or Agent's Phone
Sanwood Fine Carpentry & Construction Inc.	**Carlos Sanchez**	**(619) 429-1505**

Site	Displacement and Replacement Address	Date move started / date move completed
4. You Moved FROM	**4582 Federal Blvd. #A San Diego, CA 92102**	**12/15/2026**
5. You Moved TO	**7687 Lemon Ave, Lemon Grove, CA 91945**	**5/15/2026**

6. Type of operation: [X] Business [ ] Farm Operation [ ] Nonprofit Organization

7. Type of ownership: [ ] Sole Prop. [ ] Partership [X] Corporation [ ] Nonprofit Organization

8. Moving Payment Determination	Amount
(a) Moving Expenses from Section A	$0.00
(b) Storage Expenses from Section B	$0.00
(c) Re-establishment Expenses from Section C (not to exceed $33,200)	$33,200.00
(d) Searching Expenses from Section D (not to exceed $5,000)	$0.00
(e) Actual Direct Loss of Personal Property from Section E	
(f) Substitute Personal Property from Section F	$0.00
(g) Total Expenses Claimed (lines (a) through (f))	
(i) Total amount of payments previously received for expenses claimed here (from Section G)	$0.00
(j) Amount Requested this Claim (Line 8(h) minus line 8(i) or describe in Notes)	$33,200.00

9. Certification by Claimant(s): *I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source.*

Signature(s) of Claimant(s) or Authorized Agent	Date
X	6/12/26

FOR AGENCY AND/OR AGENCY REPRESENTATIVES USE ONLY

10. Is this an advance claim based on prelim. info?: [ ] YES [x] NO

11. Is this a final claim for this benefit type?: [x] YES [ ] NO

12. Recommended Benefit Payment(s):

Chk #	Payable To	In The Amount	Check Disposition
# 1	**Sanwood Fine Carpentry & Construction Inc.**	**$33,200.00**	**Mail to claimant**
# 2			**Mail to claimant**
# 3			

13. Benefit Payment(s) Actions:

Action	Name & Title	Initial	Date
Epic Recommended:	**Maria Sauza Senior Right of Way Agent**	MS	
Epic Reviewed:	**Kari Anvick California Senior Regional**	KA	
Agency Approved:			

Section A: Actual Moving Expenses Claimed				Page 2 of Epic claim:	0
#	Expense Type	Previously paid (Y/N)	Vendor/Contractor and description (attach invoices/receipts unless previously claimed)		Amount
(1)					$0.00
(2)					$0.00
(3)					$0.00
(4)					$0.00
(5)					$0.00
(6)					$0.00
(7)					$0.00
(8)					$0.00
(9)					$0.00
(10)					$0.00
(11)	TOTAL ACTUAL MOVING EXPENSES (include in line (a) of item 8):				$0.00

Section B: Storage Expenses Claimed					
Date moved to storage:			Description of property stored:	All property described in atached bid	
Date expected/moved from storage:					
#	Expense Type	Previously paid (Y/N)	Vendor/Contractor and description (attach invoices/receipts unless previously claimed)		Amount
(1)					
(2)					$0.00
(3)					$0.00
(4)					$0.00
(5)					$0.00
(6)	TOTAL STORAGE EXPENSES (include in line (b) of item 8):				$0.00

Section C: Restablishment Expenses Claimed				
#	Expense Type	Previously paid (Y/N)	Vendor/Contractor and description (attach invoices/receipts unless previously claimed)	Amount
(1)	Repairs/improv/decor	No	**Electrical Contractor - Worked Hours, Labor, Electrical Material**	$13,654.50
(2)	Repl site modifications	No	**AMI Plumbing - Restroom modifications, labor and materials**	$3,666.13
(3)	Repl site modifications	No	**Best Glass Inc. - New Office Partitions, Clear Tempered Glass, etc.**	$3,750.00
(4)	Repl site modifications	No	**Calico Technologies LLC. - Labor, Cabling, Mounting, WIFI, Adapter, etc.**	$4,315.22
(5)	Professional services	No	**Cox Business - One time charges and credits.**	$125.00
(6)	Repairs/improv/decor	No	**CVA Security - set up security**	$1059.
(7)	Repairs/improv/decor	No	**IG Construction - Drywall installation, running electrical cables for TV**	$1,900.00
(8)	Repl site modifications	No	**LoVo Solutions - Remove CCTV dvr 16 Chanels & 16 Chanels etc.**	$2,231.04
(9)	Repl site modifications	No	**Construction, Maintentance, Labor of the Mezzanine Steel Structure**	$23,650.00
(10)	Other reestabl. cost	No	**The Home Depot - Material misc. items**	$1,012.56

(10)	Estimated increased cost of operation during the first 2 years (lease/rent, taxes, insurance, utilities):			
	List items included in increased cost:			
	Monthly cost of operation at the displacement site:	$0.00	Monthly cost differential:	$0.00
	Monthly cost of operation at the replacement site:	$0.00	$0.00 x 24 months =	
(11)	TOTAL REESTABLISHMENT EXPENSES (include in line (c) of item 8, not to exceed $33,200):			$54,834.31

Section D: Searching Expenses Claimed (attach Searching Diary)							Page 3 of Epic claim:	0
#	Searching Expenses Item							Amount
(1)	Searching time from diary:	hours:	0.00	x hourly earnings rate	$0.00	=		$0.00
(2)	Time for permits/zoning:	hours:	0.00	x hourly earnings rate	$0.00	=		$0.00
(3)	Time for negotiations:	hours:	0.00	x hourly earnings rate	$0.00	=		$0.00
(4)	Transportation expense:	miles:	0	x allowable mileage rate	$0.00	=		$0.00
(5)	Expenses for Lodging and Meals (attach dated receipts)							$0.00
(6)	Fees paid to real estate Brokers or Agents (attach contract or other evidence)							$0.00
(8)	TOTAL SEARCHING EXPENSES (Include in line (d) of item 8, not to exceed $5,000):							$0.00

Section E: Actual Direct Loss of Personal Property

#	(a) Identify personal property for which payment for actual direct loss is requested (Agency will advise on acceptable methods of listing items)	(b) Fair market value for continued use at present location	(c) Proceeds from sale of property	(d) Value not recovered by sale (Column b minus c)	(e) Estim. cost of moving old property (provided by Agency)	(f) Amount claimed (lesser of col (d) or (e))
(1)		$0.00	$0.00	$0.00	$0.00	$0.00
(2)		$0.00	$0.00	$0.00	$0.00	$0.00
(3)		$0.00	$0.00	$0.00	$0.00	$0.00
(4)		$0.00	$0.00	$0.00	$0.00	$0.00
(5)		$0.00	$0.00	$0.00	$0.00	$0.00
(6)	Cost of effort to sell property (for example advertising)					$0.00
(7)	TOTAL ACTUAL DIRECT LOSS OF PERSONAL PROPERTY (include in line (e) of item 8):					$0.00

Claimant's release of personal property: *I release to the Agency ownership of all personal property listed above that remains on the real property.*

Signature(s) of Claimant(s) or Authorized Agent: Date:

Section F: Substitute Personal Property

#	(a) Identify substitute property for which payment requested (Agency will advise on acceptable methods of listing items)	(b) Actual cost of substitute property delivered and installed at new locat.	(c) Proceeds from sale or trade-in of replaced property	(d) Net cost of substitute personal property (Column b minus c)	(e) Estim. cost of moving and reinst. property (provided by Agency)	(f) Amount claimed (lesser of col (d) or (e))
(1)		$0.00	$0.00	$0.00	$0.00	$0.00
(2)		$0.00	$0.00	$0.00	$0.00	$0.00
(3)		$0.00	$0.00	$0.00	$0.00	$0.00
(4)		$0.00	$0.00	$0.00	$0.00	$0.00
(5)		$0.00	$0.00	$0.00	$0.00	$0.00
(6)	Cost of effort to sell property (for example advertising)					$0.00
(7)	TOTAL SUBSTITUTE PERSONAL PROPERTY (include in line (f) of item 8):					$0.00

Claimant's release of personal property: *I release to the Agency ownership of all personal property listed above that remains on the real property.*

Signature(s) of Claimant(s) or Authorized Agent: Date:

G. Previous Moving Payments

	(a) Date	(b) Amount
(1)	00/00/00	$0.00
(2)	00/00/00	$0.00
(3)	00/00/00	$0.00
(4)	00/00/00	$0.00
(5)	00/00/00	$0.00
(6)	00/00/00	$0.00
	TOTAL	$0.00

Notes

Sanwood Fine Carpentry & Construction Inc. is requesting Re-establishment reimbursement for eligible expenses incurred in relocating as determined by the Displacing Agency in the amount is $33,200.00.
We are requesting the check of $33,200.00 for the total approved reimbursable expenses.

INVOICE

L ELECTRIC ELECTRICAL CONTRACTOR

L Electric
License C10-925846
265 Alvarado St.
Chula Vista CA 91910
(619) 994-2861
L_Electriccontractor@yahoo.com

DATE	INVOICE NO.
04/03/2026	Q-087

OWNER/BUYER NAME Sanwood Fine Carpentry & Construction, Inc	OWNER'S ADDRESS	
OWNER'S CITY, STATE & ZIP CODE	OWNER'S HOME PHONE	OWNER'S WORK PHONE
PROJECT NAME Electrical work	PROJECT ADDRESS 7687 Lemon Ave,	
PROJECT CITY, STATE & ZIP CODE Lemon Grove, CA 91945	PROJECT PHONE	PROJECT PHONE (ALT)

QTY	DESCRIPTION	AMOUNT
	Labor Only	
	Worked hours from 03/02/2026 to 04/01/2026	142 hrs
	Note1: All material provided by general contractor and install by Electrical contractor.	
	Note2: Permits NOT included. Painting, patching, and Demo garbage disposal Not included. All work has 1-year warranty	
	TOTAL THIS INVOICE ▶	**$ 4,970.00$**

OWNER APPROVAL _____ SUBMITTED BY _____
Owner's / Representative Signature Contractor's / Representative Signature

INVOICE

L ELECTRIC
ELECTRICAL
CONTRACTOR

L Electric
License C10-925846
265 Alvarado St.
Chula Vista CA 91910
(619) 994-2861
L_Electriccontractor@yahoo.com

DATE	INVOICE NO.
03/17/2026	Q-067

OWNER/BUYER NAME Sanwood Fine Carpentry & Construction, Inc.	OWNER'S ADDRESS	
OWNER'S CITY, STATE & ZIP CODE	OWNER'S HOME PHONE	OWNER'S WORK PHONE
PROJECT NAME Panel Upgrade	PROJECT ADDRESS 7687 Lemon Ave,	
PROJECT CITY, STATE & ZIP CODE Lemon Grove, CA 91945	PROJECT PHONE	PROJECT PHONE (ALT)

QTY	DESCRIPTION	AMOUNT
	Provide and install new 200A Meter panel and (1) 200A Main Breaker and surge protector	
	Provide and install 2" Rigid pipe, fittings, straps and THHN 3/0 cable	
	Provide and install 2" roof jack, wire holder, hub and 2" weather head	
	Provide and install ground rods, bare wire #4 and ground clamps for ground system	
	Connect existing circuits at new panel	
	Permit Only for Panel Upgrade included	
	Note1: Meter panel and pipe will be surface mount. *All work has 1-year warranty.*	
	Note2: Painting, patching, and Demo garbage disposal Not included. Trenching Not included.	
	TOTAL THIS INVOICE ▶	**$ 4,300.00$**

OWNER APPROVAL _____
Owner's / Representative Signature

SUBMITTED BY _____
Contractor's / Representative Signature

L ELECTRIC ELECTRICAL CONTRACTOR

Company Name L Electric
Address 265 Alvarado St.
City, State, Zip Chula Vista C.A. 91910
Phone No 619 994 2861

ELECTRICAL PROPOSAL

Date: 03/11/2026
Quotation No: 1-a
Owner:
Project name: Panel Upgrade

To: *Sanwood* *(Address: 7687 Lemon Ave, Lemon Grove, CA 91945)*

We are pleased to submit the following quotation. It is valid for 30 days.

Scope of Work Project	***Qty***	***Price***
Provide and install new 200A Meter panel and (1) 200A Main Breaker and surge protector		
Provide and install 2" Rigid pipe, fittings, straps and THHN 3/0 cable		
Provide and install 2" roof jack, wire holder, hub and 2" weather head		
Provide and install ground rods, bare wire #4 and ground clamps for ground system		
Connect existing circuits at new panel		
Permit Only for Panel Upgrade included		
Note: Meter panel and pipe will be surface mount		
All work has 1-year warranty.		
Note: Painting and patching Not included. Trenching and Demo garbage disposal Not included.		
	Total:	***4,300.00$***

Approx Ship Date _____ ***Ship via*** _____ ***FOB*** _____ ***Terms*** _____

By: _____ ***Accepted:*** _____ ***Date:*** _____

This proposal may be withdrawn by us if not accepted within 30 days and/or project has not started within 90 days.
All material is guaranteed to be as specified or as approved. All work to be completed in a workmanlike manner according to standard practices. Any instructions involving alteration or deviation from the above specifications may result in extra costs and are requested to be given in writing, as any extra work and the charges thereof will become an extra charge over and above the proposal. All agreements are contigent upon strikes, pickets, accidents or delays beyond our control. Owner to carry theft, fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Our firm operates open shop. We have figured this job at our usual rates for electricians and mechanics and will perform it with our own labor force. In all cases we will indemnify and hold harmless owners, contractors, agents, etc. only to the extent that we are at fault. We will not have duty to defend.
This contract becomes a part of all contracts signed for the above work.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I (we) agree to pay late fees of 1.5% per month on all past due accounts.

Authorized Signature	***Date:***

C.E.S. (Chula Vista)
648 Marsat Court, Suite B,
Chula Vista, CA, 91911.

