



Joint Audit Oversight and Executive Committee

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Webinar Features:

 Raise Hand	▶	Use the raise hand feature every time you wish to make a public comment.
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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).
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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.



Supervisión de Auditoría Conjunta y Comité Ejecutivo

Haga clic en el enlace para acceder a la reunión:

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






Formas de Participar



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

ID de la reunión
en Zoom

Funciones del Seminario En Línea:

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



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



Teléfono:

1. Si está participando en la reunión mediante audio de su teléfono y viendo la reunión en un dispositivo, marque el número indicado en la pestaña de llamada telefónica “unirse por audio” en la ventana emergente inicial e ingrese el ID de la reunión (que se encuentra en el enlace).
2. Si está participando solo por teléfono, marque: **+1-669-900-9128** 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.**



Joint Audit Oversight and Executive Committee Agenda

June 12, 2025 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: 161 953 0340, <https://www.zoomgov.com/j/1619530340>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments This item has a two minute per speaker time limit. If you have a report to present, please give your copies to the Clerk of the Board.	
3.	Approval of Minutes Action would approve the April 10, 2025 Executive Committee meeting Minutes.	Approve
DISCUSSION ITEMS		
4.	The Pun Group Engagement Letter for the Fiscal Year (FY) 2025 Audit (Erin Dunn)	Informational
5.	Interim Audit (Erin Dunn and Coley Delaney)	Informational
6.	Orange Line Improvement Project (Project) Update (Heather Furey, Mark Olson, and Consultant T.Y. Lin)	Informational
Other Items		
7.	Review of Draft June 26, 2025 MTS Board Agenda	
8.	Staff Communications and Committee Member Communications	
9.	Next Meeting Date: July 10, 2025	



CLOSED SESSION

10. Public Comment for Closed Session

- | | |
|---|--------------------|
| 11. Closed Session - Public Employee Performance Evaluation/ Conference with Labor Negotiators – Chief Executive Officer Pursuant to California Government Code Sections 54957 and 54957.6;
Agency-Designated Representative: Stephen Whitburn, Chair
Employee: Sharon Cooney, CEO | Possible
Action |
|---|--------------------|

12. Adjournment

Lucia Mansour

From: Alex <urbancorridorsd@gmail.com>
Sent: Wednesday, June 11, 2025 3:08 PM
To: clerkoftheboard@sdmts.com
Subject: Public Comment for MTS Board Meeting; June 12, 2025

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

Dear MTS Board Members and Staff,

I want to sincerely thank Metropolitan Transit System (MTS) and all its employees for their dedicated service to our city. Your hard work and meaningful dedication to maintaining and improving our transit system do not go unnoticed, and I deeply appreciate all that you do.

I especially want to express gratitude for the upcoming construction and improvements planned for the Orange Line stops. These enhancements will greatly benefit daily riders and the community at large.

As a full-time college student, I am excited to share that I am involved with the newly forming Urban Corridor Alliance (UCA), a nonprofit initiative focused on improving safety, accessibility, and community engagement around transit corridors. We hope to create and promote public art and innovative high-tech projects, including real-time AI monitoring to help keep our transit spaces safe and welcoming.

I have personally observed students feeling uncomfortable due to people lingering around the City College trolley stop especially at night. It is my hope that the Urban Corridor Alliance (UCA) can partner with MTS to help address this issue and contribute to a cleaner, safer environment for everyone.

Thank you again for your ongoing efforts and consideration.

Sincerely,
Alex Garcia
Full-time Student
Founder, Urban Corridor Alliance (UCA)

MINUTES
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

April 10, 2025

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

1. Roll Call

Chair Whitburn called the Executive Committee meeting to order at 9:03 a.m. A roll call sheet listing Executive Committee member attendance is attached as Attachment A.

2. Public Comment

Alex Wong – Provided a verbal statement to the Committee during the meeting. Wong expressed support for the airport transit project, favoring the enhanced bus concept for its lower cost, greater convenience, and ability to improve access without disrupting existing trolley service.

Timothy McLarney – Representing True North Research, made a verbal statement to the Committee during the meeting. McLarney expressed concern that the firm was excluded from MTS's recent survey RFP process, which was distributed to a limited group of firms, and requested that MTS consider reopening the process to ensure a fair and transparent selection.

3. Approval of Minutes

Board Member Hall moved to approve the minutes of the March 6, 2025, MTS Executive Committee meeting. Board Member Fernandez seconded the motion, and the vote was 5 to 0 in favor with Board Member Elo-Rivera and Vice Chair Goble absent.

DISCUSSION ITEMS

4. Fiscal Year (FY) 2026 Operating Budget Discussion (Gordon Meyer)

Gordon Meyer, MTS Manager of Financial Planning, presented on FY 2026 Operating Budget Discussion. He outlined: Budget Development process, revenue assumptions: passenger fare revenue, other operating revenue, sales tax revenues, Federal Transit Administration (FTA), Senate Bill (SB) 125, other subsidy revenue, revenue summary, service levels, expense assumptions – personnel, expense assumptions: purchased transportation, outside services, energy, other, expenses summary, consolidated revenues less expenses and Budget Development next steps.

Public Comment

There were no Public Comments.

Committee Comment

There were no Committee Comments.

Action Taken

No action taken. Informational item only.

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

Sean Myott, MTS Manager of Real Estate Assets, presented on MTS Real Estate and Joint Development Program Status Update. He provided details on: City of San Diego TOD sites, Grantville – affordable and market, TOD & ridership – Grantville, Rancho Bernardo Transit Station, 12th & Imperial Ave Transit Center & TOD, Beyer Boulevard, Palm Avenue Station, South Bay TOD Sites, E St., East County TOD sites, Spring Street, development challenges & opportunities, publicly available data, residential home/unit totals.

Public Comment

There were no Public Comments.

Committee Comment

Board Member Montgomery Steppe acknowledged the positive results from the Grantville analysis. She asked for clarification on the usage of the parking lot at that location, specifically whether it was typically full and how its utilization was being evaluated. Mr. Myott explained that parking in the Grantville neighborhood had been challenging due to limited availability and intentionally low parking ratios aimed at encouraging transit use. He noted that some residents occasionally used transit-designated parking, prompting security to conduct outreach and, when necessary, issue citations. They added that while usage was somewhat difficult to gauge due to overflow, the lot was being used, and clear signage and markings were in place to designate transit patron parking. Ms. Cooney explained that complaints were received from people attempting to park for transit use. She mentioned that the experience was often frustrating, especially early in the morning, because residents from nearby units parked overnight, making it difficult for transit users to find available spaces.

Board Member Montgomery Steppe referred to slide 13—that covered the state budget and its potential impact on at least one of their projects. She acknowledged the general uncertainty surrounding the budget but emphasized that affordable housing remained a major priority across the state. She viewed this as an opportunity to lobby state legislative representatives for additional support. She believed it was a non-controversial issue that could unite people and attract more attention from lawmakers. Board Member Montgomery Steppe stressed the importance of communicating how the state budget might affect their projects and highlighted that the request was specific and straightforward, even if not guaranteed to succeed due to the high volume of competing requests. Board Member Montgomery Steppe concluded by encouraging the Board to stay updated on developments and offered to personally volunteer in outreach efforts, expressing confidence that their fellow Board Members would support such actions.

Chair Whitburn strongly agreed that the initiative was a top priority and described it as a significant point of pride for MTS as an agency. He highlighted that the program not only boosted transit ridership, as previously mentioned, but also benefited the environment by encouraging more transit use. Chair Whitburn further explained that the program contributed to increasing the housing supply. He emphasized that by improving supply, the balance of supply

and demand helped moderate rent increases. In some areas, they noted, rent had even stabilized or begun to decrease slightly, which they attributed to the program's effectiveness.

Chair Whitburn also shared that earlier in the week, he and Board Member Fernandez had visited Washington, D.C. with a Chamber of Commerce delegation. During the visit, they met with officials from the Department of Housing and Urban Development and used the opportunity to showcase this program as a positive example of what was happening in San Diego. He concluded by commending the work, encouraging its continuation, and requesting ongoing updates on the program's progress.

Action Taken

No action taken. Informational item only.

6. Assembly Bill (AB) 1070 Transit districts: governing boards: compensation: nonvoting members (Sharon Cooney)

Sharon Cooney, MTS Chief Executive Officer, presented on AB 1070 Transit districts: governing boards: compensation: nonvoting members. She presented on: bill overview, intent, board member compensation, adding non-voting members, bill status, possible amendments, opposition/support, possible MTS board action.

Public Comment

There were no Public Comments.

Committee Comment

Board Member Hall asked how it was planned to verify that Board Members had ridden the trolley. Ms. Cooney replied that as the bill is written, it is vague, but that Members would attest to it being truth. Board Member Hall believed the process needed to improve but acknowledged it as acceptable for the time being.

He then asked about the non-voting members, questioning whether it was possible to impose a two-year limit on their terms and inquiring about how that could be implemented. Ms. Cooney clarified that to make that change, it would require an amendment to the bill. She explained that this was the reason she supported using permissive rather than prescriptive language. She suggested that changing the wording to "may include non-voting members" would give the Board the flexibility to structure the policy in a way that best suited its specific needs and operations. Board Member Hall proposed an additional idea, suggesting that the Board could rotate the members if needed. He recommended possibly offering six-month memberships, particularly if the members were from the union, and mentioned the option of having alternates to support this approach. Ms. Cooney noted that the bill did account for the inclusion of alternates, specifying that there would be two alternates per member. She explained that a total of six alternates would be appointed, with three representing each type of stakeholder. Board Member Hall concluded by asking whether it would be possible to appoint one union representative to one committee and the other to a different committee. He added that this might be something they would need to investigate further. Ms. Cooney clarified that such a

change would require an amendment. She explained that the current language specified representation by the union with the plurality of members—specifically, the union that represented most unionized transit workers. Board Member Hall suggested that the item be forwarded to the Board for discussion.

Board Member Montgomery Steppe acknowledged that the alternate structure could represent a range of interests. She added that she was seeking more clarity around the term "by right" and what it entailed. She questioned whether it referred to public comments made outside the Board structure or if it meant non-voting members could speak or interrupt during board discussions. Ms. Cooney replied that two people would sit in the designated spot on the dais, though they'd need to work out the seating arrangement since there was only one extra seat at the dais. She noted that they could speak whenever they wanted, and the rules prohibited retaliation and ensured participation in every meeting. Board Member Montgomery Steppe asked if the same rules would apply to non-voting members under the new structure. She noted that, as a voting member, she could speak freely and questioned what the difference would be for non-voting members. Ms. Cooney asked what actions the Board as an authority to censure a member who were being abusive or making statements that negatively affected the Board's operations. Board Member Montgomery Steppe stated that she wanted the policy to ensure all members, voting or non-voting, followed the Board's conduct rules, as is common with all committees and the Boards. She also sought more clarity from the bill's author on retaliation related to union membership, suggesting they could protect rights while maintaining a functional Board. Board Member Montgomery Steppe emphasized the importance of allowing free expression, especially if the bill passed, while ensuring the Board's conduct rules were followed and first amendment rights respected, if the speech wasn't threatening.

Ms. Cooney pointed out that retaliation, legally, has a strong definition, which could lead to legal issues if someone felt they were retaliated against for their statements. She noted that elected bodies have a mechanism for removal, but this bill didn't seem to include such a process. Ms. Cooney raised concerns about a situation where an appointed member might make offensive statements based on race, ethnicity, or immigration status, and questioned how the Board could remove that person without facing legal risks, as the bill didn't address such a scenario. Ms. Landers noted that while they were addressing top-level issues, there were many detailed concerns to resolve, especially from a legal standpoint. She raised concerns about Conflict of Interest rules, recalling instances where Board appointments were blocked due to financial conflicts. She expressed concern that similar issues might arise with the proposed structure if individuals with conflicting interests were appointed for their expertise. Board Member Montgomery Steppe mentioned conflict of interest codes and the requirement for Board members to file 700 Forms to disclose financial interests. She then questioned how being a non-voting members would affect potential conflicts. Board Member Montgomery Steppe reflected on her experience dealing with offensive comments at both the County and City levels, noting that such situations were part of free speak rights. Despite this, she emphasized that there are still rules of conduct for Board Members, including non-voting ones. She concluded by raising a legal concern about how retaliation would be handled in this context.

Ms. Landers stated that the issue needed further clarification, particularly regarding what constitutes retaliation. She explained that the Board's Conflict of Interest rules prevent certain members from participating in discussions, which is why some members might have to recuse themselves. She emphasized the need to clarify what non-voting members could or couldn't do due to Conflicts of Interest, noting that preventing them from participating in certain discussions wouldn't be considered retaliation. She also pointed out that while retaliation is generally prohibited by law, it being explicitly written into the statute raised questions about whether it granted additional rights. She concluded by expressing concerns over whether non-voting members should follow the same rules as voting members, suggesting that amendments might resolve these issues. Board Member Montgomery Steppe acknowledged the points made and suggested that the Board should discuss the matter further, supporting amendments to address the lack of clarity. She expressed her support for the intent of adding more voices to the table to provide additional perspectives during decision-making and thanked everyone for the update.

Board Member Dillard noted that there's usually a protocol for making statements and has not witnessed inappropriate behavior or disruptions from non-voting members, such as herself, at SANDAG. She assumed that respect and protocol applied to non-voting members at MTS as well. Board Member Dillard suggested that there might be value in implementing an interview process for those applying to be non-voting members, like the process for other commissions, to ensure they understand the expectations for respectful participation. She also questioned whether attending all meetings should be a requirement, as it might be burdensome for individuals with full-time jobs.

Board Member Dillard raised concerns about representation from unincorporated areas, suggesting that if two representatives were required, they should communicate with each other to ensure both areas were represented. She proposed that any communication from the other representative be shared with the chair to ensure both concerns were addressed.

Board Member Dillard also questioned how individuals could prove they were using the transit system, as there is no electronic tracking or tapping system to confirm trolley or bus usage. She pointed out that there was no current way to verify use. Board Member Dillard agreed with Board Member Hall's concerns about proof of transit usage and echoed Board Member Montgomery's concerns about proper representation. She emphasized the importance of maintaining protocol and suggested that any disruptions unrelated to the agenda should be addressed in writing to prevent distractions.

Board Member Fernandez stated that he supported the item moving forward to be discussed at the Board level but indicated he would likely oppose it due to existing concerns, particularly the issue of union representation. He felt it was unreasonable to expect one union to represent the interests of all, noting that MTS had multiple union units.

Ms. Cooney asked the Committee whether staff would be bringing a recommendation outlining the amendments being considered. Chair Whitburn noted the wide range of input shared and saw no downside in using that feedback to craft possible recommendations for the Board to consider next week. He felt this approach was reasonable and more effective than leaving the

discussion open-ended, which could make it harder to form clear recommendations. The Committee recommended capturing the concerns listed as part of the recommendation.

Chair Whitburn discussed providing the same presentation to the full Board, highlighting repeated themes and gathering their input. It was hoped that if the proposal moved forward, it would be amended in the legislature. He raised concerns about why transit agencies were being singled out, as similar arguments could apply to non-voting members in City Councils or Boards of Supervisors. He stated that the Board allows public comment and values incorporating public and union feedback into decisions. Chair Whitburn noted fiscal concerns, but any additional costs were expected to be minimal. He mentioned the size of the Board and the length of meetings as concerns. Along with limited control over appointments, as the bill seemed to require appointing individuals recommended by specific groups. It was preferred that the legislation be permissive rather than prescriptive, potentially applying to non-elected boards. He assured Further discussion would take place at the next meeting.

Action Taken

No action taken. Informational item only.

OTHER ITEMS

7. Review of Draft April 17, 2025 Board Agenda

Recommended Consent Items

3. Approval of Minutes

Action would approve the March 13, 2025 Board of Director meeting minutes.

4. CEO Report

5. Traction Power Substations (TPSS) Design – Work Order Amendment

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to Work Order WOA357-AE-31.01, under MTS Doc No. PWL357.0-22, with CR Associates (CRA), a Disadvantaged Business Enterprise (DBE), in the amount of \$279,964.04 for design services to provide additional survey data and right-of-way services for future TPSS substation replacements.

6. Emergency Telecommunications System at Trolley Stations – Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. L1675.0-24, with Western Automated Solutions, Inc. (Western Automated), for an Emergency Telecommunications System at Trolley Stations for a three (3) year base period with three (3) 1-year options, for a total amount of \$672,140.40; and 2) Exercise the option years at the CEO's discretion.

7. Imperial Avenue Division (IAD) 2nd Floor Administration Restroom Rehabilitation – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order Agreement MTSJOC324-62 under Job Order Contract (JOC) MTS Doc. No. PWG324.0-21 with ABC General Contracting, Inc. (ABCGC), in the amount of \$375,626.65, for the rehabilitation of restrooms located on the 2nd floor of the administration building at IAD.

- 8. Variable Message Signs (VMS) Installations for Blue and Green Lines – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute contract MTS Doc. No. PWL427.0-25, with M J Builder, in the amount of \$528,850.00 for the VMS replacements on the Blue and Green Lines.
- 9. Rail Maintenance Program Including Rail Grinding Services – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL420.0-25 with Advanced Rail Management Corporation (ARM Corp) for a Rail Maintenance Program Including Rail Grinding Services for five (5) years for \$3,885,717.17.
- 10. Radio Airtime and Maintenance – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2947.0-25, with Mobile Relay Associates, for Radio Airtime and Maintenance services for a three (3) year base term with two (2) option years, for a total of \$706,479.26.
- 11. Fiscal Year (FY) 2024-2025 Low Carbon Transit Operations Program (LCTOP) Funding**
Action would adopt Resolution No. 25-02 to: 1) Agree to comply with all conditions and requirements set forth in the Certification and Assurances Document, and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects; 2) Authorize the Chief Executive Officer (CEO), or designated representative, to execute all required documents of the LCTOP and any amendments thereto with the California Department of Transportation; 3) Authorize the allocation of \$8,376,706 in FY 2024-2025 LCTOP funding for the procurement of Battery Electric Buses (BEBs), which will reduce greenhouse gas emissions and improve mobility with a priority on serving Disadvantaged Communities (DAC); and 4) Certify that at least 50% of the total LCTOP funds received will be spent on projects or services that will benefit DACs identified in Section 39711 of the Health and Safety Code.
- 12. Federal Fiscal Year (FFY) 2023 (SANDAG Cycle 12) Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities – Grant Award**
Action would 1) Accept the FFY 2023 Section 5310 Enhanced Mobility for Seniors and Individuals with 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 \$525,563.15 in local matching funds to fully fund the purchase of seven (7) Americans with Disabilities Act (ADA) paratransit vehicles.
- 13. Orange Line Improvement Project (OLIP) (Phase 2): Owner Furnished Special Trackwork Procurement – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1699.0-25, with Progress Rail Services (Progress Rail), for the one-time supply of special trackwork materials, in the amount of \$2,050,595.75, inclusive of 8.5% CA Sales Tax.
- 14. Purchase of Hardened Steel Rail – Contract Award**

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1694.0-25, with L.B. Foster Company (L.B. Foster) for the purchase of 736 tons of hardened steel rail, with the option to purchase an additional 368 tons, all in 320 linear feet (LF) lengths, for a total of \$2,134,070.64 which includes delivery and California sales tax.

15. Purchase of Refurbished Wheel Truing Machine – Sole Source Contract Award

Action would authorize the issuance of a Purchase Order (PO) to Delta Wheel Truing Solutions for the purchase of a refurbished RTS 2000-DOM Above Floor Wheel Maintenance System for \$558,250.00 including shipping and sales tax.

16. 7th And C Street Grade Crossing Replacement – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC348-18, under MTS Doc. No. PWG348.0-22, in the amount of \$961,744.18, with Veterans Engineering Inc. (Veterans), a Disabled Veterans Business Enterprise (DVBE), for the replacement of the existing grade crossing and installation of a duct bank to support future parallel feeder replacement at 7th and C Street in downtown San Diego.

17. El Cajon Transit Center Repairs – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order Agreement No. MTSJOC347-40, under MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC), in the amount of \$926,204.08 for the El Cajon Transit Center Repairs.

18. Massachusetts Station Pavement Repair – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC347-39, under MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC), in the amount of \$399,627.73 for the Massachusetts Station Pavement Repair.

19. Mural Artwork on MTS East Beyer Rail Bridge located in San Ysidro – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. PWL421.0-25, with Michelle Guerrero, DBA, Mr. B Baby, a Small Business (SB), for the design and installation and an as-needed five-year maintenance plan for mural artwork on the MTS East Beyer Rail Bridge in the amount of \$169,938.17.

20. Bus “In-Lane” Revenue Collection Hardware – Sole Source Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute Contract B0774.0-24, with Genfare, LLC (Genfare), in the amount of \$600,485.69 for the replacement of Genfare fare lane hardware at the Imperial Avenue Division (IAD) and the Kearny Mesa Division (KMD).