Phone: 619-423-9004
Fax: 619-423-9007
Email: ChulaVista0394@cityelectricsupply.com

PACKING SLIP

CHU/068515

Date: 27 Mar 2026

CITY ELECTRIC SUPPLY COMPANY

Entered by: Yousef Mesad (BM)

L ELECTRIC
6452 GROSS ST.
SAN DIEGO
92139

Account: 03940048001

Order Number: SAN WOOD

Qty	Item	Description	$ Price	Per	$ Goods
100	SER-1/0-1/0-1/0-2-1000R	SER-1/0-1/0-1/0-2 1000FT REEL	3900.00	M	390.00
2	ORBIT 1B75-3	1-G W/P Box 3 3/4" Hubs 2" Deep - Gray	551.99	C	11.04
2	WI LRB2	WI REDUCING BUSHING 3/4" - 1/2"	139.69	C	2.79
15	ORBIT OF6620	Conn. 3/8" Comb Bx/MC	106.46	C	15.97
100	P 1300	RED WING NUT 100 BOX	96.54	M	9.65
2	61210-W	Comm Single Recept 20A 250V 6-20R Wh	2.94	E	5.88
2	WP13C	1G, 3" DEPTH, STANDARD IN-USE, CLEAR	8.00	E	16.00
2	WI LB150	ALUM CONDULET LB 1-1/2" W/ GSKT & COVER	1770.59	C	35.41
5	WI NM150	WI NON MET LQD TTE COND 1-1/2"X50 FT	320.02	C	16.00
2	WI NMFS150	WI 2PC STRAIGHT CONN 1-1/2"	700.15	C	14.00
2	WI MECR-754	WI STL RT COMP CONN 1-1/2"	528.17	C	10.56
10	PIPE EMT150	1-1/2" EMT	356.61	C	35.66
2	ORBIT OF7705	Steel Emt Ss Conn. 1-1/2"	307.68	C	6.15
1	RCN-150	1-1/2" RIG COMP CONNECTOR	9.00	E	9.00
4	ORBIT SR2-150	1-1/2" Rigid 2-Hole Strap	66.66	C	2.67
4	CNC30025EG	1/4" CONE NUT	146.57	C	5.86
4	DOTTIE MB1412	1/4 X 1/2 HEX HEAD TAP BOLT ZINC	11.90	C	0.48

Signature: _____ Print Name: _____

Goods Total: $587.12
Tax Total: $51.38
Total: $638.50

Pulled: _____ Checked: _____

THE RISK IN THE GOODS SHALL PASS TO THE BUYER ON DELIVERY, BUT THE GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR.
GOODS ARE SOLD ACCORDING TO VENDORS AND OUR OWN CONDITIONS OF SALE, COPIES OF WHICH ARE AVAILABLE UPON REQUEST.

E&OE

YM/01

INVOICE

L ELECTRIC
ELECTRICAL
CONTRACTOR

L Electric
License C10-925846
265 Alvarado St.
Chula Vista CA 91910
(619) 994-2861
L_Electriccontractor@yahoo.com

DATE	INVOICE NO.
03/02/2026	Q-055

OWNER/BUYER NAME Sanwood Fine Carpentry & Construction, Inc.	OWNER'S ADDRESS	
OWNER'S CITY, STATE & ZIP CODE	OWNER'S HOME PHONE	OWNER'S WORK PHONE
PROJECT NAME Electrical work	PROJECT ADDRESS 7687 Lemon Ave,	
PROJECT CITY, STATE & ZIP CODE Lemon Grove, CA 91945	PROJECT PHONE	PROJECT PHONE (ALT)

QTY	DESCRIPTION	AMOUNT
	Labor Only	
	Worked hours from 12/17/2025 to 02/27/2026	107 hrs
	Note1: All material provided by general contractor and install by Electrical contractor.	
	Note2: Permits NOT included. Painting, patching, and Demo garbage disposal Not included. All work has 1-year warranty	
	TOTAL THIS INVOICE ▶	**$ 3,745.00$**

OWNER APPROVAL _____
Owner's / Representative Signature

SUBMITTED BY _____
Contractor's / Representative Signature

AMI Plumbing
P.O. Box 2695
National City, CA 91951 US
6194544586
manny@amiplumbing.net

INVOICE

BILL TO
Sanwood Construction

INVOICE # 2362
DATE 01/12/2026
DUE DATE 02/11/2026
TERMS Net 30

JOB NAME
Sanwood Restroom

JOB ADDRESS
7687 Lemon Ave, 91945

ACTIVITY	AMOUNT
Description Work was done on the following dates: 11/21/2025-12/08/2025 Provided materials such as ABS pipe & fittings, PEX tubing & fittings, angle stops, copper stub outs, and hardware to rough-in a new water closet and lavatory sink. Drilled out plumbing penetrations, made new point of connection for a 3-inch drain line for a new water closet and a 2-inch branch line for a lavatory sink, rough-in the waste and vents above the floor through walls, made a point of connection for the new vents from the new fixtures to an existing vent in the attic space. Made the water connections to the existing water lines, and routed to new fixtures.	0.00
Labor Labor:	2,905.00
Material Material:	761.13

BALANCE DUE **$3,666.13**

Pay invoice

BEST GLASS INC.

2252 Main Street Ste. 4
Chula Vista, CA 91911
bestglassinc@gmail.com

Phone: (619) 424-8192 Fax: (619) 424-8914

Invoice
55856

CUSTOMER ORDER NO.	DATE	PAGE
619-429-1505	11/26/2025	1

SOLD TO:
SANWOOD FINE CARPENTRY & CONSTRUCCION INC
4514 FEDERAL BLVD
STE D
SD, CA 92102

SHIP TO:
LEMON GROVE

PO NO.	SALESPERSON	START DATE	FINISH DATE	STATUS
	IMELDA Z GARCIA	11/19/2025		E-12161

ITEM	QUANTITY	UNIT	DESCRIPTION	TX	UNIT PRICE	AMOUNT
	1.00		NEW OFFICE PARTITION, 1/2" CLEAR TEMPERED GLASS, 24" SQUARE BTB LADDER PULL HANDLE, MATTE BLACK U-CHANELL. 103" X 86"		$3,100.00	$3,100.00
1	1.00		LABOR		$650.00	$650.00

COMMENTS
50% DEPOSIT REQUIRED TO PROCESS THE ORDER.

TERMS
Upon Receipt
11/26/2025 Check

SUBTOTAL	$3,750.00
FREIGHT	$0.00
TAX	$0.00
TOTAL AMOUNT	$3,750.00
AMOUNT RECEIVED	$3,750.00
BALANCE DUE	$0.00

Calico Technologies LLC
2478 Market Street
San Diego, CA 92102
(619) 981-9090
accounting@calicoit.com
www.calicoIT.com

CALICO IT
SOLUTIONS FOR A TANGLED MATTER.

INVOICE

BILL TO
Sanwood, Inc.
4514 Federal Blvd #D
San Diego, California 92102

SHIP TO
unknown unknown
Sanwood, Inc.
4514 Federal Blvd Ste D
San Diego
California, US 92102-2517

INVOICE	3200
DATE	11/17/2025
TERMS	Due on receipt
DUE DATE	11/17/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
11/17/2025	Labor - Technical	Labor - Technical Technical Labor Services	5.75	195.00	1,121.25
11/17/2025	Labor - Cabling	Labor - Cabling Cabling Labor Services	4.25	145.00	616.25
11/17/2025	Ubiquiti Cloud Gateway Ultra	Ubiquiti Cloud Gateway Ultra	1	154.80	154.80T
11/17/2025	Ubiquiti U7 Lite	Ubiquiti U7 Lite Compact, ceiling-mounted WiFi 7 AP with 4 spatial streams and 2.5 GbE uplink.	2	118.80	237.60T
11/17/2025	Yealink T54W	Yealink T54W Yealink T54W IP Phone, 16 VoIP Accounts. 4.3-Inch Color Display. 802.11ac Wi-Fi, 802.3af PoE, Power Adapter Not Included (SIP-T54W)	4	175.14	700.56T
11/17/2025	Yealink 5V AC/DC Adapter	Yealink 5V AC/DC Adapter 5V AC/DC Adapter Compatible with Yealink T29G T32G T33G T38G MP56 T48U T46U T48G T57W SIP-T54W IP Phone YLPS052000B1-US YLPS052000B-US YLPS052000C-US 5VDC 2A 5.0V Power Supply	4	17.70	70.80T
11/17/2025	TP-Link AXE5400 WiFi 6E USB Adapter	TP-Link AXE5400 WiFi 6E USB Adapter Tri-Band Wireless Network Adapter, Ultra-Low Latency, MU-MIMO, OFDMA, Refined Security, WPA3, Supports Windows 11/10	5	83.99	419.95T
11/17/2025	OREI 4K HDMI over Ethernet Extender Over CAT5/CAT6/CAT7, with IR Upto 164 Feet - Loop Out - 4K @ 30H	OREI 4K HDMI over Ethernet Extender Over CAT5/CAT6/CAT7, with IR Upto 164 Feet - Loop Out - 4K @ 30Hz 1080P Full HD Signal Distribution (EX-170C) Transmit 4K HDMI and Full HD 1080P signals over 50 meters (164ft) over a CAT 6/7 cable for a stable and reliable connection. Perfect for home or office setups, including PCs, game consoles, Blu-ray players, and media players. This HDMI to Ethernet adapter supports HDMI	1	51.59	51.59T

		over Ethernet technology for extended displays.			
11/17/2025	Ubiquiti UniFi Indoor Cable Cat6 CMP White	Ubiquiti UniFi Indoor Cable Cat6 CMP White Category 6 Ethernet cable for high-speed deployments located in environments that require plenum-rated cabling. -Category 6 UTP communications multipurpose cable -Plenum (CMP)-rated, fire-resistant jacket -Anti-crosstalk divider -Cable length 305 m -Cable color: White -Cable type: Category 6	1	358.80	358.80T
11/17/2025	Miscellaneous Cabling Items	Miscellaneous Cabling Items	1	150.00	150.00T
11/17/2025	Ad-Hoc Hardware	Yealink CP960 Conference IP Phone, 5-Inch Color Touch Screen. 802.11ac Wi-Fi, 802.3af PoE	1	178.62	178.62T
11/17/2025	Ad-Hoc Hardware	Yealink YLPOE30 POE Power Supply Adapter for Yealink CP960 Conference Phones	1	69.60	69.60T
11/17/2025	VoIP User License	VoIP User License Includes unlimited nationwide calling, apps for desktop & mobile, voicemail-to-email, and full support.	0	22.50	0.00
11/17/2025	E911 Service	E911 Service	0	0.00	0.00
11/17/2025	MyCloud UCaaS Basic Seat Software	MyCloud UCaaS Basic Seat Software Hosted seat that includes the full core UC feature set, user portal, desktop/web client and mobile client, voice mail to email, web and audio conferencing (up to 25 participants), basic inbound fax (separate product order required) and full user reporting. Used in conjunction with the Basic User, Office Manager and Site Manager User's Scope within the platform. Requires Basic Seat Usage.	0	0.00	0.00
11/17/2025	MyCloud UCaaS Basic Seat Usage	MyCloud UCaaS Basic Seat Usage Includes local and domestic long distance usage, SMS and MMS usage and CNAM associated with a hosted seat that is built with the Basic Seat Software product. Used in conjunction with the Basic User, Office Manager and Site Manager User's Scope within the platform. Requires Basic Seat Software.	0	0.00	0.00
11/17/2025	MyCloud UCaaS Telephone Number (DID)	MyCloud UCaaS Telephone Number (DID) Telephone number or DID number for all telephone number applications for MyCloud UCaaS services.	0	0.00	0.00

SUBTOTAL 4,129.82

TAX	185.40
TOTAL	4,315.22
BALANCE DUE	**$4,315.22**

COX BUSINESS®

(NOT FOR PAYMENTS)
DEPARTMENT # 102288
PO BOX 1259
OAKS, PA 19456
6400 0340 DY RP 06 12072025 NNNNNNNN 01 000408 0001

SANWOOD FINE CARPENTRY &
CONSTRUCTION INC.
7687 LEMON AVE
LEMON GROVE CA 91945-1620

December 06, 2025

Contact Us: www.coxbusiness.com/chat
coxbusiness.com

Account Number **001 3110 142984101**
Cox PIN [redacted]
Service Address 7687 LEMON AVE
LEMON GROVE, CA 91945-1620

Account Summary as of Dec 6, 2025

Previous Balance	$0.00
Remaining Previous Balance	$0.00
New Charges: Dec 6, 2025 - Jan 5, 2026	
Internet	$216.00
Partial Month Services	$79.20
One Time Charges and Credits	$125.00
Taxes, Fees and Surcharges	$0.83
New Charges	$421.03
Total Due By Dec 27, 2025	**$421.03**

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December 06, 2025 bill for SANWOOD FINE CARPENTRY &
Account Number **001 3110 142984101**
Service at 7687 LEMON AVE
LEMON GROVE, CA 91945-1620

****Auto Payment On Your Due Date - Do Not Send Payment****

Total Due By Dec 27, 2025 **$421.03**

$ 125.00

COX BUSINESS
PO BOX 53214
PHOENIX, AZ 85072-3214

0311000154114298410112004210 3

Monthly Services Dec 6 - Jan 5

Internet

CBI Modem	$7.00
Static IP Address	11.50
1 Additional IP Address	5.00
CBI 1 Gbps x 100 Mbps	192.50
Total Internet	**$216.00**
Total Monthly Services	**$216.00**

Partial Month Services

CBI 1 Gbps x 100 Mbps	Nov 25-Dec	5	$70.58
CBI Modem	Nov 25-Dec	5	2.57
Static IP Address	Nov 25-Dec	5	4.22
1 Additional IP Address	Nov 25-Dec	5	1.83
Total Partial Month Services			**$79.20**

One Time Charges and Credits

CBI Modem Activation	Nov 25	$25.00
Install Data	Nov 25	100.00
Total One Time Charges and Credits		**$125.00**

Taxes, Fees and Surcharges

Internet Taxes and Fees

County Sales Tax	$0.16
City Sales Tax	0.10
State Sales Tax	0.57
Total Internet Taxes and Fees	**$0.83**
Total Taxes, Fees and Surcharges	**$0.83**
Total New Charges	**$421.03**

News from Cox

Keep it simple with paperless billing and EasyPay. With

News From Cox cont.
paperless billing, you'll receive an email notification each month when your bill is available to view online. EasyPay allows you to automatically pay your bill each month using a bank account, credit card or debit card. Sign up for both in MyAccount.

Customer Information

Questions? Call us. We're happy to help.
619-269-2000

Pursuant to a recent FCC order, certain information relating to your use of our Internet service is now considered customer proprietary network information (CPNI) under federal law and subject to additional privacy protections and use restrictions. We may use your CPNI to offer you other Cox products or services, unless you opt-out as detailed in the CPNI section of our Privacy Notice located at www.CoxBusiness.com.

Billing, Payment Policies and Fees:
Cox Business bills all customers in advance for monthly recurring charges and in arrears for non-recurring charges such as On Demand/pay-per-view and long distance. Payment in full is due to Cox by the "Due By" date indicated on your statement. If payment is not received by this date, your bill will become past due and may be subject to additional fees, such as late payment charges, electronic reactivation fees, or returned payment fees. Payment of your Cox bill confirms your subscription to services and the possession of Cox owned equipment listed on your bill.

When you provide a paper, electronic check or electronic fund transfer (EFT) as payment, you authorize Cox to process your payment as a traditional check transaction or to make a one-time EFT from your account. An EFT may debit your account as soon as the same day you make your payment. Payments returned unpaid for any reason will incur a returned payment fee of up to $25.00, or the maximum allowed by state law. By using a credit card, debit card, paper check or an electronic check to make a payment, you agree that, if your payment is returned unpaid, you expressly authorize a one-time electronic fund transfer from your account for the amount of the payment plus any returned payment fees. If payment is not received by the "Due By" date indicated on your statement, a late payment charge may be assessed on your account.

Your Privacy Rights as a Cox customer: At Cox, we take your privacy seriously. For more information, please visit www.cox.com/privacy.

Billing Dispute and Resolution: If you have any questions or disagree with any portion of your bill, please contact us at the phone number on

Payment Options
Online: Visit www.coxbusiness.com to register for 24-hour online access or make payments to your account.
Mail: Detach this coupon and send it with your check or money order. Please include your account number on your check. Make your checks payable to Cox Communications. Allow 7 days for processing.
In Person: Visit www.coxbusiness.com for a list of Cox Authorized Payment Centers.

Payment Receipt

CVA Security

6175 Progressive Ave.
Suite 400
San Diego, CA 92154

Received From
Sanwood Fine Carpentry, Inc. 7687 Lemon Ave Lemon Grove, CA 91945

Date	1/13/2026
Payment Method	E-check 01
Check/Ref No	90638

Payment Amount	$529.86
Total Amount Due	$0.00

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
12/29/2025	90638	$529.86	$529.86

Phone #	Fax #	E-mail	Web Site
6195859111	6194769954	info@cvasecurity.com	www.cvasecurity.com

Payment Receipt

CVA Security

Total Amount : $529.86

E-check 01
Transaction Date : 01/13/2026

Customer Name : 5398/5787 SANWOOD FINE CARPENTRY, INC*BD*
Transaction ID : 179y85su5i6c

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payment processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, www.intuit.com/legal/licenses/payment-licenses/). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

Payment Receipt

CVA Security

6175 Progressive Ave.
Suite 400
San Diego, CA 92154

Received From
Sanwood Fine Carpentry, Inc. 7687 Lemon Ave Lemon Grove, CA 91945

Date	12/9/2025
Payment Method	Credit Card (Celero)
Check/Ref No	10739510-9341

Payment Amount	$529.86
Total Amount Due	$149.85

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
12/9/2025	90637	$529.86	$529.86

Phone #	E-mail
6195859111	info@cvasecurity.com

IG construction
Ignacio Gonzales
1717 Colfax dr.
Lemon Grove
ca. 91945 Lic # 1022926

INVOICE

Invoice# Inv 0006

Bill To:
Sanwood Fine Carpentry
4514 Federal Blvd Ste D,
San Diego Ca. 92102

Invoice Date : 1/12/2026
Due Date : 1/12/2026

#	Proyecto en 7687 Lemon Ave, Lemon Grove Ca, 91945	Qty	Rate	Amount
1	Drywall installation and insulation where necessary, including running electrical cables for TV. Smoothing and preparing walls where wallpaper will be installed.Labor only. All materials to be provided by the client.	1	1900	1900.00
			Sub Total	1900.00
			Total	**$1900.00**

Notes

It was great doing business with you.

Terms & Conditions

Please make the payment by the due date.

Crafted with ease using Zoho Invoice
Visit zoho.com/invoice to create truly professional invoices

11/26/2025

IG Construction **1,900.00

One thousand nine hundred and 00/100**********

IG Construction
1717 Colfax Dr
Lemon Grove, CA 91945

Lemon Ave Improvements

11/26/2025	**IG Construction**		
		New Shop Location Lemon Ave Improvements	1,900.00

Cash in Banks:US BANK CHECKING	Lemon Ave Improvements	1,900.00

11/26/2025	**IG Construction**		
		New Shop Location Lemon Ave Improvements	1,900.00

Cash in Banks:US BANK CHECKING	Lemon Ave Improvements	1,900.00

invoice

LoVo SOLUTION

FROM

Jesús Sandoval
32454 Shirey Rd
Escondido, CA 92026.

INVOICE # 143
INVOICE DATE 12/01/2025

BILL TO

Sanwoodinc
619-429-1505
7687 Lemon Ave,
Lemon Grove,
CA 91945

DESCRIPTION	AMOUNT
Cat6 Cable, 4 pair Solid UTP, 1000 feet	380.00
Remove CCTV DVR 16 Chanels and 16 Cameras from the existing location, and Installation, Program and Adjust CCTV DVR 16 Chanels and 16 Cameras on the New Location. This Not including the cable or any adapter connection.	1,160.00
Video Balun Set and power adapter	464.00
CCTV 18 Outlets Power Supply	150.00

Subtotal	2,154.00
7.75%	77.04
TOTAL	**$2,231.04**

TERMS & CONDITIONS

All parts must be payed in full before ordering
A deposit of fifty percent (50%) of the total invoice amount is required priorate the commencement of any work. The remaining balance shall be due upon completion of the agreed Services.

COMERCIO EXTERIOR

Emisor
ALEJANDRO LOPEZ VELARDE
RFC: LOVA761130JN9
Régimen Fiscal: 626 - Régimen Simplificado de Confianza
Lugar de Expedición: 21050

Receptor
SANWOOD FINE CARPENTRY & CONSTRUCTION INC.
RFC: XEXX010101000
Uso CFDI: S01 - Sin efectos fiscales.
Domicilio: 4514 FEDERAL BLVD. SUITE D No. , , C.P. 92102, SAN DIEGO, California, Estados Unidos (los)
Forma de pago: 03 - Transferencia electrónica de fondos
Método de pago: PUE - Pago en una sola exhibición
Moneda: USD - Dólar americano
Tipo de cambio: 17.88

Folio: - 49
Fecha Emisión: 6/1/2026
Tipo Comprobante: I - Ingreso
Folio Fiscal (UUID):
3385C4EA-F4EB-4256-A17D-3821A70BF47A
No. Serie Certificado SAT:
00001000000709182898
No. Certificado Emisor:
00001000000714456766
Clave de Confirmación:

Cantidad	Unidad	Clave Unidad SAT	Clave Producto/Servicio	Concepto/Descripción	Valor Unitario	Descuentos	Impuestos	Importe
1.00	PZ	H87 -	95141600 -	- MEZZANINE (ESTRUCTURA DE ACERO PLATAFORMA ELEVADA PARA ENTREPISO DESARMADA DE 8 X 10 MTS) ELABORADA A BASE DE COMUMNA PTR 6 X 6 PLACA DE 12 X 12 MARCO ESTRUCTURAL DE VIGA W 12 X 4 Y POLIN DE 8 X 10 PIES CON BARANDAL DE TUBO DE 1 1/2 X 1/2 MEZZANINE (STEEL STRUCTURE, ELEVATED PLATFORM FOR DISASSEMBLED INTERMEDIATE FLOOR, 8 X 10 MTS) MADE FROM COMMON PTR 6 X 6, 12 X 12 PLATE, STRUCTURAL FRAME OF W BEAM 12 X 4 AND 8 X 10 FT PULLEY WITH 1 1/2 X 1/2 TUBE RAILING	5,150.00		002 - IVA - 0.00	5,150.00
1.00	PZ	H87 -	95141600 -	- BASE DE ACERO PARA ELEVADOR (PARTE) ELABORADO CON TUBULAR DE 2 X 2 EN MARCO PRINCIPAL Y TUBULAR DE 1 X 1 EN CUADRICULA CENTRAL Y BARANDAL DE TUBO REDONDO DE 1 1/2 STEEL BASE FOR LIFT (PART) MADE WITH 2 X 2 TUBULAR FRAME MAIN FRAME AND 1 X 1 TUBULAR GRID CENTRAL GRID AND HANDRAIL OF 1 1/2 ROUND TUBE	250.00		002 - IVA - 0.00	250.00
2.00	PZ	H87 -	95141600 -	- MARCO METALICO DECORATIVO SENCILLO ELABORADOS CON TUBULAR DE 2 X 2 SIMPLE DECORATIVE METAL FRAME MADE WITH 2 X 2 TUBULAR	175.00		002 - IVA - 0.00	350.00

TIPO RELACIÓN: -

CFDI RELACIONADO:

Este documento es una representación impresa de un CFDI

SELLO DIGITAL DEL SAT:

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SELLO DIGITAL DEL CFDI:

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CADENA ORIGINAL DEL COMPLEMENTO DE CERTIFICACION DIGITAL DEL SAT:

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COMERCIO EXTERIOR				
Versión	**Motivo de traslado**	**Clave pedimento**	**Certificado origen**	**Número exportador confiable**
2.0	-	A1	0 -	
Clave INCOTERM	**Observaciones**	**Tipo de cambio USD**	**Total USD**	
DAP - ENTREGADA EN LUGAR		17.88	5,750.00	

EMISOR		
CURP	**Domicilio**	
LOVA761130HBCPLL04	Villa Hermosa No. 699, 0016, C.P.: 21050, Mexicali, Mexicali, Baja California, México	-

PROPIETARIO	
Número de ID tributario	**Residencia fiscal**
	-

RECEPTOR	
Número de ID tributario	**Domicilio**
202260774	Villa Hermosa No. 699, 0016, C.P.: 21050, Mexicali, Mexicali, Baja California, México4514 FEDERAL BLVD. SUITE D No., , C.P.: 92102, SAN DIEGO, , CA, Estados Unidos (los)

DESTINATARIO		
Número ID tributario	**Nombre**	**Domicilio**

MERCANCÍAS					
Número de identificación	**Fracción arancelaria**	**Cantidad aduana**	**Unidad aduana**	**Valor unitario aduana**	**Valor dólares**
1004	7308909999	3,750.00	01 - Kilo	1.37	5,150.00
	Descripciones específicas:		...		
1004	8431310201	150.00	01 - Kilo	1.67	250.00
	Descripciones específicas:		...		

1004	7308300201	110.00	01 - Kilo	3.18	350.00
	Descripciones especificas:		' ' '		

ALEJANDRO LOPEZ VELARDE

RFC: LOVA761130JN9

Tipo de Comprobante: I - Ingreso
Lugar de Expedición: 21050
Régimen Fiscal: 626 - Régimen Simplificado de Confianza

Forma de pago	03 - Transferencia electrónica de fondos	Folio	- 53
Método de pago	PUE - Pago en una sola exhibición	Fecha	26/1/2026 10:02:52
Moneda:	USD - Dólar americano	Tipo de cambio:	17.48
Exportación:	01 - No aplica		

Datos del cliente

Cliente:	SANWOOD FINE CARPENTRY & CONSTRUCTION INC.		
R.F.C.:	XEXX010101000	Uso CFDI:	S01 - Sin efectos fiscales.
Domicilio fiscal:	21050	Régimen fiscal:	616 - Sin obligaciones fiscales

Cantidad	Unidad	Clave Unidad SAT	Clave Producto/Servicio	Concepto / Descripción	Valor Unitario	Descuentos	Impuestos	Importe
1.00	SERVICIO	E48 - Unidad de servicio	73181900	MAINTENTANCE LABOR FOR INSTALLATION OF METAL STRUCTURES AND WELDING LABOR FOR INSTALLATION OF METAL STRUCTURES AND WELDING	10,000.00	0.00	002 - IVA - 0.00	10,000.00

Importe con letra

DIEZ MIL DóLARES 00/100

Subtotal	10,000.00
Impuestos Trasladados	0.00
Total	10,000.00

CFDI Relacionados:

Tipo Relación	CFDI Relacionados
-	

Serie del Certificado del emisor	00001000000714456766
Folio fiscal	BACE865B-5F27-475E-81DA-839F23EA45FE
No. de Serie del Certificado del SAT	00001000000709182898
Fecha y hora de certificación	Enero 27 2026 - 11:57:54

Este documento es una representación impresa de un CFDI

Sello Digital del CFDi

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Sello del SAT

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Cadena original del complemento de certificación digital del SAT

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ALEJANDRO LOPEZ VELARDE

RFC: LOVA761130JN9

Tipo de Comprobante: I - Ingreso
Lugar de Expedición: 21050
Régimen Fiscal: 626 - Régimen Simplificado de Confianza

Forma de pago	03 - Transferencia electrónica de fondos	Folio	- 56
Método de pago	PUE - Pago en una sola exhibición	Fecha	30/1/2026 14:32:46
Moneda:	USD - Dólar americano	Tipo de cambio:	17.23
Exportación:	01 - No aplica		

Datos del cliente

Cliente:	SANWOOD FINE CARPENTRY & CONSTRUCTION INC.		
R.F.C.:	XEXX010101000	Uso CFDI:	S01 - Sin efectos fiscales.
Domicilio fiscal:	21050	Régimen fiscal:	616 - Sin obligaciones fiscales