21. Beyer Blvd Pathway Beautification Design – Work Order Amendment

Action would 1) Ratify Work Order WOA355-AE-42, under MTS Doc No. PWL355.0-22, with Psomas in the amount of \$149,827.08 for preliminary design work for the Beyer Blvd Pathway Beautification project; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA355-AE-42.02 under MTS Doc No. PWL355.0-22,

with Psomas in the amount of \$394,627.88, to provide 100% design services for the Beyer Blvd Pathway Beautification.

8. Other Staff Communications and Business

Ms. Cooney asked that most of the key budgetary policy decisions were made during the February meeting. She asked that this be presented to the Board next week, rather than item 4 presented today's meeting. Ms. Cooney also noted the addition on closed session items.

9. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

10. Next Meeting Date

The next Executive Committee meeting is scheduled for April 10, 2025, at 9:00 a.m.

11. Adjournment

The meeting was adjourned at 11:03 a.m.

/s/ Stephen Whitburn

Chairperson

San Diego Metropolitan Transit System

/s/ Lucia Mansour

Clerk of the Board

San Diego Metropolitan Transit System

Attachment: A. Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE): April 10, 2025 CALL TO ORDER (TIME): 9:03 a.m.
 RECESS: _____ RECONVENE: _____
 CLOSED SESSION: _____ RECONVENE: _____
 PUBLIC HEARING: _____ RECONVENE: _____
 ORDINANCES ADOPTED: _____ ADJOURN: 11:03 a.m.

REPRESENTING	BOARD MEMBER		ALTERNATE		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
Chair	Whitburn	<input checked="" type="checkbox"/>	No Alternate	<input type="checkbox"/>	9:03 a.m.	11:03 a.m.
City of San Diego	Elo-Rivera	<input type="checkbox"/>	Whitburn	<input type="checkbox"/>	ABSENT	ABSENT
County of San Diego	Montgomery Steppe	<input checked="" type="checkbox"/>	VACANT	<input type="checkbox"/>	9:03 a.m.	11:03 a.m.
East County	Vaus	<input type="checkbox"/>	Hall	<input checked="" type="checkbox"/>	9:03 a.m.	11:03 a.m.
SANDAG Transportation Committee	Dillard	<input checked="" type="checkbox"/>	Fernandez	<input type="checkbox"/>	9:03 a.m.	11:03 a.m.
South Bay	Fernandez	<input checked="" type="checkbox"/>	Fleming	<input type="checkbox"/>	9:03 a.m.	11:03 a.m.
Vice Chair	Goble	<input type="checkbox"/>	No Alternate	<input type="checkbox"/>	ABSENT	ABSENT

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



**Metropolitan
Transit
System**

Agenda Item No. 4

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
JOIN AUDIT OVERSIGHT AND EXECUTIVE COMMITTEE**

June 12, 2025

SUBJECT:

The Pun Group Engagement Letter for the Fiscal Year (FY) 2025 Audit (Erin Dunn)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Auditing standards require the auditor to present a written engagement letter and obtain a signature from an officer of the company. Attachment A is the engagement letter from The Pun Group for the fiscal year 2025 audit, as well as their most recent peer review. Attachment B is the letter from The Pun Group to those charged with governance. A representative from The Pun Group will be available for questions.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. FY25 Engagement Letter
B. Communication with those Charged with Governance

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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





200 E. Sandpointe Avenue, Suite 600
Santa Ana, California 92707

www.pungroup.cpa

April 1, 2025

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

RE: Engagement of The Pun Group, LLP (the “Firm”) as MTS’s Independent Auditors’

We are pleased to confirm our understanding of the services we are to provide to the San Diego Metropolitan Transit System (“MTS”) for the year ending June 30, 2025. The Firm’s services are provided pursuant to MTS Contract No. G2788.0-24 (“Contract”). Nothing in this engagement letter is intended to modify or amend the terms and conditions set forth in the Contract. In the event a conflict arises between this letter and the Contract, the terms in the Contract shall prevail.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of MTS as of and for the year ended June 30, 2025.

Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement MTS’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to MTS’s RSI in accordance with auditing standards generally accepted in the United States of America (“GAAS”). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) GASB Statement No. 68 Required Schedules:
 - a) Schedule of Proportionate Share of the Net Pension Liability
 - b) Schedule of Changes in Net Pension Liability and Related Ratios
 - c) Schedule of Contributions - Pension
- 3) GASB Statement No. 75 Required Schedules:
 - a) Schedule of Changes in Total OPEB Liability and Related Ratios

San Diego Metropolitan Transit System
Engagement Letter
 April 1, 2025
 Page 2

We have also been engaged to report on supplementary information other than RSI that accompanies MTS's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining Financial Statements
- 2) Schedules of Revenues, Expenses, and Changes in Net Position – Budget and Actual
- 3) Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

San Diego Metropolitan Transit System
Engagement Letter
April 1, 2025
Page 3

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about MTS's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. As planning for the current period audit has not concluded, modifications may be made. If new significant risks are identified after the date of this letter, we will communicate them in writing to those charged with governance in a timely manner.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

San Diego Metropolitan Transit System
Engagement Letter
April 1, 2025
Page 4

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of MTS's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of MTS's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on MTS's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations;

**San Diego Metropolitan Transit System
Engagement Letter**

April 1, 2025

Page 5

(3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about MTS's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known).. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards.

San Diego Metropolitan Transit System
Engagement Letter
April 1, 2025
Page 6

You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other Supplementary Information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the Supplementary Information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Supplementary Information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Assistance by Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

Data Collection Form

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

San Diego Metropolitan Transit System
Engagement Letter
April 1, 2025
Page 7

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any of Firm's professionals assigned to the audit, during the one-year period prior to the commencement of the year end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Report Distribution and Other

We will provide copies of our reports to MTS; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Access to Working Papers

The audit documentation for this engagement is the property of The Pun Group, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of The Pun Group, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven (7) years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Firm is required to undergo a "peer review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

Timing

Coley Delaney, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately April 14, 2025 and to issue our reports no later than November 13, 2025.

Fees

Our fees for these services are subject to the terms of MTS Contract No. G2788.0-24 for the year ending June 30, 2025. Our fees are based on certain assumptions, including the required assistance described above. To the extent that certain circumstances included but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

San Diego Metropolitan Transit System
Engagement Letter
April 1, 2025
Page 8

Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the MTS Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering MTS's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Termination

We acknowledge MTS's right to terminate our services at any time, and MTS acknowledges our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any The Pun Group, LLP professionals assigned to the audit, during the one-year period prior to the commencement of the year end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised.

San Diego Metropolitan Transit System
Engagement Letter
April 1, 2025
Page 9

As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates. Furthermore, we strive to staff your engagement with quality, superbly trained professionals. In recognition of the extensive investment we have made to recruit and develop our personnel, we ask that you agree to the following. In the event that any of our employees accepts a position of employment with MTS, or any of its related parties at any time while we are performing services for you or within one year thereafter, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

Most Recent External Quality Control Review

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our most recent external peer review report (2024) received by The Pun Group, LLP is included with this Engagement Letter.

San Diego Metropolitan Transit System
Engagement Letter
April 1, 2025
Page 10

Agreement

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of MTS and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement, as described in this letter, please sign below, and return it to us.

We appreciate the opportunity to be of service to MTS and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,


The Pun Group LLP



Coley Delaney, CPA
Engagement Partner

RESPONSE:

This letter correctly sets forth the understanding of the San Diego Metropolitan Transit System.

By:  _____
Title: CPD _____
Date: 4/17/25 _____

APPENDIX A**San Diego Metropolitan Transit System
Circumstances Affecting Timing and Fee Estimate**

Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by The Pun Group, LLP (the "Firm") in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, the Firm may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to the Firm (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). The Firm will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the entity's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by the Firm. All invoices, contracts and other documents which we will identify for the entity, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



Report on the Firm's System of Quality Control

To the Partners of
THE PUN GROUP, LLP
 and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs ■ Advisors

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 Member  Crowe Global

Peer Review Report
Page 2 of 2

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP has received a peer review rating of *pass*.

GYL LLP

Ontario, California
December 30, 2024



April 1, 2025

To the Board of Directors
of the San Diego Metropolitan Transit System
San Diego, California

We are engaged to audit the financial statements of the San Diego Metropolitan Transit System (“MTS”) for the year ended June 30, 2025. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards, and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)

As stated in our engagement letter dated April 1, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider MTS’s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether MTS’s financial statements are free of material misstatements, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also, in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about MTS’s compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on MTS’s compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on MTS’s compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the Management’s Discussion and Analysis, the Schedule of Proportionate Share of the Net Pension Liability, Schedule of the Changes in Net Pension Liability and Related Ratios, the Schedule of Contributions - Pensions, and the Schedule of the Changes in Net OPEB Liability and Related Ratios which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

San Diego Metropolitan Transit System

April 1, 2025

Page 2

We have been engaged to report on the Schedule of Expenditures of Federal Awards, Combining Schedule of Net Position, Combining Schedule of Revenues, Expenses, and Changes in Net Position, Combining Schedule of Cash Flows, and the Schedules of Revenues, Expenses and Changes in Net Position – Budget and Actual, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory section and the statistical section, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risk(s) of material misstatement as part of our auditing planning:

- According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We expect to begin our audit on approximately April 14, 2025 and issue our report by November 13, 2025. Coley Delaney is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of MTS and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

The PwC Group, LLP

San Diego, California

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

AUDIT OVERSIGHT COMMITTEE PRESENTATION Agenda Item 4: Engagement Letter / Audit Scope

June 12, 2025

**Presented by:
Coley Delaney, CPA**



SAN DIEGO METROPOLITAN TRANSIT SYSTEM AUDIT OVERSIGHT COMMITTEE PRESENTATION

Contents

- Scope of Work
- Management's Responsibilities
- Auditors' Responsibilities
- Interim Audit Procedures
- Interim Audit Results
- Remaining Audit Timeline

Scope of Work

Financial Statement Audits

- MTS (ACFR),
- San Diego Transit Corporation Employee Retirement Plan

Compliance Audit

- Single Audit – MTS – Federal Transit Cluster

Agreed-Upon Procedures

- Indirect Cost Rate
- National Transit Database Reporting
- Transportation Development Act Compliance

Other

- Management Letter (if necessary)

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

AUDIT OVERSIGHT COMMITTEE

Management's Responsibilities

- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- Design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about MTS's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

AUDIT OVERSIGHT COMMITTEE

Auditors' Responsibilities

- Form and express an opinion about whether the financial statements that have been prepared by management with Board oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America;
- Plan and perform the audit to obtain “reasonable” assurance (not “absolute” assurance) about whether the financial statements are free of material misstatements;
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the MTS’s internal control. Accordingly, no such opinion is expressed.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

AUDIT OVERSIGHT COMMITTEE PRESENTATION

Auditors' Responsibilities (Continued)

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the MTS's ability to continue as a going concern for a reasonable period of time.



AUDIT OVERSIGHT COMMITTEE PRESENTATION

Agenda Item 4: Engagement Letter / Audit Scope

Questions?

HQ - ORANGE COUNTY

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Suite 600
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BAY AREA

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Walnut Creek, CA 94596

LAS VEGAS

1050 Indigo Drive
Suite 110
Las Vegas, NV 89145

PHOENIX

4742 North 24th Street
Suite 300
Phoenix, AZ 85016



**Metropolitan
Transit
System**

Agenda Item No. 5

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
JOIN AUDIT OVERSIGHT AND EXECUTIVE COMMITTEE**

June 12, 2025

SUBJECT:

Interim Audit (Erin Dunn and Coley Delaney)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The Pun Group conducted an interim audit from April 14, 2025, through April 25, 2025, to review MTS procedures and test internal controls.

The Pun Group will discuss the audit approach and procedures performed during the interim audit as well as the results.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. MTS Interim Exit Memo - 2025

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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



**San Diego Metropolitan Transit System
Fiscal Year Ending June 30, 2025
Interim Exit Memo
April 25, 2025**

INTERIM AUDIT PROCEDURES:

The purpose of our interim audit was to update our understanding of how MTS's internal control systems are designed and implemented in order to prevent and detect material misstatements, and to determine if opportunities for strengthening internal controls existed. To accomplish these objectives, we interviewed management and staff regarding policies and procedures, obtained supporting documentation, performed walkthroughs of significant transaction cycles, identified key controls, and, in certain instances, designed tests to evaluate the operating effectiveness of key internal controls over the following significant transaction cycles:

- 1) Financial Reporting
 - a) Reporting to the board – update and walkthrough
 - b) Journal entry process – update and walkthrough
 - c) Bank reconciliation – update and walkthrough
 - d) Month end closing – update and walkthrough
 - e) Year-end closing – update and walkthrough
- 2) Revenues and Receipts
 - a) Farebox – update and walkthrough
 - b) Ticket Vending Machines – update and walkthrough
 - c) Transit Store – update and walkthrough
 - d) Invoicing – update and walkthrough
 - e) Bank deposits – update and walkthrough
 - f) PRONTO – update and walkthrough
 - g) Grant/Intergovernmental - update and walkthrough
- 3) Purchasing, Expenses, and Cash Disbursements
 - a) Purchasing – update and walkthrough
 - b) Accounts payable and cash disbursements – update and walkthrough
- 4) Payroll and Related Liabilities
 - a) Payroll process – update, walkthrough, and test of controls
 - b) Rate/status change – update and walkthrough
- 5) Inventory
 - a) Daily cycle count – update and walkthrough
 - b) Ordering – update and walkthrough
 - c) Receiving – update and walkthrough
 - d) Dispensing – update and walkthrough
 - e) SDTI inventory count scheduled for 6/27/2025 (Friday)
- 6) Capital Assets
 - a) Additions/deletions – update and walkthrough
 - b) CIP – update and walkthrough

In addition to updating our understanding of MTS's design and implementation of internal control systems, we also performed the following activities:

- Perform fraud risk inquiries
- Update understanding of general IT controls and IT environment
- Reviewed fiscal year 2025 budget
- Reviewed the board, executive committee/audit oversight committee minutes
- Performed pension census data testing for MTS and SDTI (SDTC 7/1/24 census data tested in PY – 7/1/25 census data to be tested once census data files are available)
- Reviewed OPEB census data testing (No new valuation in 2025)
- Performed distributions testing for SDTC Pension
- Performed preliminary TDA compliance expenditure testing

CURRENT YEAR INTERIM RESULTS:

Based on the interim procedures performed, internal controls for the selected transaction cycles appeared to be both properly designed and effectively operating in order to prevent and detect material misstatements. No exceptions requiring formal written responses (significant deficiencies or material weaknesses) were noted. In addition, no control deficiencies (lesser deficiencies that can be communicated directly to management) were identified.

IMPLEMENTATION OF NEW GASB PRONOUNCEMENTS

GASB Statement No. 101 – *Compensated Absences* - to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Implementing this statement will have an impact on MTS's year end calculations for compensated absences liabilities as well as on financial reporting.

Upcoming Pun Group Client Training Session:

GASB 101 – Compensated Absences Overview

Tuesday April 29, 2025 3:30 – 5:00PM

Items to begin preparing for implementation include:

- 1) Compensated absences policies
- 2) Copies of MOUs for all bargaining units
- 3) Create a leave summary by company, type of leave provided (with “rules” associated), and bargaining unit/employee type
- 4) Historical usage information for “more likely than not” analysis

GASB Statement No. 102 – *Certain Risk Disclosures* – to provide users with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints which may limit a government's ability to acquire resources or control spending. This statement is not expected to have an effect on MTS's financial reporting for the fiscal year ending June 30, 2025.

INTERIM AUDIT OPEN ITEMS

1) Financial Reporting

- a) Year-end closing – TPG to complete at year end.

2) Journal Entry testing – Additional samples will be completed at year end.

3) Capital assets

- a) **Year End Walkthrough** – TPG to complete at year end.
 - i) Maintain Project Master data
 - ii) Project Accounting & Settlement
 - iii) Project Closing
 - iv) Asset disposition

4) Administrative

- a) Sign and return attorney letters (will pick up at inventory count)
- b) Board member fraud inquiries (will inquire after 6/30)

UPCOMING DATES

AOC/Executive Committee Meeting	June 12, 2025
SDTI inventory count	Friday, June 27
Year End	three weeks beginning August 18, 2025



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

AUDIT OVERSIGHT COMMITTEE PRESENTATION Agenda Item 5: Interim Audit

June 12, 2025

**Presented by:
Coley Delaney, CPA**



Interim Audit Procedures



- Initial risk assessment
- Obtain understanding and perform walkthrough and/or tests of control on significant transaction classes
 - Financial Reporting (Budgeting/Journal Entries, Reports to Board)
 - Revenue and Cash Receipts
 - Procurement and Cash Disbursements
 - Capital Assets
 - Inventory
 - Payroll and Human Resources
- Confirm risk assessment and design audit procedures
- IT system controls/cyber security
- Fraud risk inquiries
- Prepare attorney letters and confirmations
- Preliminary analytics – utilizing audit artificial intelligence tools

Interim Audit Procedures (Continued)



- Census data testing – PERS/SDTC Pension
- Related party testing
- Journal entry testing
- TDA Compliance testing
- Inventory count (6/27/25)
- SDTC Pension distribution testing
- Review board meeting minutes
- New GASB implementation discussions
 - GASB 101 – *Compensated Absences*

Interim Audit Results



Based on the interim procedures performed, internal controls for the selected transaction cycles appeared to be *properly designed, in place, and operating effectively* in order to prevent and detect material misstatements.

No *significant deficiencies or material weaknesses* over internal control, compliance, or financial reporting noted.

We do not provide an opinion on the operating effectiveness of MTS's internal controls – data gathered is for risk assessment purposes.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM AUDIT OVERSIGHT COMMITTEE PRESENTATION

Audit Timeline

- Interim Audit - completed
- SDTI Inventory Count – June 27
- Year-end Fieldwork – August 18 to September 5
- ACFR/Single Audit Issuance – by November 13
- SDTC Employee Retirement Plan Issuance – by December 20
- TDA Agreed-upon Procedures (AUP) Issuance – by December 20
- Indirect Cost AUP – early 2026
- National Transit Database AUP – early 2026



AUDIT OVERSIGHT COMMITTEE PRESENTATION

Agenda Item 5: Interim Audit

Questions?

HQ - ORANGE COUNTY

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PHOENIX

4742 North 24th Street
Suite 300
Phoenix, AZ 85016



Agenda Item No. 6

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

June 12, 2025

SUBJECT:

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

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

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

The San Diego Metropolitan Transit System (MTS) staff and external consultants, T.Y. Lin, will present an update on the Orange Line Improvement Project. The team provided a presentation at the March 6, 2025, Executive Committee meeting.

Today's presentation will include updates to the project over the last three months and information about additional, ongoing projects, on the Orange Line Corridor. The Communications Plan (Attachment A) and the draft Stakeholders List (Attachment B) will also be discussed.



/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Communications Plan
B. Draft Stakeholder List



Orange Line Improvements • *Mejoras en la Orange Line*

A decorative horizontal band featuring a series of diagonal stripes in orange, black, blue, green, and red.

Phases One and Two COMMUNICATIONS PLAN

I. Project Overview

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



To ensure project information and benefits are accurately communicated to the adjacent communities in a timely manner, the project team recommends deploying a three-pronged approach, aimed to inform and engage stakeholders through pre-construction, construction kickoff, and ongoing outreach for both Phase 1 and 2 of the Orange Line project.

II. Purpose

The purpose of this plan is to highlight the key touchstones of the campaign in order to outline key collateral and set a path forward for the team's outreach.

III. Outreach Goals

- Inform community members and key stakeholders about the project and what to expect during construction
- Highlight the immediate need for and benefits of the Orange Line Improvements
- Establish methods of communication between MTS and the public, providing opportunities for key stakeholders and residents to ask questions

IV. Key Stakeholders

In order to ensure all potentially impacted parties are informed of the work, the team has drafted a key stakeholders list that will be utilized as primary points of general project information distribution.

- a. *Business Groups*: Stakeholders under this category would be major organizations that are either regional specific to the cities and regions touched by the OLIP or are broader San Diego organizations that can serve as key information distribution points for the general public's awareness of the project.
- b. *Government and Elected Officials*: These stakeholders are government agencies or elected officials that have jurisdiction within the cities and regions touched by the OLIP. They are key for the project to connect with as they often require us to give them notice and allow us to distribute information across their demographic.
- c. *Civic*: These stakeholders are organizations that have a major connection to the cities and regions touched by the OLIP, or a connection to public transportation or demographics within San Diego with a higher frequency of public transportation use. These organizations are key, since they have an interest in the project and will help us distribute information within their own stakeholders.
- d. *School/Education*: These stakeholders are educational facilities located within the cities touched by the OLIP. These facilities are important to notice since they are likely to be affected by the project and noticing through them is a great way to reach the parents.
- e. *Residential*: These stakeholders are major residential facilities along the OLIP corridor, within 500 feet from the tracks. We identify multi-family residents as stakeholders since contacting the building managers will allow us to communicate with all residents. We would also consider them businesses along the corridor. Single-family residents would be contacted via the direct mailing vendor described in the description.
- f. *Businesses*: Businesses along the OLIP corridor, within 200 feet from the tracks, would be included in outreach. While these are key stakeholders for the project, we recommend utilizing a direct mailing vendor in the event of distributing construction notices or mailers, as they are able to target all business and residents within a designated area.