Cantidad	Unidad	Clave Unidad SAT	Clave Producto/Servicio	Concepto / Descripción	Valor Unitario	Descuentos	Impuestos	Importe
1.00	SERVICIO	E48 - Unidad de servicio	73181900	MAINTENTANCE SUPERVISION OF THE CLIENT'S WORK TEAM IN THE CONSTRUCTION OF THE MEZZANINE DIRECTLY IN THE WAREHOUSE IN SAN DIEGO, CALIFORNIA SUPERVISION OF THE CLIENT'S WORK TEAM IN THE CONSTRUCTION OF THE MEZZANINE DIRECTLY IN THE WAREHOUSE IN SAN DIEGO, CALIFORNIA	8,500.00	0.00	002 - IVA - 0.00	8,500.00

Importe con letra

OCHO MIL QUINIENTOS DóLARES 00/100

Subtotal	8,500.00
Impuestos Trasladados	0.00
Total	8,500.00

CFDI Relacionados:

Tipo Relación	CFDI Relacionados
-	

Serie del Certificado del emisor	00001000000714456766
Folio fiscal	3720CBD8-0E3B-4F3F-8A65-9690E07B1289
No. de Serie del Certificado del SAT	00001000000709182898
Fecha y hora de certificación	Enero 30 2026 - 16:32:47

Este documento es una representación impresa de un CFDI

Sello Digital del CFDi

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Sello del SAT

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Cadena original del complemento de certificación digital del SAT

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Z0ffm7cFdB446ABUUQ==|00001000000709182898||

Customer Receipt

12/13/2025, 11:37 AM PST

Sales Person JXR6Y5P **Store Phone #** (619) 589-2999

Store # 0659 **Location** 7530 BROADWAY, LEMON GROVE, CA 91945

Customer Information

CARLOS SANCHEZ
(619) 778-5729
INFO@SANWOODINC.COM

SANWOOD
4514 FEDERAL BLVD SUITE D
SAN DIEGO, CA 92102

Order # H0659-1123310

PO / Job Name lemon grove

Carryout

Runner Name
CARLOS SANCHEZ

#	Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01	Clorox 75-Count Fresh Scent Bleach Free Disinfecting Cleaning Wipes	N/A	104691	$7.28 / each	1	$7.28
02	Niagara 16.9 fl. oz. Purified Drinking Water (24-Pack)	N/A	218340	$4.98 / case	1	$4.98
	CASE WATER BOTTLE DEP 1.20	999899	$1.20 / each		1	$1.20
03	HALO HLBSL 4 in. Can Less Integrated LED, 600 Lumens, 5CCT, White	N/A	1011815873	$14.97 / each	2	$29.94
04	HALO HLBSL 4 in. Can Less Integrated LED, 600 Lumens, 5CCT, White (4-Pack)	N/A	1011815872	$58.97 / each	4	$235.88
05	Commercial Electric 1-Gang Non-Metallic Weatherproof Box with (3) 1/2 in. Holes, Gray	N/A	707382	$8.72 / each	4	$34.88
06	Carlon 1-Gang 20 cu. in. Electrical PVC Old Work Electrical Switch and Outlet Box (B120R)	N/A	141206	$4.18 / each	2	$8.36
07	Carlon 2-Gang 25 cu. in. Electrical PVC Old Work Electrical Switch and Outlet Box (B225R-UPC)	N/A	745081	$4.33 / each	1	$4.33
08	CABLE CUFF Large Cable Cuff PRO	N/A	1000035557	$2.97 / each	2	$5.94
09	Husky 42 Gal. Contractor Bags (50-Count)	N/A	267000	$29.97 / each	1	$29.97

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2025 Member Statement (as of 12/12)

Pro Xtra Spend $3,295.38 **Pro Xtra Savings** $27.44

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Subtotal	$362.76
Discounts	-$0.00
Sales Tax	$13.59
Order Total	$376.35
Balance Due	$0.00

Payment Method

12/13/2025
2:37 PM EST Visa 7211 **Charged** $376.35

Customer Receipt

2/09/2026, 8:52 AM PST

Sales Person CRH5677 **Store Phone #** (619) 589-2999

Store # 0659 **Location** 7530 BROADWAY, LEMON GROVE, CA 91945

Customer Information

CARLOS SANCHEZ
(619) 778-5729
INFO@SANWOODINC.COM

SANWOOD
4514 FEDERAL BLVD SUITE D
SAN DIEGO, CA 92102

Order # H0659-1144032

PO / Job Name Lemon Grove

Carryout

Runner Name
Erick

#	Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01	Teks #12 x 1 in. External Hex Flange Hex-Head Self-Drilling Screws (100-Pack)	N/A	164937	$14.57 / each	1	$14.57
02	Commercial Electric 3/4 in. Electrical Metallic Tubing (EMT) 2-Hole Strap (20-Pack)	N/A	1006231952	$9.83 / bag	2	$19.66
03	Commercial Electric 3/4 in. Electrical Metallic Tubing (EMT) Raintight Compression Coupling (5-Pack)	N/A	1006231890	$7.98 / bag	1	$7.98
04	Commercial Electric #0 Conduit Hanger (5-Pack)	N/A	1006240572	$4.45 / bag	3	$13.35
05	Superstrut 1/4 in. Strut Fitting Beam Clamp - Silver (Z500-25)	N/A	237037	$3.97 / each	8	$31.76
06	Everbilt 1/4 in.-20 x 1/2 in. Combo Round Head Zinc Plated Machine Screw (100-Pack)	N/A	253995	$9.97 / package	1	$9.97
07	Steel City 4 in. Metallic Blank Square Electrical Box Cover (52C1-50R)	N/A	876793	$1.18 / each	8	$9.44
08	Steel City 4 in. Square Box Surface Steel Metallic Cover Double Duplex (RS8-10R)	N/A	158225	$3.68 / each	4	$14.72
09	Commercial Electric Combo Thread Grounding Screw, Green (10-Pack)	N/A	308267	$3.30 / each	2	$6.60
10	Commercial Electric Soft Grip Winged Wire Connector Tan (100-Pack)	N/A	1008403925	$15.97 / bag	1	$15.97
11	Commercial Electric 3/4 in. Electrical Metallic Tubing (EMT) Raintight Compression Connector (20-Pack)	N/A	1006232120	$29.53 / package	1	$29.53
12	Steel City 4 in. 30.3 cu. in. Metallic Square Box (521711234EW-25R)	N/A	434981	$3.73 / each	10	$37.30
13	Southwire 500 ft. #12 Black THHN Stranded Wire	N/A	320250	$134.00 / each	1	$134.00
14	Southwire 500 ft. 12-Gauge White Stranded CU THHN Wire	N/A	320277	$134.00 / each	1	$134.00
15	Southwire 500 ft. 12 Green Stranded CU THHN Wire	N/A	320315	$134.00 / each	1	$134.00

Customer Receipt

2/09/2026, 8:52 AM PST

Sales Person CRH5677 **Store Phone #** (619) 589-2999

Store # 0659 **Location** 7530 BROADWAY, LEMON GROVE, CA 91945

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2026 Member Statement (as of 02/08)

Pro Xtra Spend	Pro Xtra Savings
$818.38	$0.00

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Subtotal	$612.85
Discounts	-$0.00
Sales Tax	$23.36
Order Total	$636.21
Balance Due	$0.00

Payment Method

02/09/2026
11:53 AM EST The Home Depot 8189 **Charged** $636.21

San Diego Metropolitan Transit System

Claimant:	**Sanwood Fine Carpentry & Construction Inc.**	Agency:	**San Diego Metropolitan Transit System**
Address:	**7687 Lemon Ave, Lemon Grove, CA 91945**	Project:	**Clean Transit Advancement Project**
APN:	**541-611-04**		
Date:	**06/15/2026**	**THE ATTACHED DOCUMENTS MAY CONTAIN CONFIDENTIAL INFORMATION**	

To:	From:
Sean Myott Manager of Real Estate Assets Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490 Office: (619) 595-4903 Cell: (619) 916-7233	**Kari Anvick, R/W-RAC, SR/WA** California Senior Regional Manager Epic Land Solutions, Inc. 3850 Vine Street, Suite 200 Riverside, CA 92507 (951) 321-1825

Attached documents support the following payment request(s):			
	Residential Moving Expenses		Business Moving Expenses (2 checks)
	Rental Assistance		Business Reestablishment
	Downpayment Assistance		Business Site Searching
	Periodic LRH Payment		Business In-Lieu
	Purchase Price Differential	X	**Fixtures and Equipment**
	Mortgage Interest Differential		All-Inclusive Settlement
	Purchase Incidental Expenses		Security Deposit Return
	Other Payment:		

Benefit check(s) are requested to be prepared as follows:

Chk	Payable to:	In the amount:	Check disposition:
1.	**Sanwood Fine Carpentry & Construction Inc. Business FF&E**	**$104,215.00**	**Mail to Claimant**
2.			
3.			

Payment Advance/Final status:		Notes:
	Advance Payment	**Attached supporting docs:** * Memorandum * FF&E Claim Form * FF&E Offer Letter * W9 Form
	Interim Payment	
X	Final Payment	

Epic Land Solutions, Inc.
Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
epicland.com

MEMORANDUM

To: Sean Myott, MTS Manager of Real Estate Assets

From: Kari Anvick, Vice President of California Operations, Epic Land Solutions

Date: June 15, 2026

Re: Clean Transit Advancement Project, FF&E Offer_ Sanwood Fine Carpentry Construction

---

Please consider this memorandum as a formal record of Epic's determination regarding **Sanwood Fine Carpentry Construction's Furniture, Fixtures, and Equipment (FF&E) Offer**.

After reviewing the appraisal report prepared by **Desmond, Marcello & Amster**, dated **August 30, 2023**, which addresses the valuation of improvements to the realty and identifies movable equipment, Epic has determined that **Sanwood Fine Carpentry Construction will receive an FF&E offer**.

The business owner has elected to retain the following items listed under "Improvements Pertaining to the Realty" in the appraisal report:
Items 1, 2, 6, 8, 10, 11, 19, 21, 23, 24, 25, 26, 27, 34, 36, and 37.

Tenant removed all large items. The building is clean and free from all debris.
Item 35: Paint booth was removed but is unusable due to its size, as it is too large for the location.
Item 30: 400 Linear Feet of conduit, partial removal part of machine.
Item 20: Electrical components were partially removed, as they were part of the machine.
All other remaining parts are unusable.

Epic Land Solutions, Inc.
Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(951) 321-1800
epicland.com

May 29, 2026

Hand-Delivered or Sent Via Certified U.S. Mail

Sanwood Fine Carpentry & Construction Inc.
ATTN: Carlos Sanchez or Sarah Valenzuela
7687 Lemon Avenue
Lemon Grove, CA 91945

RE: Clean Transit Advancement Campus Project
Offer to Purchase Improvements Pertaining to Realty
Site Address: 4514 Federal Blvd., #D, San Diego, CA 92102

Dear Mr. Sanchez:

The San Diego Metropolitan Transit System ("MTS") is proposing to construct the of the Clean Transit Advancement Campus Project ("Proposed Project"). The property referenced above is located within the planned Project area. The Proposed Project will require demolition of certain building improvements on the real property located at 4514 Federal Blvd., #D, San Diego, CA 92102 and identified as San Diego County Tax Assessor's Parcel Number 541-611-04, which may result in the potential relocation of your business.

MTS has obtained an appraisal to determine the market value of the Improvements Pertaining to Realty (immovable business fixtures and equipment, hereinafter designated as "F&E"). A detailed inventory of the F&E is listed on Exhibit A of the attached Statement of Compensation and Appraisal Summary. Please note that your movable business fixtures and equipment listed on Exhibit B will not be acquired, but MTS will pay the reasonable costs of moving the items pursuant to the Uniform Relocation Real Property Acquisition Policies Act of 1970, as amended, and California Government Code Section 7267 and its implementing guidelines.

MTS hereby offers the sum of $104,215.00 as compensation for acquisition of the F&E described on Exhibit A, conditioned upon the approval of MTS and the execution of a Bill of Sale Agreement. The attached Statement of Compensation and Appraisal Summary outlines the basis for this offer. If the above offer is acceptable to you, and there are no other parties that have any claim of ownership of or interest in the F&E, please indicate your acceptance by signing in the space provided below and return an original signed copy of this letter to:

Epic Land Solutions
ATTN: Maria Sauza
1181 California Avenue, Suite 270
Corona, CA 92881

MTS has made no determination as to the ownership of the F&E. Please submit a copy of the enclosed Statement of Ownership confirming that you own all of the listed items. Upon receipt of your acceptance of the purchase offer and the Statement of Ownership, a Bill of Sale Agreement will be forwarded to you for your execution.

If for any reason you do not accept MTS 's offer, please be advised that this letter and the offer made herein are tendered under the provisions of the California Evidence Code Section 1152 and shall not be admissible in evidence to prove MTS 's liability in any eminent domain proceeding which may subsequently be instituted for the acquisition of the fixtures and equipment (F&E).

Any questions you may have related to this Offer to Purchase should be directed to Maria Sauza at (951)321-3553 or msauza@epicland.com. Maria Sauza will be happy to meet with you to further discuss this offer at your convenience.

Sincerely,

Kari Anvick, R/W-RAC, SR/WA
Vice President of California Operations
Epic Land Solutions, Inc.
3850 Vine Street, Suite 200
Riverside, CA 92507

Attachments

1. Statement of Compensation and Appraisal Summary
2. Exhibit A – Inventory of F&E
3. Exhibit B – Inventory of Movables
4. Statement of Ownership
5. Bill of Sale

ACCEPTANCE

This undersigned owner covenants and agrees that he/she is the authorized representative and lawfulowner of the Fixtures and Equipment (F&E) listed on the attached Exhibit A and does hereby accept this offer dated August 27, 2025, from MTS in the amount of $104,215.00 for the purchase of F&E.

Sanwood Fine Carpentry & Construction Inc.
7687 Lemon Avenue
Lemon Grove, CA 91945

By: X

Name: Carlos D. Sanchez

Title: President

Date: 6/12/26

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

STATEMENT OF COMPENSATION AND APPRAISAL

SUMMARY

(IMPROVEMENTS PERTAINING TO REALTY)

DATE OF VALUATION:	August 18, 2023
PROJECT:	Clean Transit Advancement Campus Project
PARCEL:	4514 Federal Blvd., #D, San Diego, CA 92102
APN:	541-611-04
OWNERS OF RECORD:	San Diego Metropolitan Transit System

DESCRIPTION OF PROPERTY:

The parcel, from which real property interests will be acquired, is located at 4514 Federal Blvd., #D, San Diego, CA 92102, San Diego, in the County of San Diego, State of California. It has been identified that Sanwood Fine Carpentry & Construction Inc. is a tenant occupying the parcel. The leasable area within said unitincludes certain improvements pertaining to realty (immovable business fixtures and equipment, hereinafter "F & E"), which are itemized in detail on the attached Exhibit A. The moveable items, which are not being acquired, are itemized on the attached Exhibit B.

BASIS OF COMPENSATION:

MTS 's offer of Compensation is based on the Market Value in Use of the subject F&E and isnot less than the approved appraised valuation. The amount of this offer is the full amount believed to be Compensation for the F&E.

FAIR MARKET VALUE:

MTS had the subject F&E appraised to determine the replacement cost new, the fair market value, the salvage value and the value in use of the assets identified as being F&E. In valuing the F&E, the appraiser physically inspected the assets listed on Exhibit A and examined the age, condition, and the remaining useful life of each asset – both physically and functionally. The appraiser then consulted with Colliers International Valuation and

Advisory, researched cost and marketing data publications for the asset categories identified and reviewed various resale internet sites. Using this data, the appraiser determined the Replacement Cost New Value, the Fair Market Value, and the Liquidation Value for the F&E based on the following definitions:

- Replacement Cost New – is defined as the total costs required to replace the asset with a new substitute of like utility. These costs include labor, materials, supervision, overhead, plans and specifications and sales taxes.
- Fair Market Value – is defined as the most probable price which an asset should bring ina competitive and open market under all conditions requisite to a fair sale, with the buyerand seller each acting prudently and knowledgably, and assuming that price is not affected by undue stimulus.
- Salvage Value – is used to describe those items of equipment which are no longer serviceable, and which cannot be utilized to any practical degree regardless of the extent of the repairs or modifications to which they may be subjected. This condition applies toitems of equipment which have been used for 100 percent of their useful life or which are 100 percent technologically or functionally obsolete.
- Market Value in Use is defined as the highest price, estimated in terms of money, on thedate of valuation that would be agreed to by a seller being willing to sell but under no particular or urgent necessity for doing so, nor obliged to sell, and a buyer, being ready,willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the asset is reasonably adaptable and available. This value includes installation where applicable, allcurrent taxes and similar costs.

  The Fair Market Value in Use of the F&E was determined to be **$104,215.00**, which is the basis for MTS 's determination of Compensation. Please note that the "movable" business fixtures and equipment will not be acquired, but MTS will pay the reasonable moving costs of items as "moving and related expenses" pursuant to the Uniform Relocation and Real Property AcquisitionPolicies Act of 1970, as amended, and the California Relocation Assistance Guidelines.

RECOMMENDED COMPENSATION:

The recommended amount of Compensation for the acquisition of the F&E is **$104,215.00**

STATEMENT OF OWNERSHIP

PERSONAL PROPERTY, TENANT IMPROVEMENTS, FIXTURES AND EQUIPMENT

PROJECT: Clean Transit Advancement Campus Project

APN: 541-611-04

ADDRESS: 4514 Federal Blvd., #D, San Diego, CA 92102

TENANT'S NAME: Carlos D. Sanchez

ADDRESS: 7687 Lemon Avenue

CITY/STATE/ZIP CODE: Lemon Grove, CA 91945

The undersigned tenant agrees that the items listed on the attached inventory are owned by him or her.

X

Tenant

Date: 6/12/26

PROPERTY OWNER'S NAME: San Diego Metropolitan Transit System

ADDRESS:

CITY/STATE/ZIP CODE:

The undersigned property owner hereby disclaims all rights, title and interest in and to the items listed on the attached inventory.

Property Owner

Date:

BILL OF SALE

THIS BILL OF SALE is executed as of this 12 day of June 2026, by the undersigned with reference to the following facts:

1. Effective 6/12, the undersigned sold that certain real property located at 4514 Federal Blvd., #D, San Diego, CA 92102, County of San Diego, State of California ('Real Property"), San Diego Metropolitan Transit System ("MTS "), a public entity created by the laws of the State of California; and

2. The undersigned covenants and agrees that it is the lawful owner of the property and goods listed on attached Exhibit A ("F&E" – improvements pertaining to the realty/immovable fixtures and equipment) located on the subject Real Property; that said F&E is free from all encumbrances; and that the undersigned has the right to sell said F&E; and

3. The undersigned, upon payment as described hereinafter, does hereby sell,transfer, and assign and deliver to MTS , a public entity created by the laws of the Stateof California, the right, title, and interest in and to the F&E; and

4. The undersigned shall indemnify and hold harmless MTS from and against any and all claims of third parties with respect to said F&E, and fromand against any and all costs and expenses, including attorney/s fees, arising from any such claim by a third party; and

5. In full payment for the acquisition of all of the F&E of the undersigned as listed on attached Exhibit A, MTS shall pay to the undersigned the sum of One Hundred Twenty-Two Thousand Eight Hundred Seventy-Five dollars and no cents ($104,215.00) payable by check upon execution of a quitclaim deed.

IN WITNESS WHEREOF, the undersigned hereunto set their hand on the datefirst mentioned above.

BY: X

Carlos D. Sanchez.
Print Seller's Name

Attachment(s)

Exhibit A

F&E – Improvements Pertaining to the Realty

.

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
IMPROVEMENTS PERTAINING TO THE REALTY
EFFECTIVE DATE OF VALUE - AUGUST 18, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
1	1	Wall cabinet, 3' x 38" x 22", laminate, 2-door, glass facia	$480	$360	$0
2	2	Base cabinets, 3' x 3' x 22", granite top, laminate, 2-door, glass facia	1,725	1,300	0
3	637	Square feet of wood tile flooring, 6" x 47" tiles	9,350	7,025	0
4	96	Square feet of wall panels, laminate	540	405	0
5	39	Square feet of wall panels, wood	350	265	0
6	1	Base cabinet, 26" x 3' x 25", faux marble top, 3-drawer, laminate	670	500	0
7	3	Light fixtures, Type: GU10tc, 50 watt	3,675	2,750	0
8	16	Security cameras, manufacturer and model no. not available	4,000	3,000	400
9	1	Breakroom build-out, consisting of: 40 Linear feet of wall partitions, 106" high, wood construction, single-sided gypsum board facia 1 Door, 3' x 80", laminate, hollow core 154 Square feet of wood tile flooring, 6" x 47" tiles 2 Strip lights, 8', dual fluorescent 1 Fireplace mantle, 5' x 51", laminate 1 Sliding window, 52" x 39" 2 Electrical outlets, 120V, dual-head	6,950	5,200	0
10	1	Security system, consisting of: 2 Roll-up door contacts 3 Motion sensors 1 Keypad, DMP 1 Door contact	830	620	0

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
IMPROVEMENTS PERTAINING TO THE REALTY
EFFECTIVE DATE OF VALUE - AUGUST 18, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
11	1	Split air air conditioner, Mitsubishi, Model no.: MSZ-HM09NA	860	650	60
12	1	Office build-out, consisting of: 18 Linear feet of wall partition, 8' high, wood construction, dual-sided gypsum board facia 1 Door, 30" x 80", laminate, hollow core 1 Sliding window, 47" x 35" 75 Square feet of laminate tile flooring	3,075	2,300	0
13	1	Track light, 4' wide, 3 light fixtures	420	315	0
14	2	Light fixtures, dual fluorescent, 4' wide	360	270	0
15	1	Storage room build-out, consisting of: 10 Linear feet of wall partition, 8' high, wood construction, dual-sided gypsum board facia 1 Door, 23" x 78", laminate, solid core 1 Track light, 30" wide, 4-fixture	1,225	920	0
16	18	Linear feet of wall partition, 8' high, wood construction, dual-sided gypsum board facia, including 2 doors, 3' x 80", laminate, solid core	3,750	2,825	0
17	64	Square feet of window additions, sliding glass, with molding and trim	2,200	1,650	0
18	9	Linear feet of wall partition, 93" high, wood construction, dual-sided gypsum board facia, including door, 3' x 79", laminate, solid core, glass facia	1,825	1,375	0
19	7	CCTV cameras and related wiring, exterior wall mounted	970	730	175

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
IMPROVEMENTS PERTAINING TO THE REALTY
EFFECTIVE DATE OF VALUE - AUGUST 18, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
20	1	Electrical service upgrade to paint shop equipment, 1 Electrical sub-panel, 125 amp./12 circuit 4 Circuit breakers, 20 ampere/1 pole 4 Circuit breakers, 20 ampere/2 pole 5 Circuit breaker, 30 ampere/2 pole 1 Circuit breaker, 100 ampere/3 pole 10 Simplex outlets 8 Duplex outlets, shop 160 Linear feet of conduit and wiring, 1/2" 400 Linear feet of conduit and wiring, 3/4" 1 Disconnect switch, 20 amp., for air compressor 1 Timer, for yard lighting	27,750	20,750	1,500
21	1	Canopy, polyethylene, on steel frame, 28' x 20' x 10' high	1025	770	100
22	2	High intensity discharge light fixtures, exterior wall	2,525	1,890	200
23	1	"CCTV" sign, 12" x 8", plastic, wall-mounted	40	30	5
24	1	"Sanwood SW" sign, 4' x 3', custom wood, sand-blasted	3,125	2,350	0
25	7	Linear feet of shelving, particle board, 15" wide, with 7' of chain suspended bar, for tape reels	285	215	0
26	16	Square feet of pegboard, wall-mounted	65	50	0
27	1	"Electrical Warning" sign, 14" x 10", plastic, wall-mounted	45	35	5
28	1	Circuit breaker panel, Siemens, Catalog no.: SW3054L320, 200 amp max, 240V, including 1- 3 pull, 20 amp breaker, 1- 3 pull, 30 amp breaker, 1- 3 pull, 60 amp breaker, 3- 2 pull, 20 amp breakers, 5- 2 pull, 30 amp breakers, 8- 20 amp breakers, 120/ 240V	10,500	7,900	500
29	14	Electrical drops, 20' drop, 0.50" conduit, rubber, running to 4- duplex outlets, 5- quadplex outlets, 5 junction boxes	7,650	5,750	0

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
IMPROVEMENTS PERTAINING TO THE REALTY
EFFECTIVE DATE OF VALUE - AUGUST 18, 2023

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
30	400	Linear feet of conduit, 1" steel	17,000	12,800	0
31	3	Four-plex outlets, metal box	1,325	990	0
32	1	Two-plex outlet, metal box	380	285	0
33	1	Lots of electrical installation for 2-air compressors, including 1 safety switch, 1 single outlet, 240V	2,400	1,800	0
34	120	Linear feet of compressed air pipe, 0.25" diameter, PVC, including 5 quick releases, metal, 5 air hoses, 10', rubber, 5 blow guns, metal	2,750	2,075	0
35	1	Paint booth, Col-Met, Model no.: 200-14-09-26-01-01, 14' x 9' x 26', metal construction, plywood floor, 1 filter, 80" x 80", 6 strip lights, 4' wide, 4 fluorescent bulbs, 230/170V, 3 HP, 3-phase, Job #15177, including 11 storage racks, 24" x 32", tubular metal, install 2" x 1.5", wall-mounted	35,750	26,750	5,000
36	120	Linear feet of vacuum line, 4' diameter, PVC	5,100	3,825	0
37	50	Linear feet of dust collector hose, 4' diameter, plastic	2,850	2,150	0
		TOTAL IMPROVEMENTS PERTAINING TO THE REALTY	$163,820	$122,875	$7,945

Highlighted items were removed and reused, and their value has been deducted from the total amount.

Exhibit B

F&E – Movable Equipment

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
EFFECTIVE DATE OF INVENTORY - AUGUST 18, 2023

Item No.	Qty.	Description
38	1	Bench, 85" wide, leather seat, laminate frame
39	1	Bookcase, 3' x 6' x 12", laminate, 5-tier
40	2	Desk chairs, mesh backs, leather seats, plastic frame, casters
41	1	Desk, 4' x 2', laminate, metal legs
42	2	Welding kits, Grossweld, portable oxy/ acetylene stands
43	1	Dolly, metal, 2-wheel
44	1	Shop vac, Stinger, model no. not available
45	1	Mini refrigerator, Emerson
46	1	Coffee maker, Breville, Model: Nespresso
47	1	Chair, leather seat and back, metal frame, casters
48	1	Desk chair, leather seat and back, plastic frame, casters
49	1	File cabinet, letter size, metal, 3-drawer
50	1	Flat screen television, Magnavox, 41", wall-mounted
51	1	Coffee table, 2' x 2' x 2', wood
52	1	Desk, 63" x 32", glass top, metal legs
53	1	Printer, Neat, model no. not available
54	1	All-in-one computer, Mac, 26", wireless keyboard and mouse
55	1	Safe, Sentry Safe, 16" x 18" x 16", keypad entry
56	1	Printer, Epson, Model no.: ET-2650
57	1	Heat pump, Daikin Industries, Model no.: RX12RMVJU9A

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
EFFECTIVE DATE OF INVENTORY - AUGUST 18, 2023

Item No.	Qty.	Description
58	1	Hoist, Genie, Model no.: 3H38
59	1	Vacuum pump, Fieldpiece, Model no.: VP87
60	1	Drain container, FloTool, 16 quart, plastic
61	1	Lot of miscellaneous office equipment
62	1	Hot/ cold water dispenser, AquaReve, bottom load
63	4	Fire extinguishers, 5 lb., wall-mounted
64	1	Bookcase, 38" x 6' x 18", laminate, 8-tier
65	1	Mop bucket, Rubbermaid, plastic, casters
66	1	Pedestal band roller, manufacturer not available, Model no.: F205
67	1	Breaker hammer, Bosch, Model no.: 3 611COA011
68	1	Floor jack, Duralast, 3-ton
69	1	Pneumatic floor jack, manufacturer not available, capacity unknown
70	1	Bench, 3' wide, leather seat and back, laminate base
71	1	Desk chair, fabric seat and back, plastic frame, casters
72	1	Desk chair, wicker back, laminate frame, casters
73	1	Desk, 5' x 27", laminate
74	1	File cabinet, legal size, metal, 5-drawer
75	1	Toolbox, Milwaukee, Packout
76	1	Pancake compressor, Porter Cable, 6 gallon
77	2	Compressors, Husky, model no. not available
78	1	Miter saw, DeWalt, Model no.: DWS780