V. Strategies

- a. General Strategies – Southwest Strategies will create a construction kickoff postcard and monthly eblasts, if desired, for the project. Outreach will be conducted to MTS employees to ensure that all employees are informed on project timelines and updates so that all can respond to questions and discussions with riders and the general public.
- b. Strategy for Construction Activities – For construction activities that are expected to have impacts to the public, an eblast, social media, and physical posters will be deployed and posted at nearby stations. Strategies may be developed for ongoing activities and specific events which result in increased or change in impacts.
- c. Strategy for Absolute Work Windows – For each Absolute Work Window, our team will coordinate closely with construction team to provide construction notices in advance. This may include Eblast sent to registered stakeholders as well as trolley and bus cards to reach transit riders.

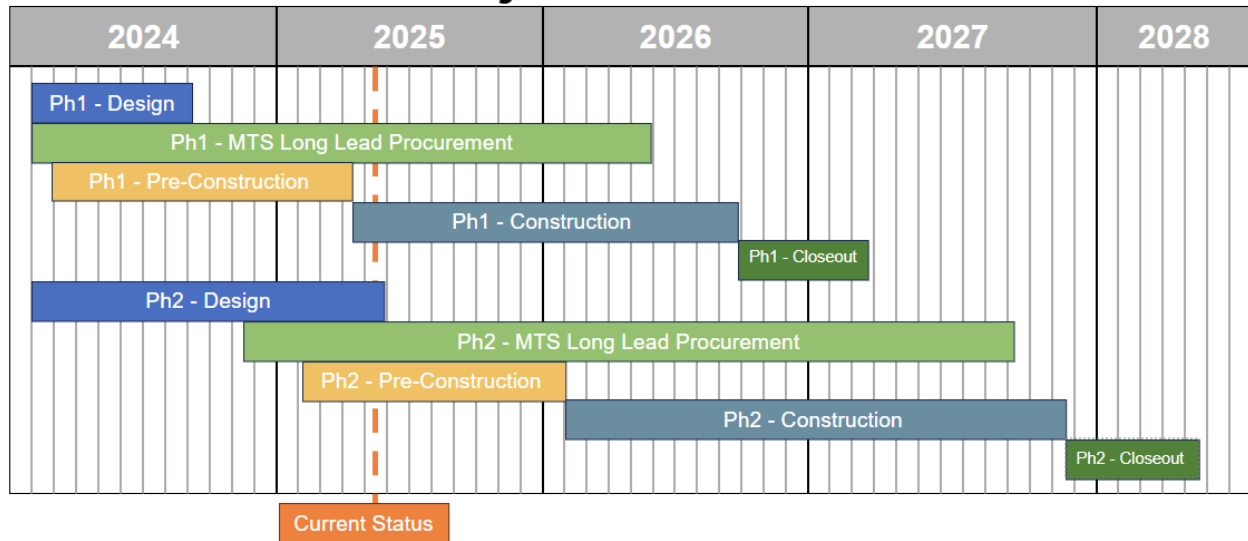
- d. Strategy for Service Disruptions – Eblasts, fliers, construction notices, standard construction signage and social media highlighting the duration and time frame for impacts, along with what to expect.
- e. Strategy for Media Engagement – Southwest Strategies will create a key milestone calendar and use it to pitch targeted publications and reporters. Southwest Strategies will work with the team to build a media pitch positioning this project as highly transformational and bringing improvements to underserved communities.
- f. Strategy for Public Meetings, Events, and Celebrations – Southwest Strategies will assist in coordinating with the groundbreaking and any stakeholder meetings as desired by MTS. This includes in-person and online events, such as virtual information meetings.

VI. Phased Approach

Outreach would be conducted in the phases listed below. Pre-Construction outreach will be conducted solely with the stakeholder list. After Construction Kickoff, outreach will be conducted with the stakeholder list and using a direct mailing vendor to touch all addresses within MTS's desired range.

- a. Pre-Construction: The pre-construction phase will lay the groundwork for ongoing construction communication and outreach. This phase will begin with us developing the necessary messaging and collateral, and then notifying stakeholders of the project. During this time, the team will confirm digital media and collateral is ready for public consumption.
 - Phase 1a: January– July 2025 (7 months)
 - Phase 2a: August 2025 – August 2026 (1 year)
- b. Construction Kickoff: During the kickoff portion of the project, action items will be focused on meeting the public via an open house where they are to inform and educate them about the benefits and need for the project, along with expectations during construction.
 - Phase 1b: August– September 2025 (1 month)
 - Phase 2b: September– October 2026 (1 month)
- c. Ongoing Outreach: Finally, once work begins and stakeholders are educated about the project, the team will focus on keeping interested parties engaged with up-to-date information until construction is completed.
 - Phase 1c: June 2025 – April 2027 (22 months)
 - Phase 2c: May 2026 – August 2028 (27 months)

Project Schedule



d. Ongoing Outreach

- i. Construction meetings: Someone from the communications team (to be determined) will attend the construction meetings in order to evaluate potential disruptions to the public and flag any needs for public noticing.
- ii. Monthly construction update eblasts: Southwest Strategies will draft monthly construction update eblasts to inform interested parties in the status of the project.
- iii. As-needed construction notices for Absolute Work Windows (AWW), Bus Bridges and Service Disruptions, including:
 1. *Pre-AWW/bus bridge/service disruption*
 - a. Eblast copy
 - b. Construction fliers and postcards
 - c. Social media copy and graphics
 - d. Website copy
 - e. Bus and trolley signs/cards
 2. *During AWW/bus bridge/service disruption*
 - a. Banners/a-frames at trolley stations
 - b. Fliers at trolley stations
 - c. Stakeholder inquiry responses
 - d. Social media copy and graphics
 - e. Schedule and map graphics
 3. *Post- AWW/bus bridge/service disruption*
 - a. Postcard mailers to residents surrounding new Orange Line
 - b. News release/media advisory
 - c. Eblast copy
 - d. Social media copy and graphics

AWW Bus Bridges: Phase 1

PHASE 1							
AWW #	Bus Bridge #	Line	Direction	Eastbound Station	Westbound Station	Start (Saturday @ 1 AM)	Finish (Monday @ 4 AM)
1	Bus Bridge #1	Orange Line	Both Directions	12th & Imperial	Euclid	October 11, 2025	October 13, 2025
2	Bus Bridge #2	Orange Line	Both Directions	12th & Imperial	Euclid	November 8, 2025	November 10, 2025
3	Bus Bridge #3	Orange Line	Both Directions	12th & Imperial	Massachusetts	December 13, 2025	December 15, 2025
4	Bus Bridge #4	Orange Line	Both Directions	12th & Imperial	Euclid	January 10, 2026	January 12, 2026
5	Bus Bridge #5	Orange Line	Both Directions	Euclid	Massachusetts	February 7, 2026	February 9, 2026
6	Bus Bridge #6	Orange Line	Both Directions	12th & Imperial	Massachusetts	March 28, 2026	March 30, 2026
7	Bus Bridge #7	Orange Line	Both Directions	Euclid	Lemon Grove	May 2, 2026	May 4, 2026
8	Bus Bridge #8	Orange Line	Both Directions	Euclid	Lemon Grove	June 6, 2026	June 8, 2026
9	Bus Bridge #9	Orange Line	Both Directions	Euclid	Lemon Grove	July 11, 2026	July 13, 2026
10	Bus Bridge #10	Orange Line	Both Directions	Euclid	Lemon Grove	August 8, 2026	August 10, 2026
11	Bus Bridge #11	Orange Line	Both Directions	Euclid	Lemon Grove	September 26, 2026	September 28, 2026

*Bus bridges were developed based on trolley operations. Need to coordinate with bus operations and system transfers.

AWW Bus Bridges: Phase 2

PHASE 2							
AWW #	Bus Bridge #	Line	Direction	Eastbound Station	Westbound Station	Start (Saturday @ 1 AM)	Finish (Monday @ 4 AM)
1	Bus Bridge #1	Orange Line	Both Directions	Grossmont	El Cajon	September 19, 2026	September 21, 2026
2	Bus Bridge #2	Orange Line	Both Directions	Grossmont	El Cajon	October 17, 2026	October 19, 2026
3	Bus Bridge #3.O	Orange Line	Both Directions	Spring	El Cajon	November 14, 2026	November 16, 2026
	Bus Bridge #3.G	Green Line	Both Directions	70th	El Cajon	November 14, 2026	November 16, 2026
4	Bus Bridge #4	Orange Line	Both Directions	Grossmont	Santee	December 19, 2026	December 21, 2026
5	Bus Bridge #5.O	Orange Line	Both Directions	Spring	El Cajon	January 30, 2027	February 1, 2027
	Bus Bridge #5.G	Green Line	Both Directions	70th	El Cajon	January 30, 2027	February 1, 2027
6	Bus Bridge #6.O	Orange Line	Both Directions	Spring	El Cajon	February 27, 2027	March 1, 2027
	Bus Bridge #6.G	Green Line	Both Directions	70th	El Cajon	February 27, 2027	March 1, 2027
7	Bus Bridge #7.O	Orange Line	Both Directions	Spring	El Cajon	June 5, 2027	June 7, 2027
	Bus Bridge #7.G	Green Line	Both Directions	70th	El Cajon	June 5, 2027	June 7, 2027
8	Bus Bridge #8.O	Orange Line	Both Directions	Spring	El Cajon	July 10, 2027	July 12, 2027
	Bus Bridge #8.G	Green Line	Both Directions	70th	El Cajon	July 10, 2027	July 12, 2027
9	Bus Bridge #9	Orange Line	Both Directions	Massachusetts	Spring	August 7, 2027	August 9, 2027
10	Bus Bridge #10	Orange Line	Both Directions	Massachusetts	Spring	September 11, 2027	September 13, 2027
11	Bus Bridge #11	Orange Line	Both Directions	Massachusetts	Spring	October 2, 2027	October 4, 2027
12	Bus Bridge #12.O	Orange Line	Both Directions	Spring	Grossmont	October 30, 2027	November 1, 2027
	Bus Bridge #12.G	Green Line	Both Directions	Alvarado	Grossmont	October 30, 2027	November 1, 2027
13	Bus Bridge #13.O	Orange Line	Both Directions	Spring	Grossmont	November 20, 2027	November 22, 2027
	Bus Bridge #13.G	Green Line	Both Directions	Alvarado	Grossmont	November 20, 2027	November 22, 2027
14	Bus Bridge #14	Orange Line	Both Directions	Massachusetts	Grossmont	December 18, 2027	December 20, 2027
15	Bus Bridge #15	Orange Line	Both Directions	Euclid	Spring	January 29, 2028	January 31, 2028
16	Bus Bridge #16	Orange Line	Both Directions	Euclid	Spring	February 19, 2028	February 21, 2028

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Orange Line Improvements Project

DRAFT STAKEHOLDER LIST

Business Groups

These business groups are major organizations that are either regional specific to the cities and regions touched by the OLIP or are broader San Diego organizations that can serve as key information distribution points for the general public's awareness of the project.

1. San Diego Regional Economic Development Council
2. Central San Diego Black Chamber of Commerce
3. City Heights Business Association
4. Downtown San Diego Partnership
5. San Diego Building Industry Association
6. Asian Business Association
7. City Heights Community Development Corporation
8. San Diego County Hispanic Chamber of Commerce
9. East County Development Corporation
10. El Cajon Business Improvement Association
11. La Mesa Chamber of Commerce
12. Lemon Grove Chamber of Commerce
13. East County Economic Development Council
14. San Diego East County Chamber of Commerce
15. San Diego Regional Chamber of Commerce
16. Spring Valley Chamber of Commerce

Government and Elected Officials

These stakeholders are government agencies or elected officials that have jurisdiction within the cities and regions touched by the OLIP.

1. City of El Cajon
2. City of La Mesa
3. City of Lemon Grove
4. City of San Diego
5. County of San Diego
6. Eastern Area Community Planning Group
7. Chollas Valley Community Planning Group (formerly Encanto)
8. Lemon Grove Planning Commission
9. La Mesa Planning Commission
10. El Cajon Planning Commission
11. Congressional District 48 Representative
12. Congressional District 49 Representative
13. Congressional District 50 Representative
14. Congressional District 51 Representative
15. County of San Diego District 1 Supervisor
16. County of San Diego District 2 Supervisor
17. County of San Diego District 4 Supervisor



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18. San Diego City Councilmember - District 3
19. San Diego City Councilmember - District 4
20. San Diego City Councilmember - District 8
21. San Diego City Councilmember - District 9
22. California State Senator - District 39
23. California State Assemblymember - District 79
24. California Department of Transportation
25. California Public Utilities Commission
26. City of San Diego Disabled Services Advisory Council
27. City/County Reinvestment Task Force
28. County of San Diego Department of Public Works
29. Environmental Protection Agency
30. Federal Transit Administration
31. Local Agency Formation Commission
32. Metropolitan Transit System
33. SANDAG
34. San Diego Tourism Authority
35. San Diego Convention Center Corporation
36. San Diego Regional Center
37. San Diego Youth Commission
38. U.S. Department of Transportation
39. Transportation Corridor Agency

Civic

These stakeholders are organizations that have a major connection to the cities and regions touched by the OLIP, or a connection to public transportation or demographics within San Diego with a higher frequency of public transportation use.

1. Alliance for Regional Solutions
2. C-3 San Diego
3. Civic San Diego
4. El Cajon Collaborative
5. RISE San Diego
6. Casa Familiar
7. The Center
8. Mid-City Community Advocacy Network
9. San Diego Workforce Partnership
10. Urban Corps of San Diego County
11. Environmental Health Coalition
12. Bike SD
13. Circulate San Diego
14. San Diego County Bike Coalition
15. Climate Action Campaign



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16. UPLIFT San Diego
17. Voices for Children
18. Live Well San Diego
19. San Diego Youth Services
20. Chicano Federation
21. Boys and Girls Club of Greater SD - Genesius Branch
22. Jackie Robinson Family YMCA
23. Urban Collaborative Project

School/Education

These stakeholders are educational facilities located within the cities affected by the OLIP.

1. La Mesa Adult Enrichment Center
2. La Mesa Spring Valley School District
3. San Diego City College Associated Students
4. San Diego Community College District
5. Grossmont Union High School District
6. San Diego Christian College
7. San Diego State University
8. San Diego City College
9. La Mesa Arts Academy
10. Monterey Heights STEAM Academy

Residential

These stakeholders are major residential facilities along the OLIP corridor, within 500 feet from the tracks. While these are key stakeholders for the project, we recommend utilizing a direct mailing vendor in the event of distributing construction notices or mailers, as they are able to target all business and residents within a designated area.

1. Creekside Villas Apartments
2. Harbor View Villas Apartments
3. Trolley Park Terrace Apartments
4. Acacia Mobile Home Park
5. The Genesis Apartments
6. George D. McKinney Retirement Center
7. Villa Encantada Apartments
8. Encanto Village
9. Imperial Villa Apartments
10. Olive Avenue Apartments
11. Olive Tree Apartments
12. Kelvin Apartments
13. Celsius Apartment Homes
14. Village Walk Condominiums
15. Granite Hill Apartments



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16. Rising Sun Apartments
17. Liberty Military Housing - Howard Gilmore Terrace
18. Liberty Military Housing - La Mesa Park
19. Trolley Palm Apartments
20. The Quarry Apartments
21. Chateau Spring Terrace Apartments
22. Spring Hill Apartments
23. Citronica One Apartments
24. Villa Capri Apartments
25. The Springs Apartments
26. Array La Mesa Apartments
27. Elan Avante Apartments
28. The District - West Apartments
29. Grossmont Apartments
30. Grossmont Terrace Apartments
31. Grossmont Villages Condos
32. Mellmanor Apartments
33. Park Grossmont Apartments
34. Central Park La Mesa
35. Grossmont Bluffs Apartments
36. Vista Palms Apartments
37. Vista Del Sol Apartments
38. The Timbers Apartments
39. Village Run Apartments
40. Parc One Apartments
41. Serena Vista Apartments
42. Campina Court Apartments

Business/Commercial

The businesses listed here are along the OLIP corridor, within 200 feet from the tracks. While these are key stakeholders for the project, we recommend utilizing a direct mailing vendor in the event of distributing construction notices or mailers, as they are able to target all business and residents within a designated area.

1. Christ the King Catholic Church
2. Andrea Morroy Family Home Daycare
3. Lew's Market
4. Greenwood Memorial Park
5. 47th Street Church of God
6. Harbor View Associates
7. E & E Industries
8. celuna
9. Accessity



Orange Line Improvements Project

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10. Home Start Inc
11. Nelly's Kitchen Inc
12. Rancho Hills church
13. Asia Wok Chinese Food
14. Concepto Pizza Co.
15. El Pollo Loco
16. Walter N Coffman Inc
17. House Of Prayer Full Gospel Ministry
18. Strong Arm Construction & Co
19. Rise Up Industries: CNC Machine Shop
20. Globe United Inc.
21. BluSky Restoration Contractors
22. Gerber Collision & Glass
23. FullTech Systems Inc
24. Hers Ageless
25. SD Best Quality Cleaning Services
26. Nutter Appliance
27. Talia Liquor Store
28. SD Vinyl Shirts
29. Caribbean Taste
30. Cashco Pawn Shop San Diego (Gold & Diamond Buyers)
31. Nelson's Braidery Salon and Barbershop
32. The Mental Bar- Coffee, Tea & Wellness
33. Pillars Of The Community
34. Woodman Auto Body
35. Imperial Barber Shop
36. Helping Hand Outreach - Food Distribution Center
37. Imperial Food Supermarket
38. Boys & Girls Clubs of Greater San Diego, Geneius Branch (Encanto)
39. Howell's Liquor
40. Corner Stone Barber & Beauty
41. Vaqueros Carne Asada
42. A Better Canine School-Dogs
43. Keg N Bottle
44. U-Haul Moving & Storage of Lemon Grove
45. Lemon Grove Foursquare Church
46. Economic Transmission
47. The Grove Smog Center
48. Extra Storage
49. North Park Apostolic Church
50. Gustavus A. Thompson Lodge #79 (District 11)
51. Coop's West Texas BBQ & Catering
52. Christ BOOKSTORE



Orange Line Improvements Project

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53. Santana's
54. Daris Hochwender - State Farm Insurance Agent
55. 7-Eleven
56. Divine Design
57. Merry-Go-Round Learning Center
58. Horton Insurance
59. Don Henderson Auto Services
60. Decor Depot
61. VFW Post 2082
62. Farmers Insurance - James Adsit
63. Angels Carpet Care
64. Lemon Grove Community Church
65. ALVA Beauty Collective
66. Lemon Grove Coffee
67. Berry's Athletic Supply
68. Mossy Honda Lemon Grove
69. Erick's Printing & Design
70. Metrius Electrical Services
71. Woodmark Construction
72. Sprouts Farmers Market
73. The Helm Management Co
74. The McMillan Law Firm, APC
75. Lavender Blue Aesthetics
76. California School of Dance
77. Jeri Kish School Of Ballet
78. Village Pet Salon
79. Prime Plastic Surgery
80. SmileHaven Dental Center: Stephen Chan, DMD
81. U.S. Bank Branch
82. Chase Bank
83. SDCRE
84. The Auto Center in La Mesa
85. VFW Post 1774
86. Array La Mesa
87. A-1 Self Storage
88. Hudson's Orthodontic Lab
89. Kern Law, APC
90. James Legal Group
91. Evans Tire
92. Frazier Farms Market
93. Office Depot
94. Fit Societe
95. Trek Bicycle La Mesa



Orange Line Improvements Project

DRAFT STAKEHOLDER LIST

- 96. Petco
- 97. Mojave Style House
- 98. Mike Milner Dental Cosmetics
- 99. Banbu Sushi Bar & Grill
- 100. La Mesa CoWork
- 101. 7 Star Auto Glass
- 102. Comics-N-Stuff
- 103. StaxUP Storage
- 104. Collision Tech, Inc. - El Cajon Auto Body Shop
- 105. Diamond Auto Sales
- 106. Family Interiors
- 107. Corporate Production Group Audio Visual CPGAV
- 108. TREASURE BIN STORE
- 109. CBM Motors
- 110. Quality Auto Body & Collision Center
- 111. BMW of El Cajon



Orange Line Improvement Project Update



June 2025



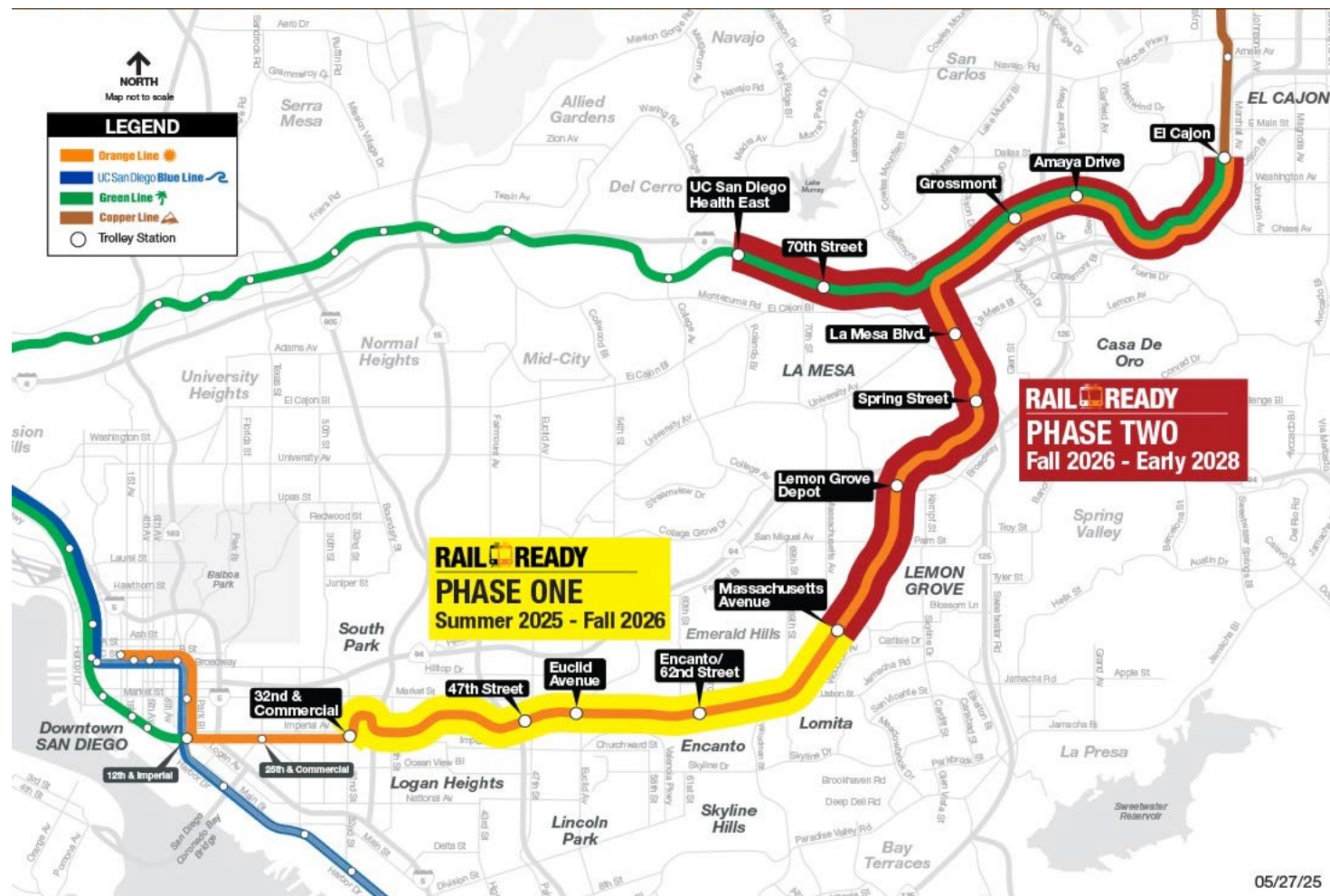
Agenda

- Project Summary
- Schedule and Project Updates
- Project Funding
- Solicitation Process
- Construction Contract
- Other Orange Line Projects
- Next Steps

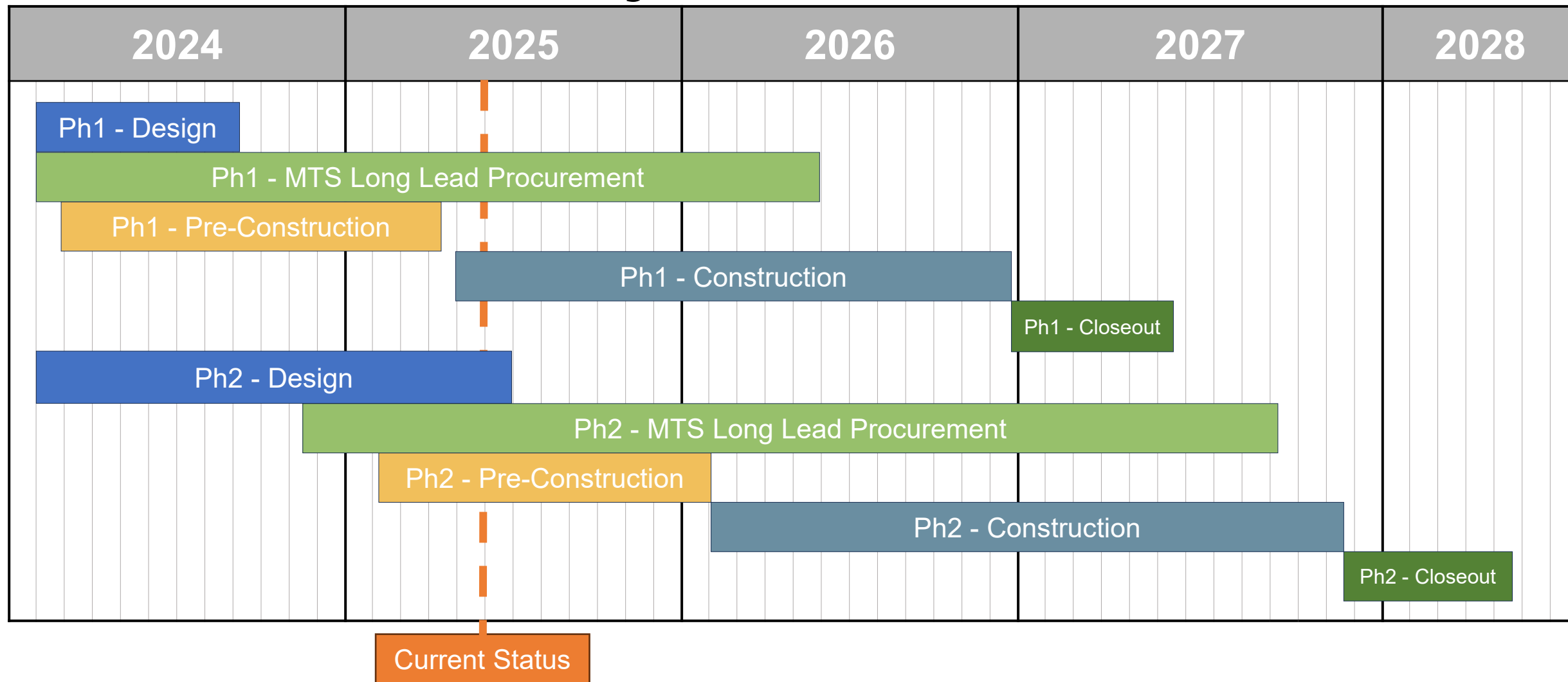


Project Overview

- System improvements along 17.6 miles of the Orange Line
- Upgrades to track, signals, grade and pedestrian crossings
- Increase reliability and dependability
- Construction begins summer 2025 through fall 2028
- Constructed in 2 phases



Project Schedule



Project Updates

- **Phase 1**

- Receiving Owner Furnished Equipment deliveries
- Construction Contract Awarded to Stacey Witbeck, Inc.
 - NTP May 2, 2025 to May 30, 2027
- Continued right-of-way coordination

- **Phase 2**

- Continued procurement of Owner Furnished Equipment
- Continued design advancement
- Continued right-of-way coordination

Phase 1: Owner Furnished Equipment



**Deliveries to
Contractor
Began June 6th**

Phase 1 – Contractor Kickoff

- Contract Executed; NTP May 2, 2025 (+758 days) to May 30, 2027
- Weekly Construction Meetings
- Contractor Submittals (20)
 - Baseline Schedule
 - Quality Control Plan
 - Water Pollution Control Plan
 - Safety Plan
 - Material Submittals
- Contractor has established warehouse
- Owner Furnished Materials transfers starting in June

Right-Of-Way Coordination

Phase 1

No.	Property Impacts	Ownership	Status
1	R2-R442RC Signal Shelter	Private	Complete*
2	R10-R574RC Signal Shelter	Private	Private
*Includes existing City of San Diego utility easements. Additional City coordination required.			

Phase 2

No.	Property Encroachments	Ownership	Status
1	R1224 Signal Shelter	Public	In Design
2	R1241 Signal Shelter	Public	In Design
3	R1256 Signal Shelter	Public	In Design

Phase 2: Owner Furnished Equipment

No	Item	MTS Board Approval Request	Total	Status
1	Catenary Poles	November 14, 2024	\$167,653.40	Approved; agreement executed
2	Switch Machines	February 13, 2025	\$542,607.45	Approved; agreement executed
3	Signaling Electrodes	February 13, 2025	\$1,355,932.79	Approved; agreement executed
4	PSOs	February 13, 2025	\$427,849.39	Approved; agreement executed
5	Hardened Steel Rail	April 17, 2025	\$2,134,070.64	Approved; agreement executed
6	Special Track	April 17, 2025	\$2,050,595.75	Approved; agreement in progress
7	Signal Houses	May 15, 2025	\$7,219,550.51	Approved; agreement executed
8	Unarmed Signal Cable	January 2026		Bid scheduled for July 2025

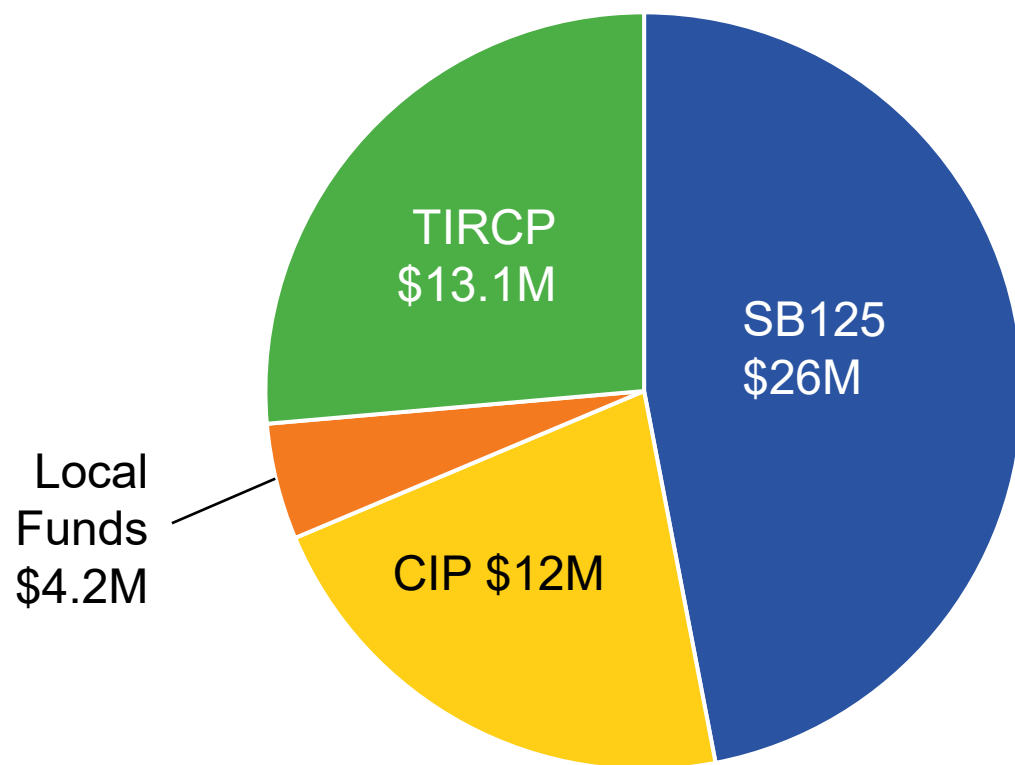
Project Funding

Funding Type	Total (\$M)
TIRCP Cycle 5 Funds	13.1
TIRCP Cycle 6 Funds	48.3
MTS CIP Local Funds	9.8
SB 125 Funds	26.0
Programmed Funds	97.2
Future CIP Local Funds	54.0
Estimated Total Budget	151.2