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
EFFECTIVE DATE OF INVENTORY - AUGUST 18, 2023

Item No.	Qty.	Description
79	1	Shop light, Milwaukee, Model no.: M18
80	1	Sander, Makita, model no. not available
81	1	Mechanic's stool, Creeper Z, model no. not available
82	1	Bookcase, 26" x 80" x 14", laminate, 7-tier
83	4	Storage racks, 30" x 80" x 12", metal, 6-tier
84	1	Lot of levels and drywall squares
85	19	Power tools in cases, manufacturers and sizes vary
86	1	Shop vac, Ridgid, 5 gallon
87	1	Skilsaw, manufacturer and model no. not available, 6" blade (estimate)
88	1	Circular saw, Milwaukee, Catalog no.: 2630-20
89	1	Skilsaw, Skilsaw, Model no.: F01ZSD7722
90	8	Pneumatic nail guns, Porter Cable, Model no.: FN250SB
91	1	Saw, Dremel, Model no.: F013US4000
92	1	Grinder, Milwaukee, Catalog no.: 6130-33
93	1	Polisher, Makita, model no. not available
94	1	Sander, Warrior, model no. not available
95	1	Polisher, Blastrac, model no. not available
96	3	Toolboxes, 19" x 10" x 9", plastic, opening lid
97	1	Sander, Ryobi, Model no.: JM81
98	1	Jig saw, Milwaukee, Catalog no.: 2645-20

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
99	1	Drill, DeWalt, Model no.: DW511
100	1	Saw, Milwaukee, Catalog no.: 6511
101	2	Air movers, Ridgid, model no. not available
102	1	Hoist, manufacturer and model no. not available, metal
103	2	Sawhorses, plastic, folding
104	2	Storage racks, 66" x 65" x 15", metal, plywood decks, 4-tier
105	1	Bookcase, 32" x 82" x 14", laminate, 3-drawer, 5 shelving tiers
106	31	Square feet of pegboard storage, dual-sided, wood base, 18" wide
107	2	Small parts storage, 13" x 9" x 6", metal, 24-cubby
108	1	Small parts storage, metal, 18-cubby
109	1	Lot of hand tools, including, but not limited to hammers, wrenches and saws
110	4	Jack stands, Duralast, 2-ton
111	1	Storage rack, 4' x 6' x 18", metal wire, 6-tier
112	1	Bookcase, 29" x 82" x 13", laminate, 10-tier
113	10	Desk chairs, leather seats and backs, plastic frame, casters
114	3	Fan towers, Lasko, model no. not available
115	1	Flat screen television, LG, 56", wall-mounted
116	1	Conference table, 53" x 85", granite top, laminate pedestal base
117	5	Landline telephones, Cisco, model no. not available
118	1	Stereo, manufacturer and model no. not available, laminate

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
119	10	Linear feet of base cabinet, 35" x 19", laminate, 6-drawer, with upper shelving, 41" high x 10" deep, laminate, 2-tier
120	1	Whiteboard, 4' x 3', wall-mounted
121	1	Storage cabinet, 17" x 2' x 19", metal, 2-drawer
122	1	Hot/ cold water dispenser, Pure Water Technology, bottom load
123	1	Microwave, Magic Chef, stainless steel facia
124	1	Mini refrigerator, Magic Chef, top freezer
125	1	Coffee maker, Keurig, model no. not available
126	1	Paper shredder, Boxis, 10-sheet
127	1	Flat screen television, LG, Model no.: 32LD452B
128	2	Waiting chairs, leather seats, fabric backs, wood arms and legs
129	1	Vintage radio/ speaker, Packard Bell
130	1	Base cabinet, 33" x 42" x 17", wood, 3-door
131	1	Computer, Dell, model no. not available, including monitor, Samsung, 28", keyboard and wireless mouse
132	1	Server, Dell, Model no.: PowerEdge 1420
133	5	Chair mats, 45" x 50", plastic
134	1	Printer, HP, Model no.: LaserJet Pro M118dw
135	1	Table, 65" x 2', faux rock top, laminate base
136	1	Desk, 6' x 3', laminate, wicker and leather facia
137	1	IT cabinet, 22" x 2' x 18", metal, glass facia
138	1	Modem, Arris, Touchstone, Model no.: CM8200

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
139	1	Gigabyte switch, Luxul, 5-port
140	1	DVR, LTS, model no. not available
141	1	Switch, USW, model no. not available
142	4	File cabinets, Hon, letter size, 2-drawer
143	1	Lateral file cabinet, Hon, 3' wide, 4-drawer
144	1	Stepstool, Project Source, 2-step
145	1	Safe, Sentry, key entry
146	5	Storage cabinets, 17" x 28" x 21", laminate, 3-drawer
147	12	Linear feet of desk, 26" deep, laminate
148	2	Bookcases, 2' x 86" x 12"
149	1	Printer, HP, HP OfficeJet Pro 7740
150	1	Computer, Dell, model no. not available, with 2 monitors, Samsung, 24", with wireless keyboard, mouse, and 2 desk speakers
151	1	Computer, Dell, model no. not available, with 2 monitors, Dell, 28", keyboard and mouse
152	21	Linear feet of wall shelving, metal, 12" deep
153	2	Desk chairs, mesh seats and backs, plastic frame, casters
154	1	Computer, Dell, model no. not available, with 3 monitors, keyboard and mouse
155	1	Flat screen television, Samsung, 35"
156	1	Desk, 10' x 26", wood, metal legs
157	1	Bench, 4' x 18" x 18", laminate
158	1	Desk, 64" x 30", laminate, metal legs

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
159	1	Bookcase, 23" x 46" x 16", laminate, 2-tier
160	1	Floor mat, 56" x 33", carpet, rubber trim
161	1	Sander, Clarke, Model no.: AS-16
162	1	Floor waxer, Waxie, model no. not available
163	1	Table, 73" x 4', laminate, wood base and legs
164	1	Microwave, Farberware, plastic facia
165	1	Microwave, Whirlpool, stainless steel facia, wall-mounted
166	1	Oven/ range, Kenmore, stainless steel, electric
167	1	Refrigerator, Maytag Plus, top freezer
168	1	Toaster, Black & Decker, Model: Toast-R-Oven
169	2	Chairs, wood seats and backs, tubular metal frame
170	1	Chair, leather seat, laminate frame and legs
171	1	Portable air conditioner, Garrison, Model no.: 1028313
172	1	Dining table, 6' x 37", wood, metal pedestal legs
173	2	Cabinets, 2' x 3' x 25", laminate, 2-tier
174	1	Flat screen television, Toshiba, 30", wall-mounted
175	21	Linear feet of pallet rack, 7' high x 3' deep, plywood decks, 3-tier
176	3	Display racks, wood panel, 23" x 7" x 34", 11-tier
177	1	Display rack, wood panel, 38" x 80" x 30", 9-tier
178	1	Handle/ door knob rack, 25" x 7" x 25", laminate, spinning

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
179	2	Tile display racks, 21" x 6' x 6", wood, 14-tier
180	1	Forklift, Caterpillar, model: GC25K, 4,350 pound capacity, propane, hard tire, with canvas cover, spare propane tank
181	1	Cantilevered storage rack, two sided, steel, 78" x 30" x 72", with casters
182	1	Dunnage rack, plastic, 42" x 48" x 8"
183	3	Slab storage A-frame racks, steel, 4' x 8' x 6'
184	4	Steel drums, 55 gallon
185	1	Beam jack, Hi-Jack, Model no.: A-1
186	1	Truck toolbox, Highway Products, small
187	2	Pallets of concrete block
188	1	Pallet of wood lumber
189	1	Pallet racking, steel, consisting of: 6 Upright supports, 16' high x 42" wide 25 Beams, 2.5" x 3.5" x 9' long 10 Wire mesh floor panels, 42" x 4'
190	1	Weber barbeque grill, charcoal burning
191	1	Box trailer, 2 axle, 15' x 7' x 9', plate 4ML5129, with painted company name logo
192	1	Steel storage rack, 3' x 8' x 7', 4-tier, full of firewood
193	1	Lot of extra sheet metal ductwork pieces
194	1	Steel drum, 55 gallon, full of PVC pipe lengths
195	1	Steel drum, 30 gallon, full of ABS pipe lengths

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
196	1	Multi-position ladder, aluminum, Gorilla Ladders, 6'
197	1	Water hose, 100'
198	2	Pallets of floor tile, ceramic
199	1	Plastic tarp, 15' x 12', polyethylene
200	1	Lot of extra pallets
201	1	Lot of firewood, cut
202	1	Pallet of granite counter top, cut off ends
203	1	Pallet with large electric motor with centrifugal pump
204	1	Welder's steel table, 3/8" tick x 4' x 8', heavy duty, with under shelf, and: 4 C-clamps, steel 1 Steel mallet 2 Large steel chisels
205	5	Rubber floor mats, interlocking, 3' x 3'
206	1	Extension cord, 50'
207	1	Paddle mixer attachment, steel, for 5 gallon bucket
208	1	Wooden stool
209	1	Air compressor, Huskey, Model no.: 13.4 SCFM, 155 psi, 3.7 HP, with 60 gallon air tank, with: 1 Water separator 3 Air hoses, 25' 1 Air nozzle
210	1	Power strip extension cord, 6-plug
211	1	Wire feed welder, Miller, Model no.: Millermatic 211, on cart, with gas cylinder, regulator, hose, with: 1 Face guard, plastic 1 Welder's helmet

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
212	1	Angle grinder, Milwaukee, 4 1/2", w/tray full of grinding wheels
213	1	Floor fan, Hampton Bay, 24" diameter, wire suspended
214	1	Rechargeable radio, Milwaukee
215	1	Lot of scaffolding, steel, rolling, consisting of: 16 Upright frames 4 Floor pieces, 5' 2 Floor pieces, 8' 1 Lot of misc. cross arm pieces 1 Lot of 2" x 12" wood planks
216	1	Concrete aggregate tamper, 24" wide, manual
217	6	Extension ladders, aluminum, consisting of: 1-12' long, 1-14' long, 1-16' long, 3-22' long
218	1	Box trailer, 2 axle, 12' x 6' x 8', License plate: 1GK7650
219	1	Wood cart, 3' x 8', heavy duty
220	1	Appliance dolly with strap
221	1	Drill press, floor model
222	1	Cut off saw, Jujhda Electric, Model no.: RF-712N, stand mounted
223	1	Saw stand, steel, adjustable, 16" wide
224	1	Garbage can, plastic, 7 gallon
225	1	Sawhorse, steel, 39" wide
226	2	Garbage cans, plastic, 25 gallon

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
227	1	Chop cut-off saw, Slugger, 14"
228	1	Plastic utility cart, 40" x 16" x 33"
229	1	Wood work table, 4' x 12', with under shelf, with: 3 Fourplex outlets attached 1 Bench vise
230	1	Cantilevered storage rack, 3-posts x 6' high x 3-arms
231	1	Long handled whisk pan
232	1	Floor mat, rubber, 3' x 3'
233	1	Dust collector, Jet, Model no.: DC-650M, with 10' of ABS piping, 4"
234	2	Garbage cans, plastic, 32 gallon, rolling
235	1	Slab clamp, Abaco Lifter, Model no.: 50
236	2	Levels, 4'
237	1	Roofing torch, with 2-propane tanks
238	1	Edge laminator machine, heat-activated, made in Taiwan, Model no.: MEB3/2-0135, 220 volt, mfg. 2015, with feed reel
239	1	First aid kit, White Cross, Model no.: 25
240	1	Fire extinguisher, 20 lb. capacity, Amerex, Model no.: XJ-18017
241	3	Garbage cans, plastic, 32 gallon
242	2	Stackable toolboxes, plastic
243	1	Pallet jack, no name
244	1	Large tool job box, Maack, 60" x 30" x 58"
245	1	Whiteboard, 4' x 8', with 18-clip boards
246	1	Bag of rechargeable power tools

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
247	1	Large wood lathe, CNC, Dinghshing Mechanical Technology, 48" between centers, with: computer console, not installed
248	1	Cart/furniture dolly, wood
249	1	Panel router, single spindle, IQ Laguna, with work table, 31" x 52", with:
		1 Dust collector, one bag
		1 Garbage can, plastic, 32 gallon, with hose, for dust collector
		3 Related toolboxes, small
		1 Base cabinet, 4' wide, with top
		1 Wire mesh panel, wall-mounted, 2' x 3', 6- router holders, 4" tube
250	1	Shop-vac, Ridgid, Model no.: NDO9001
251	1	Furniture blanket
252	1	Folding steel chair
253	1	Fire extinguisher, 5 lb. capacity, Badger
254	2	Steel bollards, 4' high, movable, painted red
255	1	Air compressor, Porter Cable, Model no.: 2.6 SCFM, 150 psi, with 6 gallon tank
256	1	Stenciled sign, 31" x 14", wood, "Load Limit"
257	1	Framed photograph
258	1	Scroll saw, Rockwell Delta, on Hammond stand, with 24" throat, with "Do Not Operate" tag

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
259	1	Lot of minor shop equipment, consisting of:
		2 Safety vests
		3 Mops
		1 Squeegee
		1 Feather duster
		2 Push brooms
		1 Shovel
		1 Sponge Mop
		2 Clipboards
		1 Broom
		1 Lot of paint rollers
		1 Wisk pan
		1 Heat gun, Milwaukee
		1 Plastic tote
		1 Lot of paint brushes
		1 Pneumatic sander
		1 Air brush and small compressor, hose
		1 Small plastic tool box
		2 Small first aid kits
		1 Face guard, plastic
		1 Hard hat
		1 Leather belt, for heavy lifting support
		1 Pipe wrench
		1 Channellock pliers
		1 Heat iron
		2 Painter's face masks
260	1	Infrared heat lamp, stand mounted, Infratech, Model no.: SRV-1616
261	1	Flammables cabinet, Justrite, 34" x 34" x 65"
262	1	Flammables cabinet, Lyon Metal Products, 43" x 20" x 66"
263	1	Cabinet, laminate, 30" x 24" x 72"
264	1	Steel cart, 33" x 16" x 32", 3-tier
265	1	Work table, wood, 36" x 72" x 36", cart mounted
266	1	Cantilevered storage rack, two-sided, steel, 60" x 24" x 72", 8-tier, with casters
267	1	Office swivel chair, arm