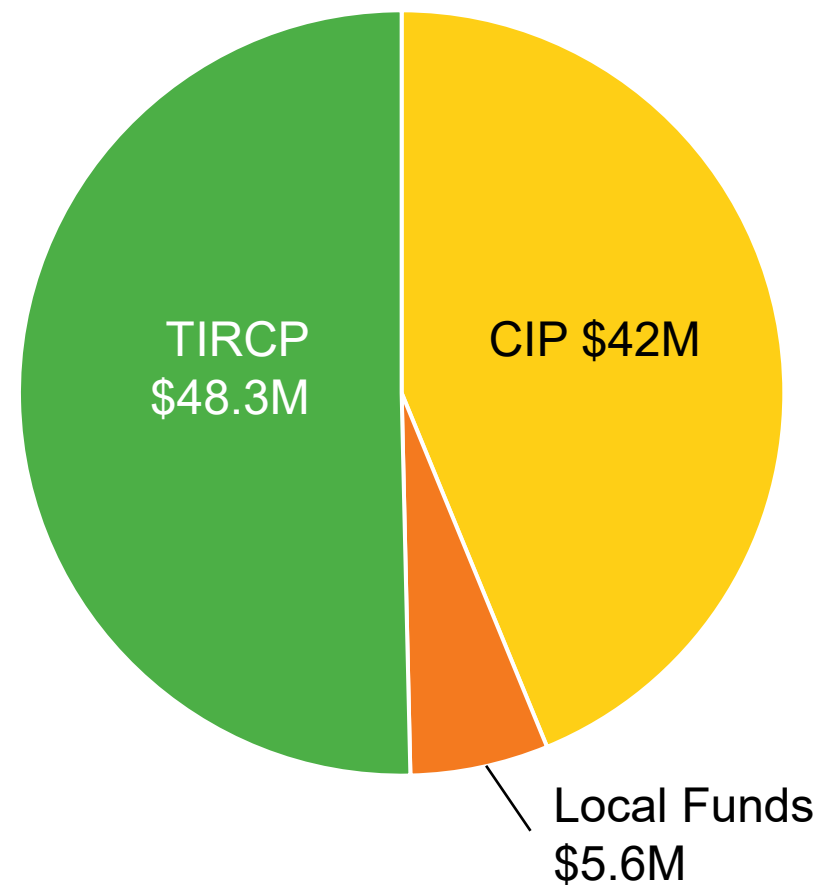


Project Funding by Phase

PHASE 1

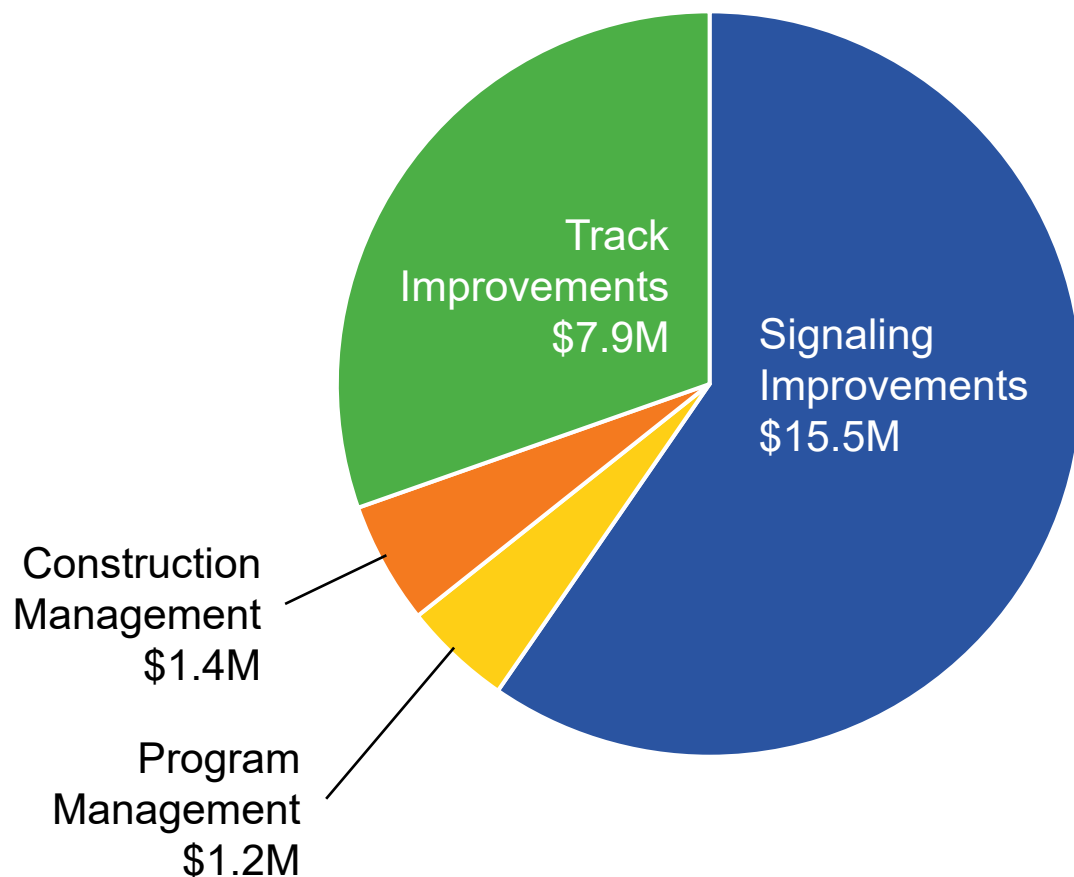


PHASE 2

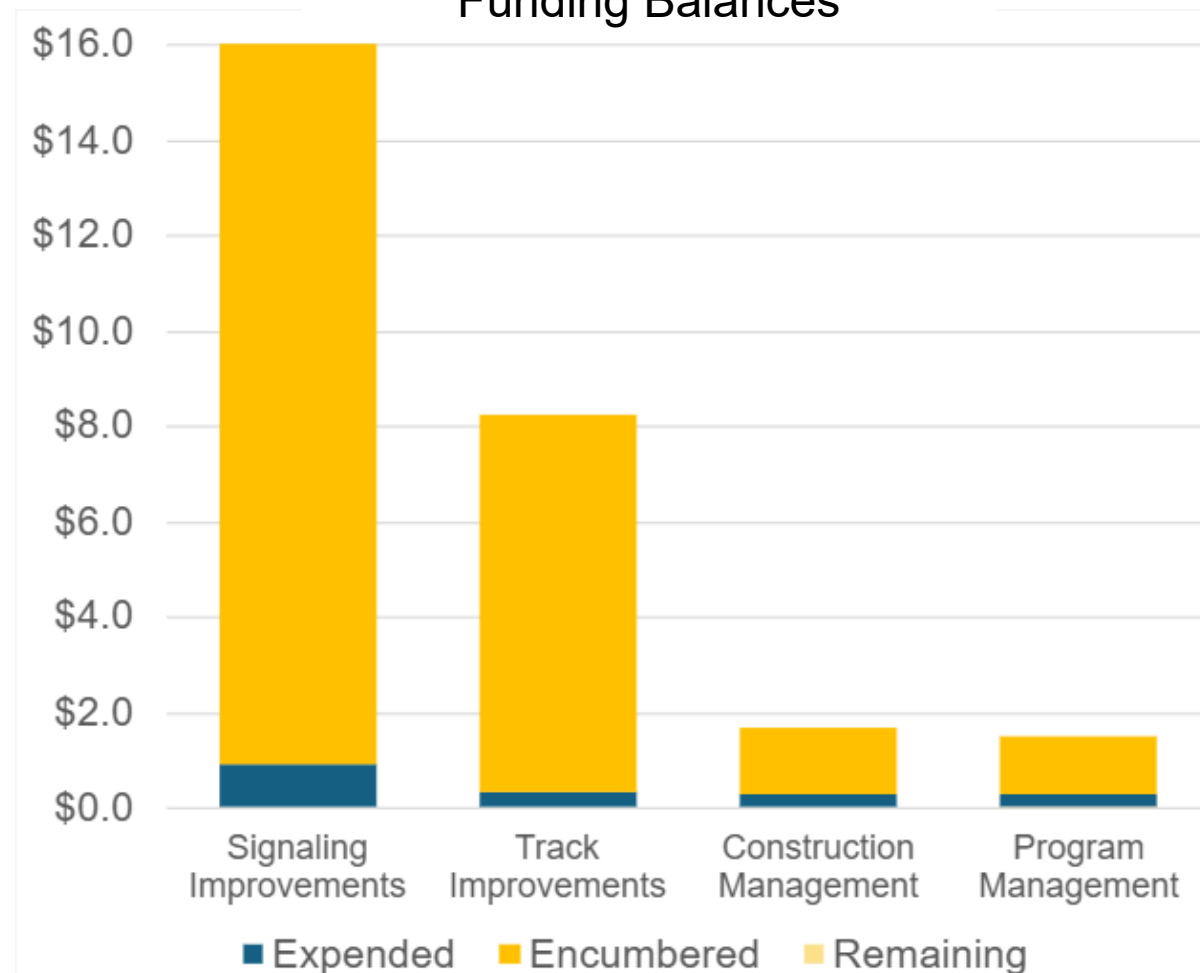


SB125 Funding – \$26M for Phase 1

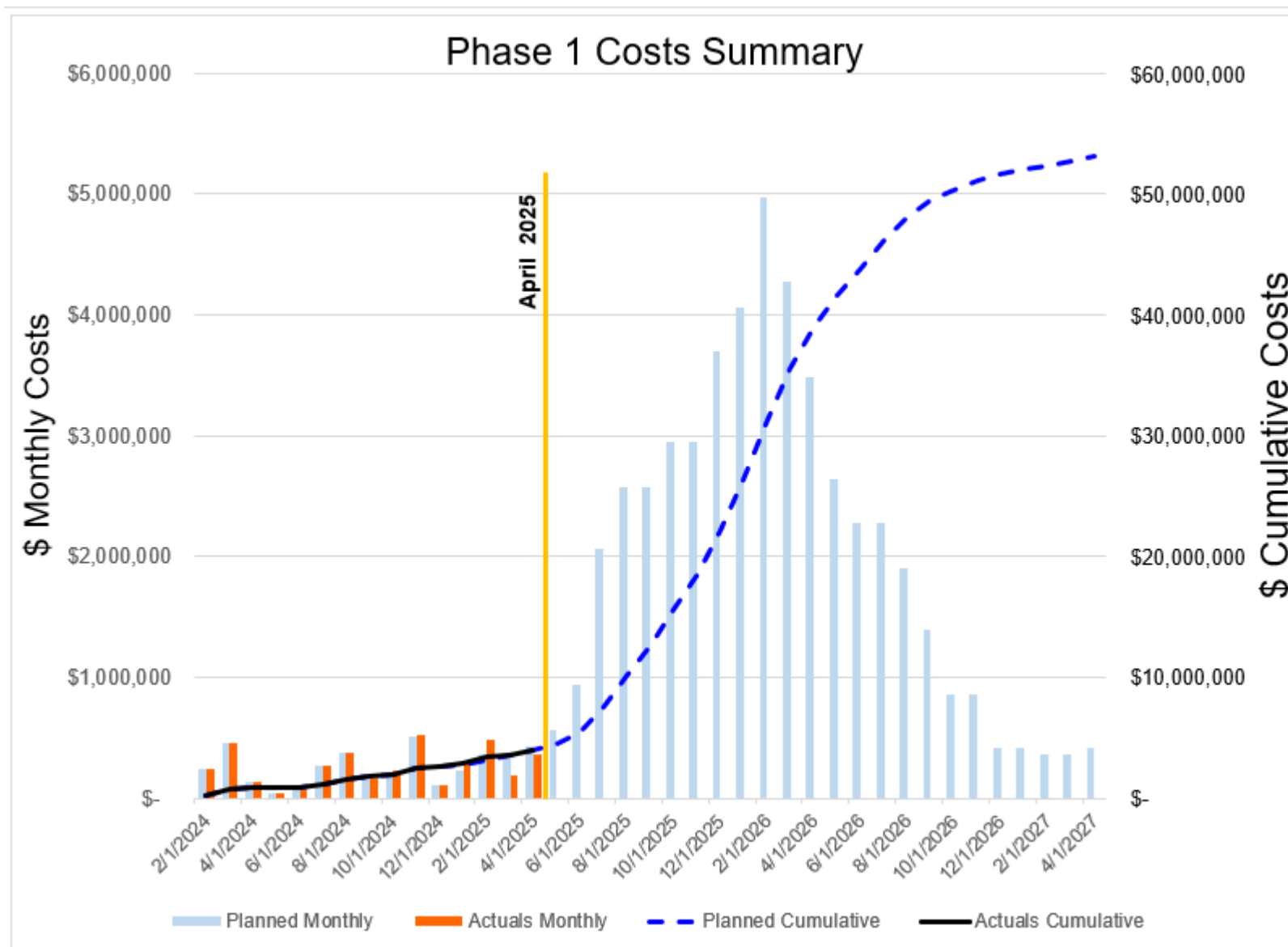
Funding Allocation



Funding Balances



Cost Controls Planned vs. Actual Tracking



Communications

- Communication Plan
- Messaging Platform/Stakeholders List
- Branding
- Materials
 - Webpage – Live
 - FAQ – Live
 - Fact sheet – Draft
 - E-newsletter template – Complete
 - Project overview video – In Development
 - Maps and visual aids – In Development



Two Primary Messages

- Project outcomes/highlighting benefits
 - Minimize delays
 - Improve schedule reliability
 - Replace aging infrastructure
 - Will allow faster speeds
 - Enhance the safety of the corridor
- What to expect during construction
 - 27 weekend closures over ~24 months
 - Call to action: Stay informed during these closures
 - Stress alternatives - a bus shuttle will still be servicing impacted stations
 - No extra cost to ride shuttle
 - Highlight specific weekends
 - No impact to bus service
 - No disruption to weekday service
 - Duration of construction activities

Ongoing and Weekend Closure Outreach Approach

- Monthly eblasts
 - Stakeholder inquiry response
 - Service disruption notification
 - Stakeholders
 - E-newsletter
 - Text message alerts
 - Social Media
- Passenger Support Representatives
 - Security Officers
 - Variable Message Signs
 - Banners/a-frames at Trolley stations
 - Ticket Vending Machines Signs



Orange Line Improvement Project Communications

Orange Line Improvement Project

Station Signs: Kiosk Panels

Lemon Grove Depot

CONSTRUCTION ALERT

ALERTA DE CONSTRUCCIÓN

Orange Line Trolley
Reduced Intermittent Schedule
Fall 2025 through Fall 2027

Orange Line Trolley
Horario reducido intermitente
Otoño de 2025 hasta otoño de 2027

For construction schedule:
Para conocer el calendario de construcción:
Visit/Visite: sdmts.com/rail-ready
Call/Llame: (619) 233-3004

Orange Line Improvement Project

Webpage

Orange Line Improvement Project Communications



Pre- and Kickoff Construction – Next Steps

- Pre-Construction Outreach
 - Webpage launch
 - Collateral development
 - Community presentations
 - Lunch & Learn webinars
- Construction Kickoff (August)
 - Community open houses
 - Household mailers
 - Stakeholder comms toolkit



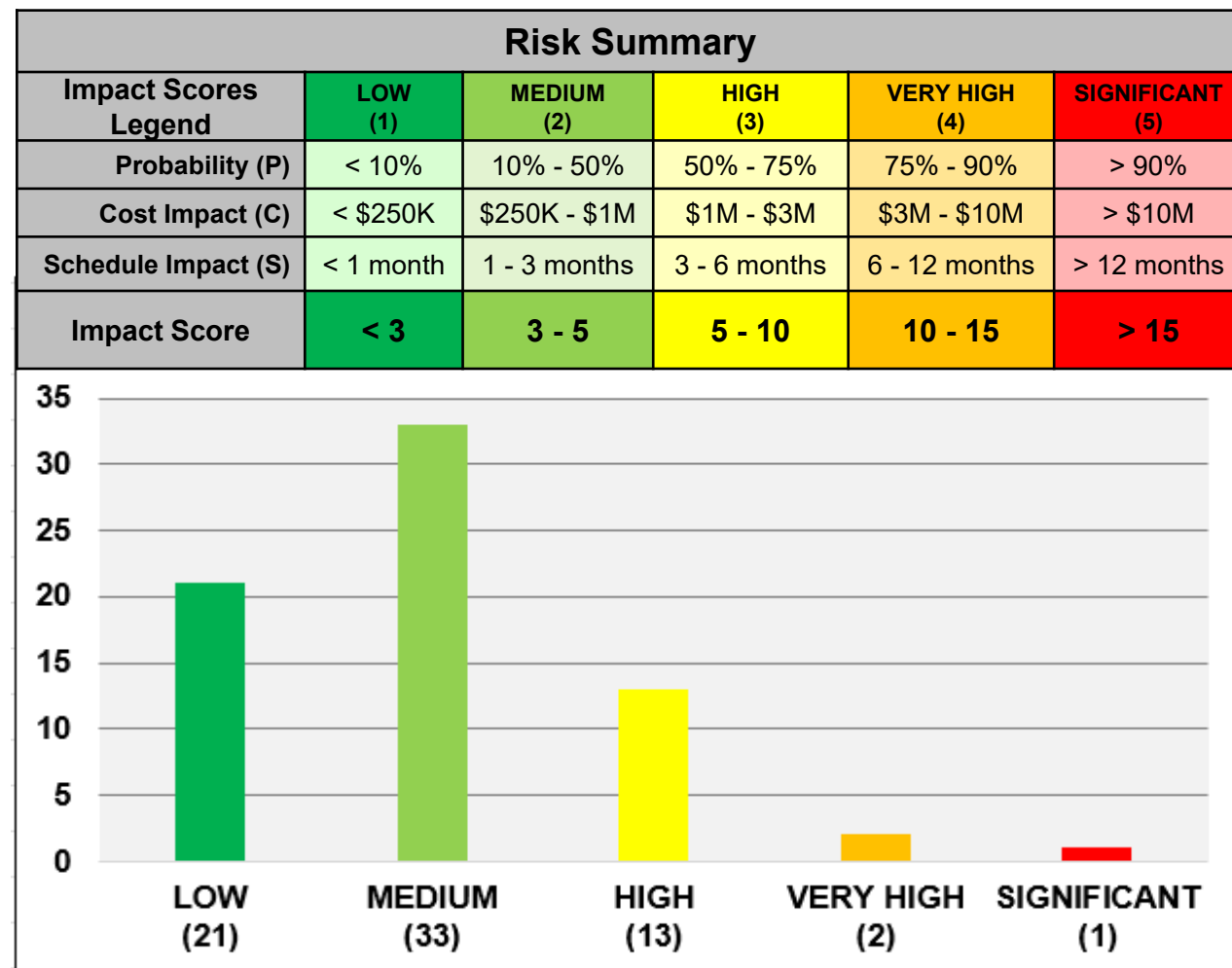
Risk Management

• Risk Updates

1. Completed Risk Surveys
2. Identified 70 Initial Risks
3. Developed Risk Register
4. Developed Risk Mitigation Actions

• Next Steps

1. Manage Risk Mitigation Actions
2. Quarterly Risk Register Updates



Top Risks

Risk ID	Risk Description	Risk Mitigation Actions	Impact Score
33	Potential sequencing conflicts between the activities of multiple work sites and contractors for Ph1 & Ph2.	<ul style="list-style-type: none"> Contractor to prepare work plans ahead of activities CM team review work plans for sequencing and potential conflicts Coordinate AWWs between Ph1 and Ph2 	16
6	Delays and cost increases in materials for Ph1 due to various market factors, including tariffs.	<ul style="list-style-type: none"> Contractor to advance letter of intents to expedite procurements MTS and CM Team to expedite Contractor submittal reviews 	11
67	Delays and cost increase in materials for Ph2 due to various market factors, including tariffs.	<ul style="list-style-type: none"> MTS procuring long-term and cost sensitive items in advance Designer and CM monitoring material cost trends for estimates 	11
34	Construction labor shortages.	<ul style="list-style-type: none"> Contractor to develop skilled labor plan Contractor to coordinate Project Labor Agreement 	9
35	Miscommunication between multiple teams and multiple work sites	<ul style="list-style-type: none"> MTS, CM, and Contractor to manage consistent communication Meeting notes to be recorded and distributed to all teams MTS will keep the contractor informed of adjacent work by others 	9
37	Construction cost increases due to market conditions exceeding contingencies.	<ul style="list-style-type: none"> Inform budget estimates and forecasts with market trends Include bid alternatives for potential scope deductions Perform value engineering to develop cost-effective alternatives 	9
74	Managing accurate records of multiple contractors, contracts, and phases for grant reimbursement.	<ul style="list-style-type: none"> CM to monitor Contractor records and perform regular audits Contractor to manage records with Procore software MTS and PMC to monitor records for grant compliance 	9

Other MTS Projects

- Adjacent Project Along the Orange Line:
 1. Orange Line Variable Message Sign (VMS) Replacements
 2. Baltimore Junction and Euclid Grade Study
 3. SELT Lighting



VMS Replacements

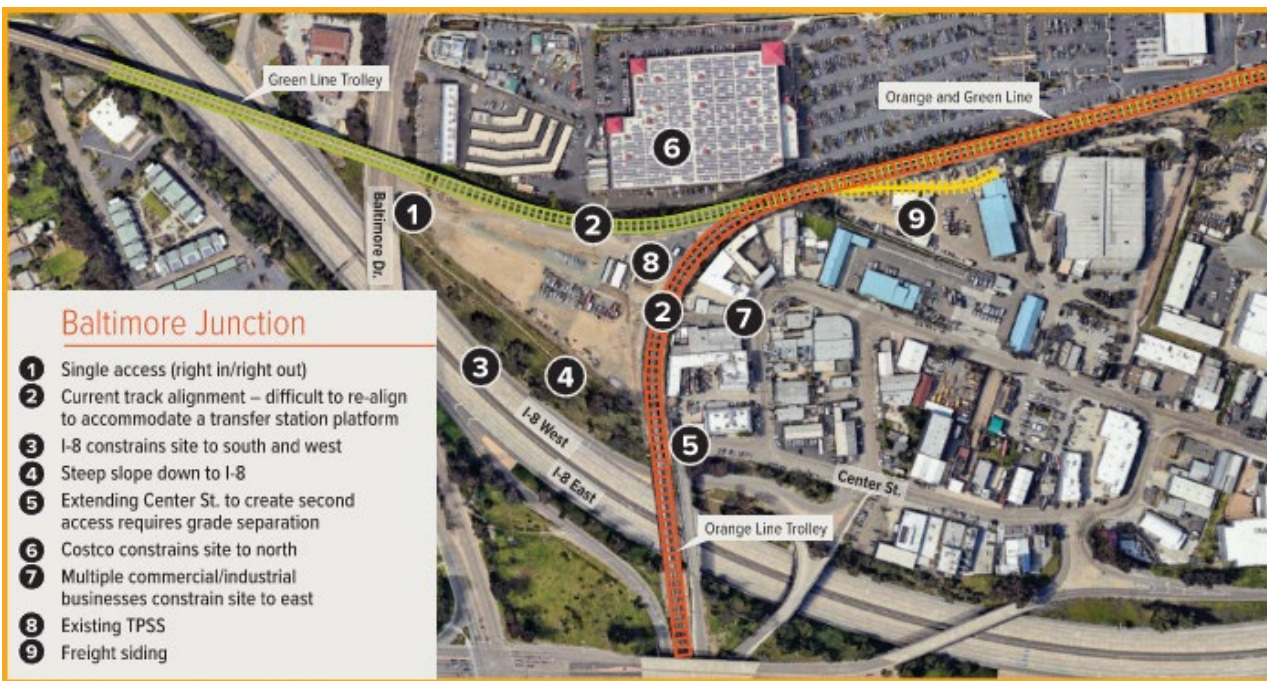
- Scope: Replacement of VMS signs on the Orange Line between Arnele Ave and the Courthouse Stations
- Status: Complete
- New signage installed throughout 12th and Imperial Transit Center including Green Line and Blue Line Stations



Baltimore Junction & Euclid Grade Study

- Scope: Project Study Reports (PSRs) evaluating
 - a) Additional Wye at Baltimore Junction
 - b) A potential grade separation at Euclid Avenue

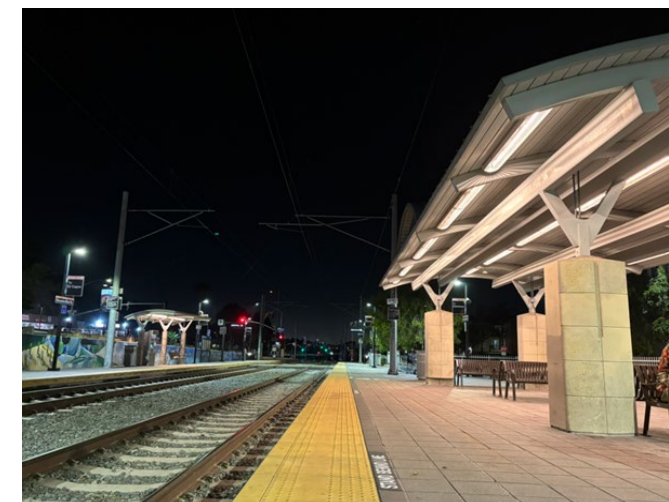
- Schedule:
 - Start Date: October 2024
 - Finish Date: August 2025
- Status: Data collection and Developing Alternatives
- Coordination Activities: Design workshops with Caltrans, municipalities, and other stakeholders



SELT Lighting

- Scope: Improving the lighting at 7 Trolley station platforms, shelters, and parking lots.
- Schedule:
 - Start Date: 3/31/25
 - Finish Date: 6/30/25
- Recent Activities:

	Station	Platform Lighting	Parking Lot Lighting
1	25th & Commercial	Complete	N/A
2	32nd & Commercial	Complete	N/A
3	47th St	Complete	In Progress
4	Euclid Ave	Complete	In Progress
5	Encanto/62nd St	Complete	In Progress
6	Massachusetts Ave	Complete	In Progress
7	Lemon Grove Depot	Complete	N/A



Next Steps

- Finalize Phase 2 Design
- Continue with Phase 2 Early Procurement
- Continue ROW Coordination
- Continue Schedule Refinements
- Continue Communication and Outreach
- Manage Risk Register

Questions/Comments?



Board of Directors Agenda

June 26, 2025 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 May 15, 2025 Board of Director meeting minutes.	Approve
4.	CEO Report	Informational
5.	Copley Park Division (CPD) Modular Building Replacement Design-Build Bridging Documents – Sole Source Work Order Amendment Action would 1. Ratify Sole Source Work Order WOA355-AE-44, under MTS Doc No. PWL355.0-22, with Psomas in the amount of \$123,205.20 for preliminary design services to generate program validation documents as part of the design-build bridging documents package for the replacement of the existing modular building at CPD; and 2. Authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-44.01 under MTS Doc No. PWL355.0-22, with Psomas, in the amount of \$357,356.64, to provide engineering design services to compile a complete package of design-build bridging documents for the replacement of the existing modular building at CPD and for preliminary submission to the City of San Diego for multi-disciplinary review and approval.	Approve
6.	Purchase of Class E Cutaway Vehicles – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. B0782.0-25, with Model 1 Commercial Vehicles, Inc. (formerly Creative Bus	Approve



Sales), for the purchase of three (3) Class E Gas Powered Cutaway Vehicles in the amount of \$845,161.05.

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

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM19.01 under MTS Doc. No. G2498.0-21, with Kleinfelder Construction Services, Inc. (KCS), in the amount of \$605,895.93 for additional construction management services for the Iris Rapid Transit Center East and Bus Stops Construction Project..
8. **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 approve Resolution No. 25-06, authorizing the use of and application for \$300,000.00 of FFY 2025 Section 5311(f) – Competitive funding for operating assistance in non-urbanized areas.
9. **California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal Year (FFY) 2025 Federal Transit Administration (FTA) Intercity Bus Program 5311(f) - Competitive Funding** Approve

Action would approve Resolution No. 25-06, authorizing the use of and application for \$300,000.00 of FFY 2025 Section 5311(f) – Competitive funding for operating assistance in non-urbanized areas.
10. **Darktrace Cybersecurity Software - Contract Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. G2386.0-20, with Darktrace Limited (Darktrace), for Cyber Security Software Licensing in the amount of \$283,426.00 for a 12-month contract time extension.
11. **Facility Roof Solar Assessments – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA356-AE-55 under MTS Doc No. PWL356.0-22 with Pacific Railway Enterprises, Inc. (PRE), Disadvantaged Business Enterprise (DBE), in the amount of \$219,161.44 to provide engineering services to assess the installing rooftop solar on MTS existing facilities.
12. **Operations Budget Status Report for April 2025 (Gordon Meyer)** Informational
13. **Beyer Boulevard Slope Improvement Construction Management (CM) and Inspection Services – Sole Source Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG438.0-25, with Accenture Infrastructure and Capital Projects, LLC ((Accenture); formerly Anser Advisory Management, LLC), for CM and inspection services for the Beyer Boulevard Slope Improvements Project in the amount of \$638,267.96.

14. **NetCloud License Renewal – Contract Award** Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3048.0-25, with GovSmart Inc., for the NetCloud License Renewals through July 10, 2028, for a total of \$682.876.92.
15. **S7 Replacement Design: 12th and Imperial and Blue Line Project – Funds Transfer** Approve
Action would authorize the transfer of Transportation Development Act (TDA) funding in the amount of \$2,500,000.00 from the Wheel Sensor Device (WSD) & SICAS S7 Replacement: Broadway Wye and India Crossover Project (CIP 2005114501) to the S7 Replacement Design: 12th and Imperial and Blue Line Project (CIP 2005118801).
16. **Bus Tire Lease and Services – Contract Award** Approve
Action would authorize the Chief Executive Officer (CEO) to 1. Execute MTS Doc. No. B0780.0-25 with Michelin North America, Inc. (Michelin) for Bus Tire Lease and Services for a five (5) year base period with two (2) 1-year options, and an estimated run-out period of up to three(3) years for a total of \$14,078,962.82; and 2. Exercise the option years at the CEO's discretion.
17. **UPS Maintenance Support Services – Sole Source Contract Award** Approve
Agenda Item will be provided prior to Board Meeting.
18. **The San Diego Metropolitan Transit System (MTS) Board Policy No. 13 Conflict of Interest Regarding Service Contracts – Policy Revision** Approve
Action would adopt the proposed revisions to MTS Board Policy No. 13 Conflict of Interest Regarding Service Contracts approve the appointment of Board Member Patricia Dillard as the Vice Chair for the Public Security Committee for 2025.
19. **Appointment of Vice Chair for 2025 Public Security Committee** Approve
Action would approve the appointment of Board Member Patricia Dillard as the Vice Chair for the Public Security Committee for 2025.
20. **Beyer Boulevard Trolley Station Transit-Oriented Development – Amendment to Disposition and Development Agreement (Karen Landers and Sean Myott)** Approve
Action would authorize the Chief Executive Officer (CEO) to 1. Execute an Amendment to the Disposition and Development Agreement (Amended DDA) with Beyer Family Housing L.P. for a Beyer Boulevard Trolley Station Transit Oriented Development Project, MTS Doc. No. G2589.1-22 and 2. Take all actions necessary to fulfill MTS's obligations under the Amended DDA, including, but not limited to, executing a Ground Lease and related regulatory agreements for each project phase.

21. **Donation of Buses That Have Reached its Useful Life to Los Angeles County Metropolitan Transportation Authority (LA METRO)** Approve
Agenda Item will be provided prior to Board Meeting.
22. **Disbursement of Chula Vista Billboard Reserve Fund – Fund Transfer** Approve
Action would approve the disbursement of \$2,700,000.00 to the City of Chula Vista for the Chula Vista Bayfront Shuttle Service (Shuttle) pursuant to the “Agreement Between the City of Chula Vista and the Metropolitan Transit Development Board for Continuation of the Chula Vista Billboard Reserve Fund and Expenditure of Revenues within the Fund” (Billboard Reserve Agreement) (MTDB Doc. No. S200-00-102).
23. **South Bay Maintenance Facility (SBMF) Zero Emission Bus (ZEB) Backup Power Project– Contract Award** Approve
Agenda Item will be provided prior to Board Meeting.

DISCUSSION ITEMS

24. **Board Policy 21 – Alcohol Advertising Pilot Update – (Mark Olson)** Informational
Agenda Item will be provided prior to Board Meeting.
25. **Transit Operations Insourcing Feasibility Study – Task 2 – Operational and Administrative Concept Plan (James Gerken and Russ Chisholm with Transportation Management Design (TMD), Inc. and Mike Daney)** Informational
Agenda Item will be provided prior to Board Meeting.
26. **Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments (Samantha Leslie)** Informational
Agenda Item will be provided prior to Board Meeting.
27. **ZEB Transition Plan Update (Mike Wygant)** Informational
Agenda Item will be provided prior to Board Meeting.

OTHER ITEMS

28. **Chair, Board Member and Chief Executive Officer’s (CEO’s) Communications**
29. **Remainder of Public Comments Not on The Agenda**
This item is a continuation of item No. 2 (Public Comment), in the event all speakers who request to comment on item No. 2 are not called. If all Public Comment is accepted during item No. 2, no additional public comment will be accepted under this item.
30. **Next Meeting Date**

The next Board of Director's meeting is scheduled for July 10, 2025 at 9:00am.

CLOSED SESSION

31. Public Comment for Closed Session

- 32. Closed Session - Public Employee Performance Evaluation/ Conference with Labor Negotiators – Chief Executive Officer Pursuant to California Government Code Sections 54957 and 54957.6;**
Agency-Designated Representative: Stephen Whitburn, Chair
Employee: Sharon Cooney, CEO

Possible
Action

33. Adjournment



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 4

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

June 26, 2025

SUBJECT:

Chief Executive Officer's (CEO) Report

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

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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





**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 5

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

June 26, 2025

SUBJECT:

**Copley Park Division (CPD) Modular Building Replacement Design-Build Bridging Documents –
Sole Source Work Order Amendment**

RECOMMENDATION:

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

- 1) Ratify Sole Source Work Order WOA355-AE-44, under MTS Doc No. PWL355.0-22 (Attachment A), with Psomas in the amount of \$123,205.20 for preliminary design services to generate program validation documents as part of the design-build bridging documents package for the replacement of the existing modular building at CPD; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-44.01 under MTS Doc No. PWL355.0-22 (in substantially the same format as Attachment B), with Psomas, in the amount of \$357,356.64, to provide engineering design services to compile a complete package of design-build bridging documents for the replacement of the existing modular building at CPD and for preliminary submission to the City of San Diego for multi-disciplinary review and approval.

Budget Impact

The total cost of this amendment is estimated to be \$357,356.64, and the total cost of the work order is \$480,561.84 (inclusive of this amendment). The project will be funded by Capital Improvement Project (CIP) account 1004124101 – CPD Modular Building Replacement Design.

DISCUSSION:

There is an existing modular building used for driver training at MTS's CPD that was installed over the old Miramar South Landfill. Since its installation, the building has experienced settling and damage over time caused by the landfill. Due to continuous maintenance costs, the existing building is not the best long-term location for the training. In addition to settlement under the building, several light poles are leaning, presumed due to settlement.



On June 15, 2023 (Agenda Item (AI) 12), the MTS Board of Directors approved work order WOA355-AE-16 with Psomas to conduct a planning study of the existing property to provide options for replacing the building in an alternate location, provide mapping of existing utilities at the site and a photometric study with light layout options to replace site lighting. From the results of the planning study, MTS staff selected a design option to pursue more in-depth.

The decision was made to eventually solicit the final design and construction of the modular building replacement as a design-build project. As part of the design-build process, a complete set of bridging documents is necessary to act as a program validation and a basis of design.

On February 7, 2025, under the authority delegated to the Chief Executive Officer under Board Policy 41 (Signature Authority), MTS executed a sole source work order WOA355-AE-44 with Psomas to build upon the work of the 2023 planning study and provide preliminary design services to generate program validation documents as part of the design-build bridging documents package for the future design-build replacement of the existing modular building present at CPD. The purpose of the program validation was to provide baseline design criteria for the generation of a complete set of bridging documents.

The work order WOA355-AE-44 was awarded as a sole source to Psomas based on the planning study work that was completed in 2023. Staff deemed it necessary to contract with Psomas for the preliminary design-build bridging documents because a new architectural and engineering consultant would be required to duplicate significant due diligence work already completed by Psomas as part of the planning study, including review of multiple community health and safety plans, as well as ongoing monitoring of site conditions during construction due to the site being partially located over the old Miramar South landfill and clay cap.

Today's proposed action would issue an amendment to the Psomas work order agreement to progress the design to a complete set of design-build bridging documents with preliminary submittal to the City of San Diego.

On November 12, 2024, Psomas submitted a proposal in the amount of \$517,201.04. Through negotiations, staff was able to reduce the fee by \$159,273.74, ~31% savings. Furthermore, this amendment reallocates \$35,845.30 in unspent funds from tasks 1 and 3 of the original Work Order to tasks 1 and 3 of the amendment. The total cost of Work Order WOA355-AE-44.01 is \$347,356.64. Based on the level of effort and classifications, Psomas' revised proposal was determined to be fair and reasonable. Psomas has designated subcontractors' Anil Verma, a Disadvantaged Business Enterprise (DBE) in the amount of \$279,195.20, and Coffman Engineers in the amount of \$29,062.88 for this Work Order Amendment No. 1.

Work Order and amendments are summarized below:

Work Order No	Purpose	Amount	Approval Date
WOA355-AE-44	Program validation and design criteria development	\$123,205.20	CEO Authority under Board Policy 41
WOA355-AE-44.01	Completion of full design-build bridging documents	\$357,356.64	Today's proposed action
Total		\$480,561.84	

Therefore, staff recommends the MTS Board of Directors:

- 1) Ratify Work Order WOA355-AE-44, under MTS Doc No. PWL355.0-22 (Attachment A), with Psomas in the amount of \$123,205.20 for preliminary design services to generate program validation documents as part of the design-build bridging documents package for the replacement of the existing modular building at CPD; and
- 2) Authorize the CEO to execute Work Order WOA355-AE-44.01 under MTS Doc No. PWL355.0-22 (in substantially the same format as Attachment B), with Psomas, in the amount of \$357,356.64, to provide engineering design services to compile a complete package of design-build bridging documents for the replacement of the existing modular building at CPD and for preliminary submission to the City of San Diego for multi-disciplinary review and approval.

/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 WOA355-AE-44
B. Draft Work Order Amendment WOA355-AE-44.01



**Metropolitan
Transit
System**

January 16, 2025

MTS Doc. No. PWL355.0-22
Work Order No. WOA355-AE-44

Mrs. Sarah Curran, PE
Vice President
Psomas
401 B Street, Suite 1600
San Diego, CA 92101

Dear Mrs. Curran:

**Subject: WORK ORDER WOA355-AE-44 TO MTS DOC. NO. PWL355.0-22, CPD MODULAR
BUILDING REPLACEMENT PHASE 1 - PROGRAM VALIDATION**

This letter shall serve as our agreement for Work Order WOA355-AE-44 to MTS Doc. No. PWL355.0-22, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Work Order shall provide design services for CPD Modular Building Replacement Phase 1 - Program Validation. Services shall be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

The Schedule for this Work Order shall be for a period of twelve (12) weeks from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount of \$123,205.20 (Attachment B). The Work Order amount shall not be exceeded, without prior authorization of MTS.



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

Sincerely,



Sharon Cooney
Chief Executive Officer

Accepted:



Sarah Curran, Vice President
Psomas

Date: February 7, 2025

Attachments: Attachment A, Scope of Services
Attachment B, Negotiated Fee Proposal

ATTACHMENT A
SCOPE OF SERVICES

TITLE: CPD Modular Building Replacement Phase 1 - **WOA #:** WOA355-AE-44
Program Validation

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) has selected Psomas to provide Consultant services for preparation of the Design Criteria package to support a design build bid for the modular building replacement at MTS’s Copley Park Division (referred to hereafter as “CPD”). The proposed infrastructure is the full demolition of the existing modular building, and the construction of a new two-story structure on the south elevation of the existing administrative building. The Modular Building Replacement design criteria is to be based on the CPD Modular Building Replacement Planning Study (Planning Study) dated 12/21/23. It is anticipated the project will include the following:

- A maximization of usable interior area in the allotted footprint of the building.
- Infrastructure and programming to exceed the existing space present in the existing modular building as approved as part of the Planning Study.
- Provide for implementation with minimal disruptions to current service.
- Located south of the existing administrative building and connected via a breezeway.
- Minimal impact to existing face of building.
- Elevator and stairs located off breezeway rather than interior of new structure.
- Demolition of the existing modular building to be replaced.
- Stormwater management
- EV Charging Stations as required to comply with 2022 CalGreen
- Provisions for rooftop mounted solar panels
- Maintenance of the existing clay cap over the landfill
- After occupancy of the new building, demolition of the existing modular building and replacement with pavement/additional parking
- Large interior light pole as well as new perimeter lighting to replace multiple leaning poles within the parking lot.

The scope of work related to the Consultant Team includes the following:

- Preparation of Aerial Topographic and Boundary Survey.
- Program validation for the proposed facility and existing site renovations. This includes site planning layout for preferred parking reconfiguration at the removed modular building, identification of utility points of connection and concept stormwater management analysis.

II. SCOPE OF WORK

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

TASK 1: PROJECT MANAGEMENT

1.1 Invoicing, Scheduling, Progress Report and Administration

Consultant shall provide project management services that will include monthly progress reports, invoicing and administration of the project. As part of this task the Consultant will be responsible to maintain schedule compliance of final deliverables for this task order. Work elements include:

- Provide project management services including the requirements for invoicing, scheduling, and monthly project progress reports.
- Develop and implement a project schedule to complete the Scope of Work and manage the project to eliminate or minimize supplemental agreements.
- Prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which charges have been made by the Consultant or sub-Consultants. The Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.

OUTPUT: *Monthly invoices, progress reports, schedule updates as needed*

1.2 Subconsultant oversight and submittal package assembly

Consultant shall provide subconsultant oversight to maintain progress towards each design milestone. This includes collection of deliverables from each subconsultant and assembly into the overall submittal package to MTS. It is assumed there will be a draft and final submittal of the Design Criteria Package to MTS including one review cycle.

1.3 Quality Assurance and Quality Control

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 each milestone submittal. All reviewed documents shall have a check box or signature indicating a review has been performed.

1.4 Meetings

Arrange and facilitate Project Development Team (PDT) meetings, interagency meetings, field reviews, and other project-related meetings. The purpose of these meetings will be to review project status to ensure that the contract objectives and milestones are being achieved. To supplement these meetings, we will maintain on-going communications with MTS and agencies identified in this scope. Progress meetings with MTS staff will be held at monthly intervals.

Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings. For the purposes of this proposal, we have budgeted for:

- 4 bi-weekly PDT meetings
- 2 meetings with the MTS Project Manager and PDT
- 4 additional meetings between MTS Project Manager and Psomas

OUTPUT: *Meeting agendas and minutes, action items list, and decision log.*

TASK 2: SURVEY

2.1 Boundary Survey and Easement Analysis

- Locate and confirm the boundary limits of both properties, as shown and identified as Parcels 2 & 3 of Parcel Map No. 17678.
- Delineate any plottable Easements that affect the subject property as disclosed in a Title Report for APN's 356-410-08-00 & 356-410-09-00 (obtained by Consultant).
- If any of the monuments are missing, Consultant will reset those corners with a monument stamped "LS 9425" and file a Corner Record with the County of San Diego, per Section 8771(b) of the Business and Professions Code. A copy of the finalized filed Corner Record will be provided upon completion. (Reference PROFESSIONAL LAND SURVEYORS' ACT Business and Professions Code §§ 8700 – 8805)

Assumptions:

- Properties are Parcels 2 & 3 of Parcel Map No. 17678
- Corner Record filing timing and finalization is dependent on County of San Diego and processing
- Does not include any conflict check or exhibit identifying any possible encroachments or boundary dispute analysis.
- If a Record of Survey is required on this project, a change order will be created and sent to client for review and acceptance. Consultant will update client(s) immediately upon knowledge of this requirement.

2.2 Aerial Topographic Survey

Topographic Mapping will be prepared at a 20-scale with 1-foot contours situated on NAD83 and sea level coordinate/vertical datums as determined by 3rd party digital imagery vendor geolocation algorithm. Location and elevations will not be rectified to municipal control of any kind.

Items to be plotted include:

- Existing building footprints
- Spot elevations in level areas
- Existing improvements (unless under cover/canopy)
- Trees by location of crown
- Existing visible surface utilities
- Signs / Poles
- Locate walks, curbs, gutter, and centerline along frontage
- Existing parking stripes

Deliverable will be signed PDF Exhibit, showing the Topographical Survey, Boundary Survey and Easement Analysis.

Includes .DWG deliverable of each file.

Assumptions:

- Site has free and non-restricted access on and around the site.
- Manholes and utilities are accessible and unlocked.
- Limits of topographical survey will be to exterior boundary line and extended from side lines of boundary to the centerline of Copley Park Place.

OUTPUT: Survey Exhibit in both .PDF and .DWG format

TASK 3: PROGRAM VALIDATION

The development of the Program Validation documents is to be based on the final conceptual plan developed as part of the Planning Study.

3.1 Data Collection and Review

- Collect relevant and available as-builts from MTS and outside agencies required for the design. This may include record structural documents for the existing administrative building and as built utility information from MTS and project adjacent utility purveyors.
- Consultant shall review and evaluate collected information for the proposed work area, including available information and MTS design guidelines, local jurisdiction requirements, ADA standards and other pertinent information that may apply.
- Conduct initial site visits with MTS for review of project, confirmation of existing conditions, and examine existing environment, structures, and facilities.
- Conduct a review of the CHSP (community health safety plan) and COP (continuing obligation plan) that are in place regarding this facility. MTS would like to avoid any new construction over old Miramar South Landfill areas that are marked as areas over garbage (reference attached CHSP and COP).
- Confirm with MTS the existing space needs for the administration, operational, bus maintenance, vehicle parking, and bus parking for incorporation into the Schematic Level (15%) Design Criteria Documents.

OUTPUT: Analysis Report

3.2 Existing Conditions Base Map

Consultant shall create an Existing Conditions Base Map using the aerial topographic survey and boundary developed in Task 2 supplemented with additional information collected as part of Task 3.1 above. This map will be located in real world coordinates and will include contours, structures, and available utility information.

OUTPUT: Existing Conditions Base Map

3.3 Program Validation

Consultant shall meet with MTS representatives to confirm project goals, system performance expectations and standards to be implemented. Consultant shall validate, develop, and refine the conceptual plans prepared as part of the Planning Study, prior to proceeding with the preparation of Design Criteria Documents. Work elements include:

3.3.1 User Group Meetings

The PDT including Psomas and Anil Verma & Associates (AVA) will attend two (2) User Group Meetings with MTS at the project site. During these meetings conceptual site plans and

floor plans will be reviewed with facility users to identify opportunities for refinement. Psomas and AVA shall prepare a revised site plan and floor plans for review and confirmation by MTS prior to proceeding with preparation of Schematic Level (15%) Design Criteria documents.

3.3.2 Utility Capacity Studies

Consultant will review available record drawings and utility surveys to confirm available onsite points of connection for domestic water, fire water, sanitary sewer and storm drain as well as the need for any new public or private fire hydrants to serve the proposed project.

- Determine existing and proposed building loads tributary to each onsite utility to confirm available capacity.
- MTS will provide flow and pressure tests as required.
- If existing onsite utilities are determined to have insufficient capacity to support the project, notify MTS and make recommendations for offsite connections. Designs, agency coordination and obtaining will serve letters for offsite connections are excluded from this scope of service.
- Determine conceptual layout of backbone civil utility infrastructure within the Project limits based on the above.
- Consultant shall determine code compliance as it relates to the existing fire service including both hydrants and access.
- Review the most recent site plan and utility information to determine site electrical load needs. Discuss with MTS staff, so critical information is carried forward. Existing as-builts provided by MTS are assumed to show size of the existing transformer and all existing loads on the existing transformer.

3.3.3 Conceptual Stormwater Management

Consultant shall provide concept recommendations for long-term post-construction Best Management Practices (BMPs) for managing storm water within the project limits in accordance with the most current City of San Diego regulations:

- Based on the conceptual site plan refined as part of this task, Consultant will identify the options for storm water treatment best management practices (BMPs). Options will be reviewed with MTS Project Manager to confirm preferred method of stormwater treatment.
- Consultant will prepare preliminary calculations to determine concept BMP sizing to confirm space requirements. Site plan will be refined to incorporate space within site program for selected stormwater management BMPs.

OUTPUT: MTS approved site plan and floor plans

III. PERIOD OF PERFORMANCE

This work order shall be for a period of 12 weeks from the date of the Notice to Proceed.

IV. DELIVERABLES

The schedule of deliverables is contingent upon receiving timely comments from the City of San Diego, MTS, and SDG&E.