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
268	1	Infrared heat lamp, stand mounted, Datou, 2-bulb, 14" long
269	1	Furniture dolly, wood
270	1	Wood shelf unit, 96" x 15" x 50", 3-tier
271	1	Lot of canvas painter's tarp
272	2	Work lights, stand mounted, Husky
273	1	Air cleaner, Shop-Vac, filter type, 12" diameter x 24" long
274	1	Pallet of counter top panels
275	1	Work table, wood, 39" x 72" x 36"
276	1	Cabinet, laminate, 48" x 24" x 72"
277	4	Lineal feet of base cabinet, laminate, with counter top
278	1	Open shelf cabinet, laminate, 48" x 24" x 82", 7-tier
279	2	Cabinets, laminate, 48" x 20" x 72"
280	3	Rubber floor mats, interlocking, 3' x 3'
281	1	Impact driver, Milwaukee, M18 battery, rechargeable, with charger
282	7	Air spray guns
283	1	CD/AM/FM radio, White Westinghouse
284	1	3/8" Drill, Milwaukee, M18 battery, rechargeable, with charger

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
285	8	Palm sanders, electric, various manufacturers
286	1	Belt sander, electric, Makita
287	1	Emergency eye wash station, with 2-bottles, Physician's Care
288	1	Airless paint sprayer, Graco, Model no.: GX19, with hose, gun
289	1	Floor fan, plastic, Utilitech, 18" diameter
290	1	Fire extinguisher, 2 lb. capacity
291	1	Bench grinder, dual arbor, Buck Tool, Model no.: TLG-200L5
292	1	Fire extinguisher, 7 lb. capacity
293	1	Whiteboard, 48" x 24"
294	1	Drawer unit, wood, 24" x 25" x 36"
295	1	Electric drill sharpener, Drill Doctor
296	1	Drawer unit, wood, 48" x 26" x 38"
297	1	Steel cabinet, 24" x 13" x 60"
298	1	File cabinet, steel, 4-drawer, letter
299	1	File cabinet, steel, 2-drawer, 20" x 32" x 31"
300	1	HVLP paint gun kits, Central Pneumatic
301	81	Linear feet of pallet rack, 14' high x 42" deep, wood plank shelves, 2- to 6-tier
302	19	Carpenter clamps, Cabinet Master, model no. not available, 3- 7' wide, 9- 31" wide, 7- 44" wide
303	1	Work site radio, DeWalt, Model no.: DC012
304	1	Drill, Ryobi, model no. not available, cordless
305	1	Hand saw, Ryobi, Model no.: PBLJS01

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
306	1	Edge saw, Makita, Model no: PJ7000
307	1	Hand sander, Bosch, Model no.: 8230
308	1	Hand sander, manufacturer and model no. not available
309	1	Jig saw, Bosch, model no. not available
310	2	Work tables, 137" x 36" x 47", wood, including 4 drawers, 1 under shelf
311	4	Table saws, Laguna, Model no.: T5S
312	1	Work table, 7' x 3' x 3', wood
313	1	Drill press, Jet, Model no.: JDP-17FSE
314	1	Band saw, Jet, Model no.: JWBS-120S
315	2	Planers, Makita, Model no.: 2012NB
316	1	Wood shop vacuum, Laguna, Model no.: MCYC-1.5MOBC-110V-0145
317	1	Wood cutting table, 4' x 3' x 2', wood base, plastic top, including saw, Makita, Model no.: PP1800
318	1	Lift, Skyjack, Model no.: SJ111 3219
319	1	Tool stand, 3' x 5' x 2', metal, 5-tier
320	1	Sander, Bosch, Model no.: ROS20VS
321	1	Sander, DeWalt, Model no.: DWE6421
322	1	Ladder, metal, 4' high
323	2	Ladders, 1- Fiberglass, 1- metal, 6' high
324	1	Ladder, Fiberglass, 8' high
325	2	Ladders, Fiberglass, 12' high
326	1	Work table, 5' x 3' x 32", metal

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
327	2	Work tables, 5' x 3' x 32", wood
328	1	Work table, 23" x 48" x 20", metal, 1 drawer
329	1	Drying rack, 56" x 70" x 20", metal, 8-tier
330	3	Paint sprayers, Graco, Model no.: Finish Pro II 395 PC, including hose and gun
331	2	Sawhorses, 28" wide, plastic
332	1	Heat lamp, 16" x 6", with stand
333	1	Storage rack, 48" x 72" x 18", metal, metal wire shelf, 6-tier
334	1	Air hose, 50'
335	1	Air compressor, Porter Cable, model no. not available, 6 gallon, 90 PSI
336	1	Wood lathe, Delta, Model no.: TM-1
337	1	Wood cutting table, Milwaukee, Model no.: 6480, including saw, Milwaukee, Model no.: 6411
338	2	Stage guns, Pierce, model no. not available, pneumatic
339	1	Belt grinder, Makita, model no. not available, hand-held
340	3	Saws, Ryobi, Model no.: BB6041
341	1	Sander, Makita, model no. not available
342	1	Wood cutter, Bosch, Model no.: 2749
343	1	Angle grinder, Ryobi, model no. not available
344	1	Staple gun, Ryobi, model no. not available
345	1	Miter saw, Milwaukee, Catalog no.: 2734-20
346	1	Work table, 8' x 3' x 33", wood, 2-tier
347	1	Air compressor, Ciasons, Model no.: SS-5060VWA

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
348	1	Lot of equipment under 27' of pallet rack, not accessible
349	1	Drum sander, Laguna, Model no.: DD3138
350	1	Shop vacuum, Ridgid, model no. not available, 16 gallon
351	1	Sanding table, Ritter, Model no.: R703
352	1	Plate joiner, Delta, Model no.: 32-100
353	1	Sander, Delta, Model no.: 31-695
354	1	Portable saw table, Bosch, Model no.: TS3000 gravity vise
355	1	CNC router, Philicam, Model no.: FLDM 1325-3T
356	1	Sander, Delta, Model no.: SA350
357	2	Dust collectors, Jet, Model no.: DC-1100VX
358	1	Air compressor, 33 gallon, 1.6 HP
359	1	Unisaw, Delta, Model no.: X5
360	1	Dust collector, manufacturer and model no. not available, dual bag
361	3	Miter saws, DeWalt, Model no.: DWS779
362	1	Scrap wood storage, 9' x 3' x 45", wood
363	1	Air compressor, FS Curtis, Model no.: 05C55V85X-A2D1, 80 gallon
364	1	Sanding table, Laguna, Model no.: MPLAN2010-5130

SANWOOD FINE CARPENTRY & CONSTRUCTION, INC.
MOVABLE EQUIPMENT INVENTORY
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Item No.	Qty.	Description
365	1	Ladder, Werner, model no. not available, 5' high, aluminum
366	1	Shop fan, HDX, model no. not available, 30" diameter
367	1	Drywall cart, tubular metal
368	2	Utility carts, 4' x 3' x 2', metal, 2-tier

END OF MOVABLE EQUIPMENT INVENTORY

Agenda Item No. 34

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 17, 2026

SUBJECT:

Comprehensive Operational Analysis (COA) Update (Brent Boyd; Melissa Sather and Russ Chisholm, TMD)

INFORMATIONAL ONLY

Budget Impact

No budget impact from this agenda item. However, the COA process is part of the agency's due diligence efforts to identify how the transit network could be sustained and improved with additional, long-term funding, or to determine what transit service will need to be cut if no additional funding is secured and MTS stop-gap funding to extend the "fiscal cliff" is exhausted. The current annual structural budget deficit is estimated at $100 million to $150 million. Other efforts to reduce or resolve the structural budget deficit are being concurrently worked on, including: operational budget expense tightening; increasing "other" revenue with increased advertising, real estate revenue, and cost recovery fees; implementing approved fare changes; advocacy for additional state and federal funding; and review of options for a potential voter-approved revenue measure.

DISCUSSION:

On May 15, 2025 (Agenda Item (AI) 22), the MTS Board of Directors approved the award of a contract to Transportation Management and Design, Inc. (TMD) to prepare a COA.

Summary of COA Process and Deliverables

The COA includes an examination and evaluation of MTS services to determine what improvements can be made to make the network more effective and efficient. This type of project is common among transit agencies seeking a fresh look at their transit networks.

The COA is analyzing current and potential ridership, travel patterns, demographics, land use, operating costs, and system/segment performance,[1] and will ultimately lead to the development of two service plans for two distinct scenarios:

[1] This effort is also guided by as guided by MTS Board Policy 42 (Transit Service Evaluation and Adjustment).

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.

- **Scenario 1 (Service Expansion):** Funding for existing needs secured; plus, additional funding for transit service improvements.
- **Scenario 2 (Service Reductions):** No increase in regional transit funding secured.

This comprehensive analysis is divided into tasks and subtasks that are expected to be completed by the spring of 2027:

- **Task 1:** Data Collection/Review of Existing Conditions
- **Task 2:** System and Service Evaluation
- **Task 3:** Evaluation of Recommendations from Elevate SD 2020
- **Task 4:** Develop Service Implementation Plan for Increased Service (i.e., Scenario 1)
- **Task 5:** Develop Service Reduction Plan (i.e., Scenario 2)

The Board received a status update on September 11, 2025 (AI 25). That update summarized:

- **Market Assessment (Task 1):** Current ridership patterns, regional travel patterns, propensity of different geographic areas and demographic groups to generate additional transit ridership, and changes in market conditions.

- **System and Service Evaluation (Task 2):** Analysis of how riders are using the MTS system, where service performance is the strongest and where there are opportunities for improvement, as well as an assessment of ridership and performance patterns by time of day and geographic region.

Then, on October 16, 2025 (AI 19), the Board of Directors participated in a workshop (Task 2A). The workshop highlighted the difficult mobility trade-off decisions that will need to be made before the service plan scenarios (Expansion and Reductions) are developed. Goals of the workshop included:

- Help the Board of Directors understand priorities for transit network design
- Share design practices the Board will see in action in the draft network scenarios
- Review of the transit network design choices that will need to be made

First, a series of tradeoffs was presented and discussed, and through an interactive format using an online polling system, Board Members weighed in on several key considerations, such as:

- Frequency versus coverage
- Peak travel time-period versus all-day service
- Regional versus community-oriented trip-making
- Direct (no transfer) rides with less frequency versus transfer-based networks with better frequencies
- Higher fares with more service versus lower fares with less service

Each Board Member also participated in a “budget allocation” exercise, allocating $100 among various transit attributes—once at the start of the workshop and again at the end.

Ultimately, the guiding principles from the Board workshop included:

- Focus investment on frequency in the core network and among the highest-ridership services to benefit the most riders and maximize the return on investment.
- Move toward an all-day, all-week network by improving evening and weekend service while maintaining weekday peak service.
- Focus on efficient and consistent network design that reflects best practices and stakeholder priorities.
- Prioritize the highest-ridership services and coverage in areas with the greatest demand (transit propensity) when confronting service reductions. The COA plan will include a service-reduction scenario to guide future service changes should MTS not secure a new source of operating revenue.
- Prioritize service stabilization (or enhancements) over maintaining current fare levels.

The Board received another status update on March 19, 2026 (AI 18). That update summarized:

- The results of the October Board workshop
- The work on Task 3 (Evaluation of Elevate SD 2020 recommendations)
- Operator outreach at five bus operating facilities and the Trolley yard

Since then, the focus of the work has been on Task 4 and Task 5 - draft development of the two service plans mentioned above:

- **Scenario 1 (Service Expansion):** Funding for existing needs secured; plus, additional funding for transit service improvements.

- **Scenario 2 (Service Reductions):** No increase in regional transit funding secured.

The presentation today will include a short recap of the project thus far, a snapshot of the potential scale of service reductions in Scenario 2 (Service Reductions) and a preview of the potential improvements in Scenario 1 (Service Expansion).