1. Monthly Progress Reports
2. Meeting Minutes
3. Survey
4. Program Validation Site Plan and Floor Plans

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

Task	Begin/End Dates
Task 1: Project Management	NTP + 12 weeks
Task 2: Survey	NTP + 6 weeks
Task 3: Program Validation	NTP + 12 weeks

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Monthly Progress Reports	Monthly
Survey	NTP + 6 weeks
Program Validation Site Plan and Floor Plans	NTP + 12 weeks

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

- A. Project documentation and background reports from prior work efforts to be used as basis of design.
- B. MTS to provide any Geotechnical data/reports in their possession for use in design.
- C. Onsite fire flow and pressure tests
- D. MTS provided all available aerial and utility / ground survey and existing as-built documents of the CPD buildings on site as part of the previous Planning Study.
- E. CHSP (community health safety plan) and COP (continuing obligation plan)

VII. SPECIAL CONDITIONS

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

- A. The project delivery method will be using the design build approach.
- B. All deliverables will be provided in electronic format.
- C. All stated opinion of probable cost estimates primary characteristics based on the Association for the Advancement of Cost Engineering (AACE) classification definitions.
- D. Performance requirements to include request for design of solar / PV system.
- E. Existing gasoline and propane tanks could be relocated onto the east property to make room for the new space but needs Fire Dept. approval.
- F. Staff break area is currently under portable canopies in the southeast corner of the parking area of the west property. This could be relocated if needed.

VIII. MTS ACCEPTANCE OF SERVICES:

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

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

IX. DEFICIENT WORK PRODUCT

Throughout the construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient (i.e., not meeting the professional standard of care) and the 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.

X. DELIVERABLE REQUIREMENTS

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

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS.

Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS.

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

XI. PRICING

Except where otherwise noted herein, pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

XII. ADDITIONAL INFORMATION

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

Assumptions:

- Design Criteria Package prepared by Consultant as part of this work order will be used to support the overall design build bid package prepared by MTS.
- Proposal assumes all work to be wholly contained onsite and no provisions have been made for specification of criteria for offsite improvements. No new or replacement connections to public utilities are anticipated in this work.
- The governing code will be the 2021 IBC, 2022 CBC and related amendments.
- Conventional foundation system (spread footings at columns and continuous footings at bearing walls) is presumed to be adequate to support the proposed structure at the designated site.
- Existing structures will not require significant redesign.
- The new building/space shall be located west of the limits of the landfill limits.
- The new space needs to have at least the same square footage as the existing modular building. The existing building size is absolute minimum.
- Existing electrical infrastructure to remain in place when the modular building is removed for potential future use.
- For bus circulation use a 32' MTS bus as a template.

Exclusions:

- Schematic Level Design Criteria
- Design Development and Construction Documents
- CSI Specifications
- Mechanical Plans
- Facility Electrical Plans
- Plumbing Plans
- Fire Protection Plans
- Irrigation Plans
- Geotechnical Studies
- Value Engineering
- Agency Coordination
- Designs for improvements to existing buildings
- Designs for pre-manufactured trusses
- Shoring design
- Designs for curtain wall and exterior prefabricated systems
- Designs of non-bearing exterior metal stud framing
- Methane Barrier or venting designs

- Designs for offsite improvements including utilities
- Request and processing of utility will serve letters
- Geotechnical and Environmental consulting services
- Coordination with any agency for flight path design restrictions
- Preparation or processing of any plans or permits through any agency
- Construction staking
- Preparation of Hazardous Materials report
- Payment of any governmental fees, permits or assessments
- MTS or outside agency changes in program, schedule, Consultant team or redesign.
- Tenant Improvements
- Design Build Bidding and Construction Support
- Acoustical Engineering
- Tree report/arborist report
- CASp analysis and accessibility upgrades of existing facility NIC.
- Sustainability Certification Documentation
- Environmental Documentation
- Hydraulic analysis of existing facilities
- Services not described herein

XIII. PREVAILING WAGE

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

ATTACHMENT B
NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, Item 5, 06/26/2025

MTS Doc. No. **PWL355.0-22**

Work Order No. **WOA355-AE-44**

Attachment: **B**

Work Order Title: **CPD Modular Building Replacement Phase 1 - Program Validation**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management	185.0	\$35,577.30
2	Task 2	Survey	86.0	\$14,163.70
3	Task 3	Program Validation	413.0	\$73,464.20
4				
5				
6				
7				
8				
9				
10				
Totals =			684.0	\$123,205.20

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	473.0	79,243.4
x		x		Anil Verma	211.0	43,961.8
Totals =					684.0	\$123,205.20

Work Order Estimate
Summary

Att. A, Item 5, 06/26/2025

Total Hours =		473		Consultant/Subconsultant: PSOMAS/PSOMAS																	MTS Doc. No.: PWL355.0-22			
Total Costs =		\$79,243.44		Work Order Title: CPD Modular Building Replacement Phase 1 - Program Validation																	Work Order No.: WOA355-AE-44			
				Attachment: B																				
Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Technical Expert	Engineer - Principal	Engineer - Senior	Task Manager	Engineer - 3	Contract Manager	Planner - Senior	Engineer - 2	Archeo - Senior	CADD-Senior	Admin-3	Surveyor-Senior	Field Technician Senior	Field Technician 3	Field Technician 2	Project Manager	Surveyor 2	Surveyor 3	Technical Expert (survey)	Total Hours	Totals
			\$ 291.05	\$ 255.65	\$ 244.06	\$ 226.58	\$ 203.19	\$ 183.25	\$ 161.44	\$ 155.89	\$ 145.74	\$ 135.79	\$ 108.94	\$ 189.19	\$ 160.14	\$ 133.65	\$ 83.90	\$ 225.30	\$ 109.89	\$139.95	\$284.29			
1	Task 1	Project Management																						
	1.1 Invoicing, Scheduling, Progress Report and Administration			6					20					12									38	\$6,506.18
	1.2 Subconsultant oversight and submittal package assembly								20		10		10										40	\$6,581.80
	1.3 QA/QC					20			12		12												44	\$8,950.88
	1.4 Meetings (8 bi-weekly design team meetings, 4 MTS PM/PDT, 8			4	2				10		10												26	\$4,902.12
Subtotals (Hours) =		N/A		10	22				62		32		10	12									148	\$26,940.98
Subtotals (Costs) =				\$2,556.50	\$5,369.32				\$11,361.50		\$4,988.48		\$1,357.90	\$1,307.28									148	\$26,940.98
2	Task 2	Survey																						
	2.1 Boundary Survey and Easement Analysis	\$2,500.00													2					24			26	\$5,515.74
	2.2 Aerial Topographic Survey														2	16	16		2	8	16		60	\$8,647.94
Subtotals (Hours) =		N/A													4	16	16		2	32	16		86	\$14,163.68
Subtotals (Costs) =		\$2,500.00													\$756.76	\$2,562.24	\$2,138.40		\$450.60	\$3,516.48	\$2,239.20		86	\$14,163.68
3	Task 3	Schematic Level (15%) Design Criteria																						
	3.1 Data Collection and Review				2				8		4		16										30	\$4,750.32
	3.2 Existing Conditions Base Map				1				16		4		40										61	\$9,231.22
	3.3 Program Validation																							
	3.3.1 User Group Meetings								8		16		8										32	\$5,046.56
	3.3.2 Utility Capacity Studies								40		8		20										68	\$11,292.92
	3.3.3 Conceptual Stormwater Management								24		8		16										48	\$7,817.76
	Subtotals (Hours) =		N/A			3				96		40		100										239
Subtotals (Costs) =					\$732.18				\$17,592.00		\$6,235.60		\$13,579.00										239	\$38,138.78
Totals (Summary) =																							473	\$79,243.44
Total (Hours) =		N/A			10	25			158		72		110	12	4	16	16		2	32	16		473	
Total (Costs) =		\$2,500.00			\$2,556.50	\$6,101.50			\$28,953.50		\$11,224.08		\$14,936.90	\$1,307.28	\$756.76	\$2,562.24	\$2,138.40		\$450.60	\$3,516.48	\$2,239.20			\$79,243.44
Percentage of Total (Hours) =		N/A			2%	5%			33%		15%		0.23255814	0.02536998	0.00845666	0.03382664	0.03382664		0.00422833	0.06765328	0.033826638	100%		
Percentage of Total (Costs) =		3%			3%	8%			37%		14%		0.18849384	0.01649701	0.00954981	0.03233378	0.0269852		0.005686275	0.04437566	0.028257229		85%	

Work Order Estimate Summary

Att. A, Item 5, 06/26/2025

Consultant/ Subconsultant: **Psomas/Psomas**

Contract No: **PWL355.0-22**

Task Order No. **WOA355-AE-44**

Work Order Title: **CPD Modular Building Replacement Program Validation and Design Criteria Services**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Title Report	1				1	\$2,500.00						
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
						\$2,500.00							

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Title Report											1	\$2,500.00
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												\$2,500.00	

Work Order Estimate Summary

Att. A Item 5, 06/26/2025

Total Hours =		211		Consultant/Subconsultant: PSOMAS / ANIL VERMA AND ASSOCIATES																	MTS Doc. No. =SummaryG2	
Total Costs =		\$43,961.76		Work Order Title: CPD Modular Building Replacement Design Services																	Work Order No. =SummaryG3	
				Attachment: B																		

Work Order Estimate Summary

Att. A, Item 5, 06/26/2025

Consultant/ Subconsultant: **Psomas/AVA**

Contract No: **PWL355.0-22**

Task Order No. **WOA355-AE-44**

Work Order Title: **CPD Modular Building Replacement Program Validation and Design Criteria Services**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel / Mileage	Miles	\$0.67	1,000	\$670.00			500	\$335.00				
2	Reproductions	Allow	\$50.00					5	\$250.00				
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
								\$585.00					

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel / Mileage											1,500	\$1,005.00
2	Reproductions											5	\$250.00
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												\$1,255.00	



**Metropolitan
Transit
System**

June 26, 2025

MTS Doc. No. PWL355.0-22
Work Order No. WOA355-AE-44.01

Mrs. Sarah Curran, PE
Vice President
Psomas
401 B Street, Suite 1600
San Diego, CA 92101

Dear Mrs. Curran:

**Subject: AMENDMENT NO. 1 TO WORK ORDER WOA355-AE-44 TO MTS DOC. NO. PWL355.0-22,
CPD MODULAR BUILDING REPLACEMENT PHASE 2 – DESIGN CRITERIA DOCUMENT**

This letter shall serve as Amendment No. 1 to our agreement for Work Order WOA355-AE-44 to MTS Doc. No. PWL355.0-22, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Amendment shall provide design services for the development of the Design Criteria document for the CPD Modular Building Replacement project. Services shall be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

As a result of this Amendment, the Schedule for this Work Order shall be increased by twelve (12) weeks. The revised Schedule shall be for a period of twenty-four (24) weeks from the date of the Notice to Proceed.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$357,356.64. The revised Payment shall be based on actual costs in the amount of \$481,132.50 (Attachment B). The Work Order amount shall not be exceeded, without prior authorization of MTS.



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Sarah Curran, Vice President
Psomas

Date: _____

Attachments: Attachment A, Scope of Services
Attachment B, Negotiated Fee Proposal

ATTACHMENT A
SCOPE OF SERVICES

All contents of the Scope of Services below pertain exclusively to Amendment No. 1

TITLE: CPD Modular Building Replacement Phase 2 - **WOA #:** WOA355-AE-44.01
Design Criteria

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) has selected Psomas to provide Consultant services for preparation of the Design Criteria package to support a design build bid for the modular building replacement at MTS’s Copley Park Division (referred to hereafter as “CPD”). The proposed infrastructure is the full demolition of the existing modular building, and the construction of a new two-story structure on the south elevation of the existing administrative building. The Modular Building Replacement design criteria is to be based on the CPD Modular Building Replacement Planning Study (Planning Study) dated 12/21/23. It is anticipated the project will include the following:

- A maximization of usable interior area in the allotted footprint of the building.
- Infrastructure and programming to exceed the existing space present in the existing modular building as approved as part of the Planning Study.
- Provide for implementation with minimal disruptions to current service.
- Located south of the existing administrative building and connected via a breezeway.
- Minimal impact to existing face of building.
- Elevator and stairs located off breezeway rather than interior of new structure.
- Demolition of the existing modular building to be replaced.
- Stormwater management
- EV Charging Stations as required to comply with 2022 CalGreen
- Provisions for rooftop mounted solar panels
- Maintenance of the existing clay cap over the landfill
- After occupancy of the new building, demolition of the existing modular building and replacement with pavement/additional parking
- Large interior light pole as well as new perimeter lighting to replace multiple leaning poles within the parking lot.

The scope of work related to the Consultant Team includes the following:

- Refined site lighting concept design and electrical capability analysis
- Schematic Level (15%) Design Criteria for the proposed facility and existing site renovations including narratives, schematic level exhibits and development of performance requirements.
- Authority Having Jurisdiction (AHJ) outreach including City of San Diego, State Water Resources Control Board and
- Cost Estimating

II. SCOPE OF WORK

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

TASK 1: PROJECT MANAGEMENT

1.1 Invoicing, Scheduling, Progress Report and Administration

Consultant shall provide project management services that will include monthly progress reports, invoicing and administration of the project. As part of this task the Consultant will be responsible to maintain schedule compliance of final deliverables for this task order. Work elements include:

- Provide project management services including the requirements for invoicing, scheduling, and monthly project progress reports.
- Develop and implement a project schedule to complete the Scope of Work and manage the project to eliminate or minimize supplemental agreements.
- Prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which charges have been made by the Consultant or sub-Consultants. The Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.

OUTPUT: *Monthly invoices, progress reports, schedule updates as needed*

1.2 Subconsultant oversight and submittal package assembly

Consultant shall provide subconsultant oversight to maintain progress towards each design milestone. This includes collection of deliverables from each subconsultant and assembly into the overall submittal package to MTS. It is assumed there will be a draft and final submittal of the Design Criteria Package to MTS including one review cycle.

1.3 Quality Assurance and Quality Control

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 each milestone submittal. All reviewed documents shall have a check box or signature indicating a review has been performed.

1.4 Meetings

Arrange and facilitate Project Development Team (PDT) meetings, interagency meetings, field reviews, and other project-related meetings. The purpose of these meetings will be to review project status to ensure that the contract objectives and milestones are being achieved. To supplement these meetings, we will maintain on-going communications with MTS and agencies identified in this scope. Progress meetings with MTS staff will be held at monthly intervals.

Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings. For the purposes of this proposal, we have budgeted for:

- 4 bi-weekly PDT meetings
- 2 meetings with the MTS Project Manager and PDT
- 4 additional meetings between MTS Project Manager and Psomas

OUTPUT: *Meeting agendas and minutes, action items list, and decision log.*

TASK 2: SCHEMATIC LEVEL (15%) DESIGN CRITERIA

The development of the Design Criteria document to support a design build bid is to be based on the Program Validation documents developed during Phase 1 of this project.

2.1 Schematic Level (15%) Exhibits

Consultant shall develop and refine documents prepared as part of the Planning Study to a Schematic Level (15%) to be incorporated as exhibits into the overall Design Criteria Documents. Narratives will be provided as necessary to supplement exhibits and outline general design criteria to be used for future phases of development. Discipline specific elements include:

2.1.1 Architectural

Consultant will prepare Schematic Plan (15%) Drawings illustrating components of the Project including the size, scale, location, dimensions, and character of physical systems and equipment and will be in accordance with MTS standards, Title 24, and other applicable requirements. Consultant will develop the initial architectural styles for study by providing architectural plan and elevation sketches and comments to aid MTS staff to determine a style for the project. Through meetings in Task 1, the Consultant team will work with MTS to understand the site design objectives. Determine the constraints, opportunities, general capacities or optimum level of development.

Consultant shall prepare:

- Architectural Plans,
- Reflected Ceiling Plans
- Exterior Elevations and Facility Sections
- Architectural Renderings
- Preliminary Door and Window Schedules

2.1.2 Civil

Consultant shall develop and refine the site plan prepared as part of the program validation into a Schematic Level (15%) Site Plan for the site. Site plans shall be presented at a minimum 1"=40' scale. Efforts include adjustments to the concept site backgrounds in AutoCAD to align with the survey documents and existing conditions base map prepared above. This task will include a detailed and dimensioned layout for the ingress/egress, vehicular flow, proposed wet and dry utilities, grading, and future improvements for the proposed building site. Demolition and work associated with the site of the existing modular building will be covered in the narrative portion of the Design Criteria only. Consultant shall prepare the following exhibits for the proposed building site:

- Site Plan
- Civil utilities (sewer, water, storm drain) plan
- Paving, Grading and Drainage plan including stormwater management

2.1.3 Structural

Consultant shall:

- Establish structural design criteria
 - develop design criteria for equipment dead loads based on equipment data and design completed as part of this work phase as well as all occupancy

- loads.
- develop wind and seismic criteria based on local, state, and/or national codes.
- Make recommendations for the basic structural systems
- Prepare framing concepts

2.1.4 Mechanical – concept exhibits are excluded. Concept intent to be provided to estimator for purposes of developing a rough order of magnitude estimate.

2.1.5 Electrical

The focus of the electrical engineering scope of work is to develop the design concepts at a sufficient level of detail to develop rough order of magnitude cost estimates. Consultant will prepare electrical analysis and design.

- Conduct site review to understand electrical project needs.
- Estimate power loads and equipment sizing.
- Provide switchboard, power breakers and lighting panels to accommodate loads.
- Provide coordination with required utility companies to assist with identifying any additional upgrades or service necessary to supply the project site related to Consultant's scope such as SDG&E for site electrical needs. Final application and drawings for procuring new electrical services not included and to be deferred to the design build phase.
- Consultant shall evaluate electrical system requirements including standby or emergency power; provisions for future electrical loads, provisions for voice/data communication systems, and wireless communication.
- Consultant shall work with structural designers to develop a complete design for both retrofitting existing perimeter lighting poles, as well as a single large interior lighting pole in accordance with the proposed design from the previously completed planning study.

2.1.6 Plumbing – concept exhibits are excluded and are deferred to the Design Build phase. Concept intent to be provided to architect to accommodate space needs, utility service needs, and to be provided to estimator for purposes of developing a rough order of magnitude estimate.

2.1.7 Landscape/Irrigation – Consultant shall prepare preliminary landscape plans for the project site and will work with MTS Landscape/Maintenance staff in order to provide a preliminary design that meets MTS's requirements.

- Preliminary Hardscape Design Intent Plans
- Preliminary Planting Legend, Tree Plan, and Planting Intent Plan
- Location of Irrigation Point of Connection and Preliminary Water Needs.

Concept intent to be provided to estimator for purposes of developing a rough order of magnitude estimate.

2.1.8 Lighting

Consultant shall prepare:

- refined site lighting plan based upon preferred scheme and refined site plan
- product cutsheets and
- updated site photometrics
- Interior lighting criteria.

Facility lighting plans are excluded and are deferred to the Design Build phase. Concept intent to

be provided to architect to accommodate layout needs, power needs, and to estimator for purposes of developing a rough order of magnitude estimate.

2.1.9 Fire Protection – concept exhibits are excluded, and design plans are deferred to the Design Build phase. Concept intent to be provided to architect to accommodate space needs, to civil for utility needs, and to estimator for purposes of developing a rough order of magnitude estimate.

2.2 General Performance Requirements

General performance requirements shall be developed to define the desired outcomes and performance criteria of the product. Major components to be highlighted for the design builder and identify the general quality of the product.

2.3 Construction Cost Estimates

Provide updated quantities and cost for the electrical, civil, structural, fire protection, and equipment components. This task includes generating new quantity takeoffs based on the more detailed concept design from all the disciplines. Produce Class 3 Opinion of Probable cost.

OUTPUT: Class 3 Opinion of Probable Cost

2.4 Design Criteria Package

Consultant will provide written programming and criteria of the explicit guidelines and requirements the project must meet to support a design build bid. Exhibits, narratives and performance requirements prepared above shall be incorporated into overall deliverable. Greenbook Standards and Specifications shall be referenced. A draft Design Criteria package will be prepared by Consultant for MTS & Stakeholder review and approval prior to final Design Criteria package submittal. Exhibits are to be developed on AutoCAD Version 2022 or equivalent and documents shall be prepared utilizing the Microsoft Office Suite (i.e. “Word,” “Excel,” “PowerPoint,” and “Project.”)

OUTPUT: Draft and Final Design Criteria Package

TASK 3: AHJ Outreach

Consultant will contact the following agencies:

3.1 City of San Diego

Consultant will prepare and submit a Multiple Discipline Preliminary Review Application to the City of San Diego Development Services Department and attend as many as one (1) follow up meeting to discuss their initial review and preparation of associated meeting minutes. Findings of the preliminary review will be incorporated into the criteria document.

3.2 Regional Water Quality Control Board (RWQCB)

Consultant will meet with the RWQCB to discuss the improvements relative to the capped landfill and prepare associated meeting minutes. Findings of the discussion will be incorporated into the criteria document.

III. PERIOD OF PERFORMANCE

This work order shall be for a period of 12 weeks from the date of the Notice to Proceed.