Ongoing Public Outreach and Next Steps

MTS is currently engaging transit riders and community-based organizations on their priorities for future transit investments. This information will be used to finalize the more detailed plans for the Service Reduction and Service Expansion scenarios. The current schedule would have the *draft* plans presented to the Board in November or December 2026. Board feedback will be received at the November/December meeting before staff conducts another round of public outreach. It is anticipated that final plans will be brought back to the Board in Spring 2027. The final plans will serve as roadmaps for future service planning decisions over the next few years, depending on the funding levels available. Public hearings and focused outreach would take place prior to implementation of any major service change.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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COA Update

Board of Directors Meeting

September 17, 2026

Agenda

1. COA Overview and Process Recap
2. Funding Pathways and Two-Scenario Plan Development
3. Reduction Plan Overview and Impacts
4. Growth Plan Preview
5. Next Steps

COA Overview

- A Comprehensive Operational Analysis (COA) is an opportunity to take a deep dive into the transit network and ensure it aligns with the community's current and future mobility needs and optimizes use of existing resources
- COA recommendations build from public and stakeholder input, data analysis, and industry best practices
- This COA is organized around two scenarios and service plans:
  - **Growth Scenario:** Funding for existing needs secured, plus additional funding for service improvements
  - **Reduction Scenario**: No increase in regional transit funding secured (structural deficit of $100 million-plus annually)

Work So Far

- Project began in June 2025 and is planned to be completed in 2027
- Both plans will reflect community needs and values and serve as roadmaps for how to adjust services in the future

Existing Conditions
(Completed)
- Market Assessment
- Existing Service Evaluation
- Re-evaluation of Proposed Elevate SD 2020 Projects

Scenario Development
(In Progress)
- Increased Service Plan
- Service Reduction Plan

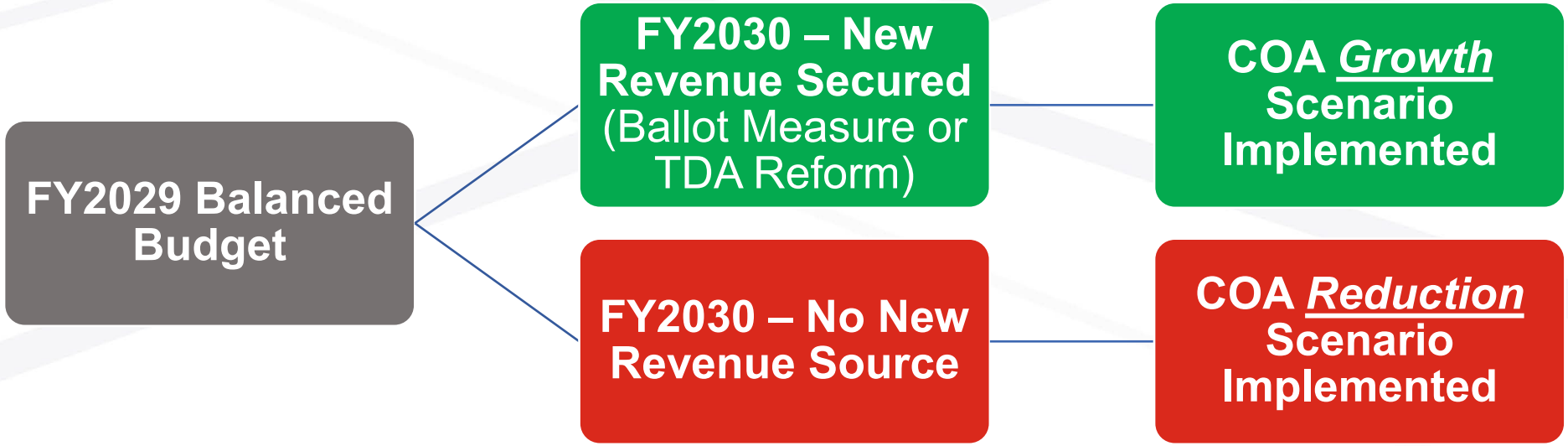
Ongoing Outreach
(In Progress)
- Continued outreach for increased service plan
- Collecting public and stakeholder input on priorities and values

Board Presentations
(Nov./Dec. 2026)
- Present detailed growth and reduction scenario plans to MTS Board

Additional Outreach
(Early 2027)
- Present reduction plan to public and stakeholders
- Additional public input opportunity for growth plan

Why Is This Project So Important?

- MTS's structural deficit puts the agency at a crossroads
- Depletion of non-recurring revenues by 2030 requires either new revenue source or major service cuts
- COA plan includes two scenarios – to steward service and capital investments with a new revenue source *or* cushion the landing for major service cuts



The Revenue Question

- MTS has already taken significant steps to address the issue, including the fare increase and some service reductions earlier this year
- But the magnitude of the deficit means additional revenue is needed just to maintain current service levels
- Potential major new revenue sources:

Statewide Legislative Action

Significant increase to Transportation Development Act (TDA) funding

Outside MTS Control

Agency-Led Revenue Measure

New MTS-led revenue measure

Within MTS Control

Budget Assumptions Behind Two Scenarios

REDUCTION SCENARIO

– $64M

lower annual operating expense

- Don’t need to cut service by full $141M budget deficit in 2030
- Scenario suggests moving $50M from capital budget to operations
- $64M in FY26 dollars at 4% inflation equals $91M in FY31.
- $91M in service reductions + $50M from capital budget = $141M to cover deficit

vs

GROWTH SCENARIO

+ $70M

added bus & Trolley service investment

- Conservative estimate to cover year to year operational costs
- Does not include capital costs for projects
- ½ cent sales tax estimated to provide $300M annually
- TDA reform estimated to provide $140M annually

Two Scenarios

REDUCTION SCENARIO

– $64M

lower annual operating expense

- Builds on January 2026 service reductions, belt tightening, and the FY27 fare increase to bridge the structural deficit.
- Significant cuts across Trolley, in-house and contracted bus, and Access paratransit — below FY26 mid-year levels.

vs

GROWTH SCENARIO

+ $70M

added bus & Trolley service investment

- Establishes the framework for a ballot-measure (or other revenue) expenditure plan.
- Adds service, launches new Rapid corridors, and funds capital improvements reflecting community wishes and mobility needs.

Reduction Scenario Overview

Guiding Principles/Approach

Preserve Core Network

Maintain coverage and frequencies on Trolley and top bus lines that affect the majority of MTS riders.

Prioritize High Ridership

Focus service where ridership and transit demand are greatest.

Enable Transfers

Keep the reduced network frequent enough to support transfers to core routes; de-emphasize long one-seat rides.

Protect Off-Peak Service

Preserve off-peak spans and frequency levels where possible.

Potential Reduction Scenario Impacts

20% Service Cut

Distributed across bus, Trolley, and Access services

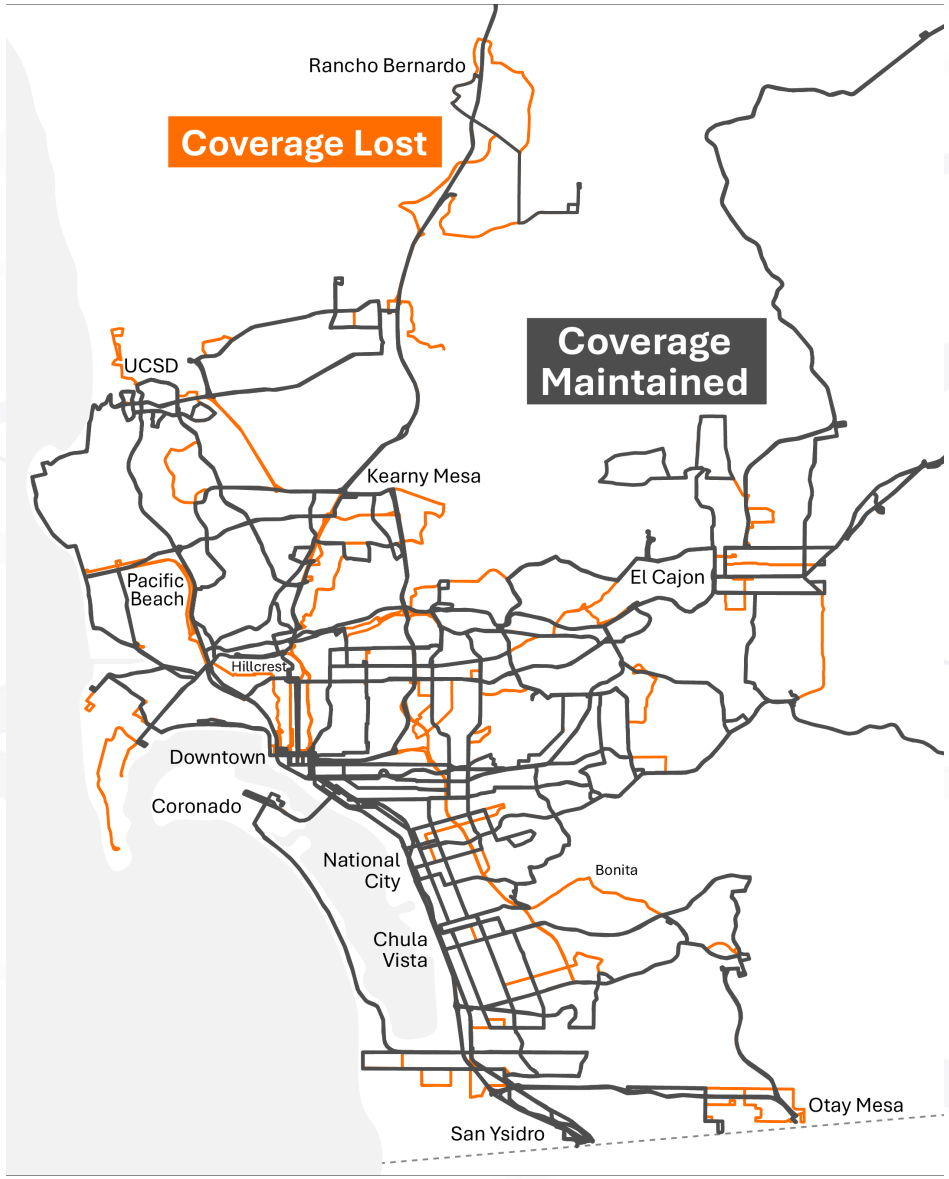
33 out of 95 bus routes suspended

21% of bus riders could lose current service

- Roughly 25,000 bus passengers use a route that could be suspended
- Over 4,000 (3%) would not have a nearby alternative

Loss of coverage and destinations no longer served

- Potential cuts could include:
  - Service to SeaWorld and Cabrillo Monument
  - Mission Hills, Tierrasanta, and other areas



Potential Reduction Scenario Impacts

20% Service Cut

Distributed across bus, Trolley, and Access services

Another 29 bus routes and all four Trolley lines would see less service

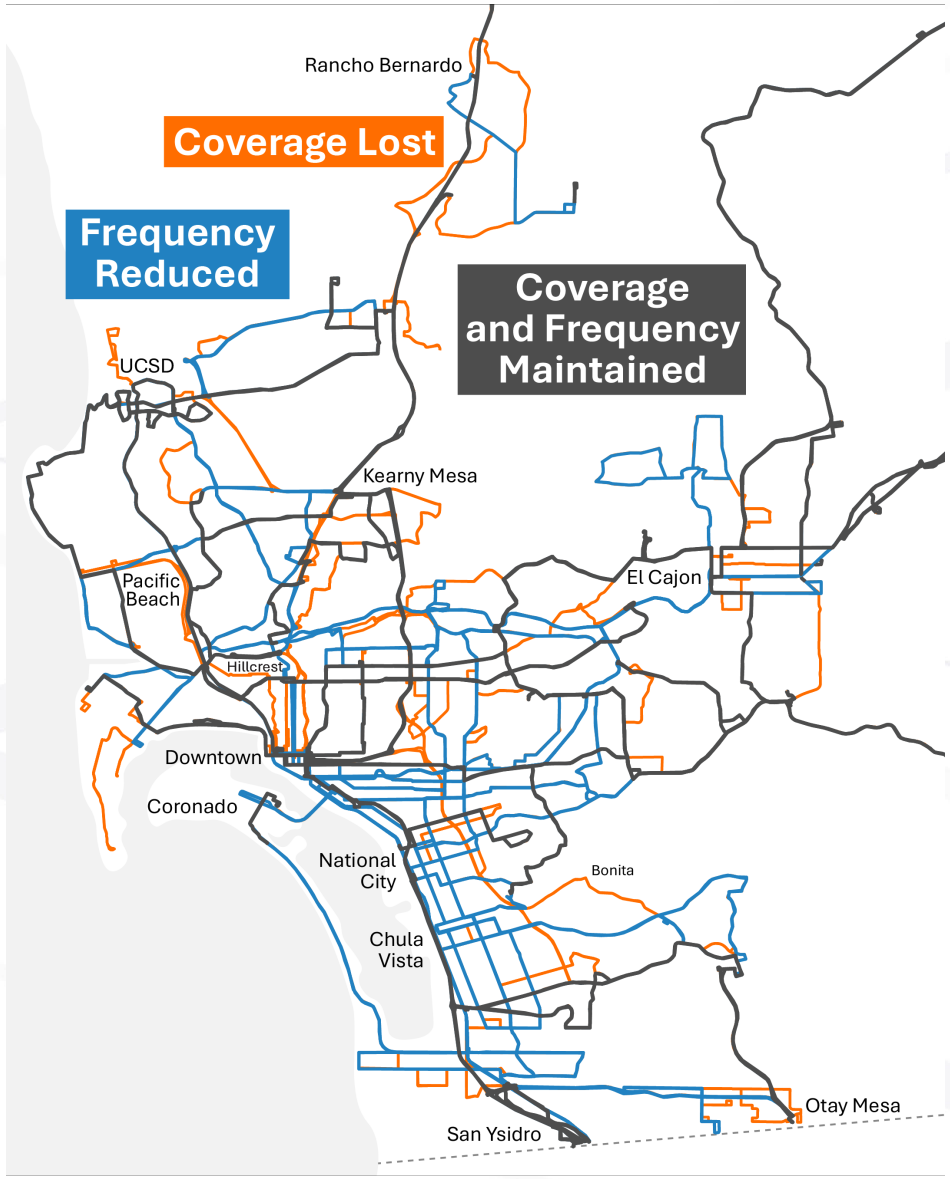
- 66% of bus routes could see elimination or reduction of service

Many more impacted by frequency reductions

- 36% of all riders use a service that would lose frequency or have suspended service
- Nearly 38,000 estimated riders impacted by frequency reductions

Over 300 fewer operators and mechanics needed

- Includes both in-house and contracted staff



Growth Scenario Overview

- Securing a significant new revenue stream would fix the structural deficit and allow for major service expansion
- Proposed improvements could include:

More Bus and Trolley Service

Improved frequencies, longer spans, and more weekend service

New Rapid Corridors

Enhanced service and transit priority on key urban corridors

Customer-Focused Improvements

New amenities, safety and security enhancements, or fare updates

Support Larger Regional Projects

Partner with SANDAG to advance long-term MTS priorities

Next Steps

Fall 2026
Community outreach on transit improvement priorities

1

2

Nov – Dec 2026
Present detailed Reduction & Growth Plans to the Board

Early 2027
Community outreach on both service plans

3

4

Mid 2027*
Present final service plans to Board for approval

***Note:**
Service plans would be "roadmap" for future planning. Any major service changes would be brought back to Board of Directors for public hearing prior to implementation.

Community Outreach Update

- Initial “On Track” outreach in spring
- Follow-up outreach ongoing. Engaging transit riders and community-based organizations on their priorities for future transit investments.
  - 26 events in Phase II
  - 7 additional events scheduled through October
- So far, approximately 3,000 participants engaged online another 2,000 in person
- Trolley to the Airport and bus and Trolley frequency enhancements are highest priorities so far
- Additional outreach after release of draft plans

Questions/Comments