IV. DELIVERABLES

The schedule of deliverables is contingent upon receiving timely comments from the City of San Diego, MTS, and SDG&E.

1. Monthly Progress Reports
2. Meeting Minutes
3. Design Criteria Package
4. Opinion of Probable Cost

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

Task	Begin/End Dates
Task 1: Project Management	NTP + 12 weeks
Task 2: Schematic Level (15%) Design Criteria	NTP + 12 weeks

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Monthly Progress Reports	Monthly
Draft Design Criteria Package	NTP + 8 weeks
MTS Returned Comments	NTP + 10 weeks
Final Design Criteria Package	NTP + 12 weeks

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

- A. Project documentation and background reports from prior work efforts to be used as basis of design.
- B. MTS to provide any Geotechnical data/reports in their possession for use in design.
- C. Onsite fire flow and pressure tests
- D. MTS provided all available aerial and utility / ground survey and existing as-built documents of the CPD buildings on site as part of the previous Planning Study.
- E. CHSP (community health safety plan) and COP (continuing obligation plan)

VII. SPECIAL CONDITIONS

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

- A. The project delivery method will be using the design build approach.
- B. All deliverables will be provided in electronic format.
- C. All stated opinion of probable cost estimates primary characteristics based on the Association for the Advancement of Cost Engineering (AACE) classification definitions.
- D. Performance requirements to include request for design of solar / PV system.
- E. Existing gasoline and propane tanks could be relocated onto the east property to make room for the new space but needs Fire Dept. approval.
- F. Staff break area is currently under portable canopies in the southeast corner of the parking area of the west property. This could be relocated if needed.

XII. ADDITIONAL INFORMATION

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

Assumptions:

- Design Criteria Package prepared by Consultant as part of this work order will be used to support the overall design build bid package prepared by MTS.
- Proposal assumes all work to be wholly contained onsite and no provisions have been made for specification of criteria for offsite improvements. No new or replacement connections to public utilities are anticipated in this work.
- The governing code will be the 2021 IBC, 2022 CBC and related amendments.
- Conventional foundation system (spread footings at columns and continuous footings at bearing walls) is presumed to be adequate to support the proposed structure at the designated site.
- Existing structures will not require significant redesign.
- The new building/space shall be located west of the limits of the landfill limits.
- The new space needs to have at least the same square footage as the existing modular building. The existing building size is absolute minimum.
- Existing electrical infrastructure to remain in place when the modular building is removed for potential future use.
- For bus circulation use a 32' MTS bus as a template.

Exclusions:

- Design Development and Construction Documents
- CSI Specifications
- Mechanical Plans
- Facility Electrical Plans
- Plumbing Plans
- Fire Protection Plans
- Irrigation Plans
- Geotechnical Studies
- Value Engineering
- Agency Coordination
- Designs for improvements to existing buildings
- Designs for pre-manufactured trusses
- Shoring design
- Designs for curtain wall and exterior prefabricated systems
- Designs of non-bearing exterior metal stud framing
- Methane Barrier or venting designs
- Designs for offsite improvements including utilities

- Request and processing of utility will serve letters
- Geotechnical and Environmental consulting services
- Coordination with any agency for flight path design restrictions
- Preparation or processing of any plans or permits through any agency
- Construction staking
- Preparation of Hazardous Materials report
- Payment of any governmental fees, permits or assessments
- MTS or outside agency changes in program, schedule, Consultant team or redesign.
- Tenant Improvements
- Design Build Bidding and Construction Support
- Acoustical Engineering
- Tree report/arborist report
- CASp analysis and accessibility upgrades of existing facility NIC.
- Sustainability Certification Documentation
- Environmental Documentation
- Hydraulic analysis of existing facilities
- Services not described herein

ATTACHMENT B
NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. B, Item 5, 06/26/2025

MTS Doc. No. **PWL355.0-22**
Work Order No. **WOA355-AE-44.01**
Attachment: **B**

Work Order Title: **CPD Modular Building Replacement Phase 2 - Design Criteria Document**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management	206.0	\$ 38,248.58
2	Task 2	Schematic Level (15%) Design Criteria	1,814.0	\$ 330,161.22
3	Task 3	AHJ Outreach	58.0	\$ 24,792.14
4		Reallocated from Phase 1, Task 1 to Phase 2, Task 3		\$ (14,000.00)
5		Rellocated from Phase 1, Task 3 to Phase 2, Task 3		\$ (10,845.30)
6		Reallocated from Phase 1, Task 1 to Phase 2, Task 1		\$ (4,000.00)
7		Rellocated from Phase 1, Task 3 to Phase 2, Task 1		\$ (7,000.00)
8				
9				
10				
Totals =			2,078.0	\$ 357,356.64

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	420.0	\$ 84,943.86
				Psomas - Reallocated from Phase 1		\$ (35,845.30)
x		x		Anil Verma	1,488.0	\$ 279,195.20
				Coffman	170.0	\$ 29,062.88

Totals = **2,078.0** **\$ 357,356.64**

Work Order Estimate Summary

Att. B, Item 5, 06/26/2025

Total Hours =		420		Consultant/Subconsultant: PSOMAS/PSOMAS			
Total Costs =		\$84,943.86		Work Order Title: CPD Modular Building Replacement Phase 2 - Design Criteria Document		Attachment: B	

Work Order Estimate Summary

Att. B, Item 5, 06/26/2025

Consultant/ Subconsultant: **Psomas/Psomas**

Work Order Title: **CPD Modular Building Replacement Program Validation and Design Criteria Services**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	City of San Diego Multi-Discipline Review							1	\$10,780.30				
2	City of San Diego Follow Up Meeting (budget)							1	\$1,500.00				
3													
4													
5													
6													
7													
8													
9													
10													
Subtotal =						Subtotal =		Subtotal =		Subtotal =		Subtotal =	
								Subtotal =		\$12,280.30			

TASKS/WBS (6-10)													
ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	City of San Diego Multi-Discipline Review											1	\$10,780.30
2	City of San Diego Follow Up Meeting (budget)											1	\$1,500.00
3													
4													
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$12,280.30	

Work Order Estimate Summary

Att. B, Item 5, 06/26/2025

Total Hours =	1,488
Total Costs =	\$279,195.20

Consultant/Subconsultant: PSOMAS / ANIL VERMA AND ASSOCIATES

Work Order Title: CPD Modular Building Replacement Design Services

Attachment: B

		ODCs (See Attachment)	Principal Architect	Architect - Senior (PM)	Architect-3 QA/QC	Architect - Senior (PM)	Architect-3 (Designer)	Planner-2 (Arch. CADD)	Architect - Senior (Landscape)	Planner-2 (Landscape)	Engineer- Senior (Mech)	Planner-2 (Plumbg)	Engineer- Senior (Elect)	Planner-2 (Electric)	Planner-2 (Fire Protect)	Planner-2 (MEP- CADD)	Planner- Senior (Estimator)	Planner-2 (Admin)				Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description																					
1	Task 1	Project Management																					
	1.1 Invoicing, Scheduling, Progress Report and Administration			2															6			8	\$1,392.94
	1.2 Subconsultant oversight and submittal package assembly																					4	\$912.20
	1.3 QA/QC			4			10				2		3		1							24	\$5,181.34
	1.4 Meetings (8 bi-weekly design team meetings, 4 MTS PM)			8																			
		Subtotals (Hours) =	N/A		14			10			2		3		1			6					36
						\$3,192.70			\$1,870.10		\$332.28		\$798.42		\$156.14			\$936.84				36	\$7,486.48
2	Task 2	Schematic Level (15%) Design Criteria																					
	2.1 Schematic Level (15%) Exhibits																						
	2.1.1 Architectural		2	4	16	20	280	240															
	2.1.2 Civil																						
	2.1.3 Structural																						
	2.1.4 Mechanical																						
	2.1.5 Electrical			2							20						40						
	2.1.6 Plumbing			4										28	24		64						
	2.1.7 Landscape/Irrigation			2									40				36						
	2.1.8 Lighting			2						12	30												
	2.1.9 Fire Protection			2													40						
	2.2 General Performance Requirements			4	80	20	20			16		20		24	20	12		40					
	2.3 Construction Cost Estimates										4												
	2.4 Design Criteria Package			6	20	12	100				10	16	10	16					40				
	Subtotals (Hours) =	N/A	2	28	116	52	400	240	28	44	56	50	88	92	12	180	40						
	Subtotals (Costs) =	\$959.64	\$6,385.40	\$21,693.16	\$11,858.60	\$74,804.00	\$37,473.60	\$6,385.40	\$6,870.16	\$14,903.84	\$7,807.00	\$23,420.32	\$14,364.88	\$1,873.68	\$28,105.20	\$9,601.20					1,428	\$266,506.08	
3	Task 3	AHJ Outreach																					
	City of San Diego						4					4	4	4		4						20	\$4,290.44
	RWQCB						4														4	\$912.20	
		Subtotals (Hours) =	N/A				8				4	4	4		4							24	\$5,202.64
		Subtotals (Costs) =					\$1,824.40				\$1,064.56	\$624.56	\$1,064.56		\$624.56							24	\$5,202.64
		Totals (Summary) =																					
	Total (Hours) =	N/A	2	42	116	60	410	240	28	44	62	54	95	92	17	180	40	6				60	\$12,689.12
	Total (Costs) =		\$959.64	\$9,578.10	\$21,693.16	\$13,683.00	\$76,674.10	\$37,473.60	\$6,385.40	\$6,870.16	\$16,500.68	\$8,431.56	\$25,283.30	\$14,364.88	\$2,654.38	\$28,105.20	\$9,601.20	\$936.84					
	Percentage of Total (Hours) =	N/A	0.13%	2.82%	7.80%	4.03%	27.55%	16.13%	1.88%	2.96%	4.17%	3.63%	6.38%	6.18%	1.14%	12.10%	0.02688172	0.0040323				100%	
	Percentage of Total (Costs) =		0.34%	3.43%	7.77%	4.90%	27.46%	13.42%	2.29%	2.46%	5.91%	3.02%	9.06%	5.15%	0.95%	10.07%	0.034388843	0.0033555					71%

Work Order Estimate Summary

Att. B, Item 5, 06/26/2025

Consultant/ Subconsultant: **Psomas/AVA**

Work Order Title: **CPD Modular Building Replacement Program Validation and Design Criteria Services**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
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 =

Work Order Estimate Summary

Att. B, Item 5, 06/26/2025

Total Hours =		170		Consultant/Subconsultant: PSOMAS/COFFMAN																		
Total Costs =		\$29,062.88		Work Order Title: CPD Modular Building Replacement Phase 2 - Design Criteria Document																	Attachment: B	

Work Order Estimate Summary

Att. B, Item 5, 06/26/2025

Consultant/ Subconsultant: **Psomas/Coffman**

Work Order Title: **CPD Modular Building Replacement Program Validation and Design Criteria Services**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
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 =	



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 6

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

June 26, 2025

SUBJECT:

Purchase of Class E Cutaway 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. B0782.0-25 (in substantially the same format as Attachment A), with Model 1 Commercial Vehicles, Inc. (formerly Creative Bus Sales), for the purchase of three (3) Class E Gas Powered Cutaway Vehicles in the amount of \$845,161.05.

Budget Impact

The total cost of this contract is estimated to be \$845,161.05, inclusive of all applicable taxes and fees. This project will be funded by the Capital Improvement Project (CIP) 100110101-ADA Bus Procurement.

DISCUSSION:

Rural bus service is classified as a lifeline service that connects rural communities with the San Diego urban areas. This service operates primarily within the vast rural areas of San Diego County, covering 3,240 square miles. The specific routes designated as rural lifeline service are Routes 888, 891, 892, using shorter cutaway vehicles (the type we are purchasing here), and 894, using 40-foot standard buses. Operation is limited to Monday through Friday, with no service on weekends or holidays.

The fleet for rural service consists of three gasoline-powered 33-foot cutaway vehicles and two 40-foot standard buses, all owned by MTS. Peak weekday requirements for these routes range from two to a maximum of five buses. Due to the geographical distances, buses are often parked overnight at off-site rural locations, including public works yards in Borrego Springs and Jacumba, as well as an enclosed lot at the historic Campo Depot, to help reduce deadhead miles back to the East County Division.

The existing fleet being used for Routes 888, 891 and 892 has reached the end of its useful life and needs to be replaced.

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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



FTA Circular 4220.1G, Chapter V, Section 4, encourages federal grant recipients to use state and local intergovernmental agreements for procurement of property and services. MTS staff identified an intergovernmental agreement that provides Class E cutaway 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.

CalACT negotiates the purchasing collective on behalf of multiple agencies and can obtain pricing that cannot be obtained through single-agency procurements. This pricing is in line with prior proposals from previous procurements for Class E cutaway vehicles. Therefore, staff deem the costs to be fair and reasonable.

Therefore, staff recommend that the MTS Board of Directors authorize the CEO to execute MTS Doc. B0782.0-25 (in substantially the same format as Attachment A), with Model 1 Commercial Vehicles, Inc. (formerly Creative Bus Sales), for the purchase of three (3) Class E Gas Powered Cutaway Vehicles in the amount of \$845,161.05.

/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. B0782.0-25
B. Cost Proposal B0782.0-25



**STANDARD AGREEMENT
FOR
MTS DOC. NO. B0782.0-25**

PURCHASE OF THREE (3) CLASS E GAS POWERED MINIBUSES

THIS AGREEMENT is entered into this _____ day of _____, 2025 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: <u>Model 1 Commercial Vehicles, Inc.</u>	Address: <u>9225 Priority Way West Drive Ste. 300</u>
	<u>Indianapolis</u> <u>IN</u> <u>46240</u>
Form of Business: <u>Corporation</u>	<u>City</u> <u>State</u> <u>Zip</u>
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>jspore@model1.com</u>
Telephone: <u>425-293-9495</u>	
Authorized person to sign contracts <u>Jason Spore</u>	<u>Transit Bid Manager</u>
<u>Name</u>	<u>Title</u>

Provide up to three (3) Class E Gas Powered Minibuses as specified in the proposal dated May 13, 2025 (attached as Exhibit A), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit B), and Signed Forms (Exhibit C).

The contract term is for one (1) year effective July 1, 2025 through June 30, 2026.

MTS and Contractor shall agree to production and delivery schedules in writing upon execution of the Contract.

Vehicles shall be delivered to: Metropolitan Transit System (MTS)
Imperial Avenue Division (IAD)
100 16TH Street
San Diego, CA 92101

The registered owner will be: San Diego Metropolitan Transit System (MTS)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$845,161.05, which includes tax, delivery, registration, and California tire fee.



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



Creative Bus Sales

14740 Ramona Avenue
Chino, CA 91710
888.633.8380



Creative Bus Sales

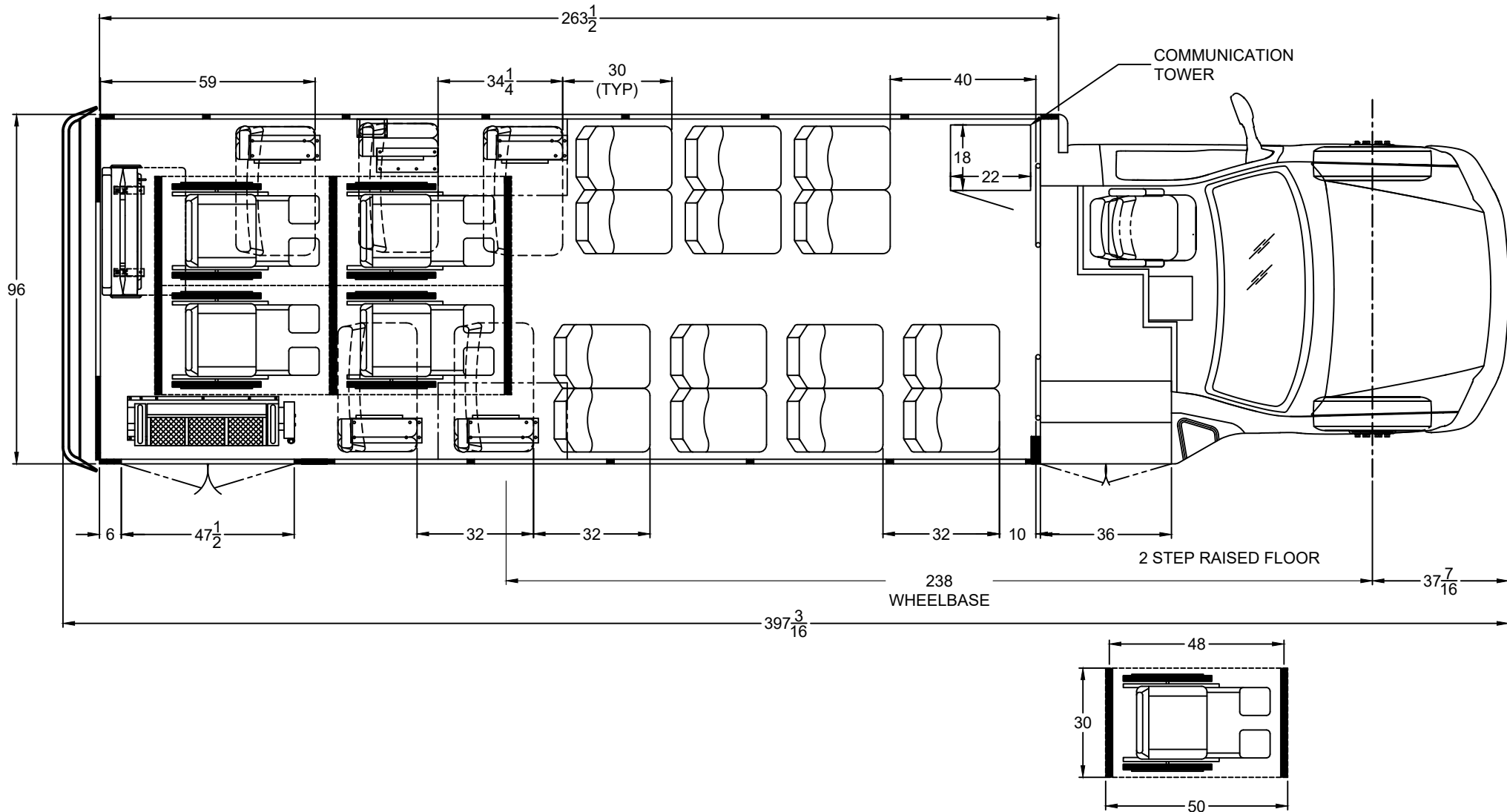
7471 Reese Road
Sacramento, CA 95828
888.633.8380

CalACT MBTA RFP #20-01 - Class E - Quote Sheet

Vehicle Type:	Class E - Starcraft Bus (Allstar XL)	Type of Lift:	<input checked="" type="checkbox"/> Braun	
Contact:	JESSICA DUARTE	Lift Location:	<input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear	
Agency:	SAN DIEGO MTS	Seat Material Level:	LEVEL 4 DOCKET 90	
Address:	100 16TH STREET	Seat Color:	WINE VINYL	
City, State, Zip:	SAN DIEGO, CA 92101	Flooring and Color:	ALTRO CHROMA TFCR27MTS GREY	
Phone:	619.595.4908	Salesperson:	STEVE CHUNG	
E-Mail:	JESSICA.DUARTE@SDMTS.COM	Salesperson Cell:	909.549.9398	
Delivery:	6 TO 9-MONTHS FROM RECEIPT OF ORDER	Salesperson E-Mail:	STEVEC@CREATIVEBUSSALES.COM	
Quantity:	Description	Price	Ext. Price	ADA
1	Starcraft Bus - Class E - (Ford F550) 32.5' - Gasoline	\$161,587.00	\$161,587.00	\$19,435.00
Published Options				
5	1 - Freedman Foldaway Seat (double)	\$2,256.00	\$11,280.00	\$11,280.00
1	2 - 34"-36" Freedman Flip Seat (featherweight)	\$1,820.00	\$1,820.00	\$1,820.00
10	9 - Credit for seat delete	-\$131.00	-\$1,310.00	
1	21 - Raised Flat Floor (No Wheelwells)	\$578.00	\$578.00	\$578.00
2	23 - Additional Mobility Aid position 8100's (w/tie downs and L Track)	\$768.00	\$1,536.00	\$1,536.00
2	26 - Qstraint Deluxe (8100) credit per set of 4	-\$109.00	-\$218.00	\$218.00
1	37 - Lift Pad Cover	\$327.00	\$327.00	\$327.00
1	42 - 2-Way radio prep	\$185.00	\$185.00	
1	43 - REI PA system (4 interior, 1 exterior ADA speaker)	\$501.00	\$501.00	\$501.00
1	58 - Telma Driveline Brake Retarder	\$12,753.00	\$12,753.00	
1	61 - Liquidspring Suspension	\$14,061.00	\$14,061.00	\$14,061.00
1	73 - Sportworks bike rack (Stainless 2 Bike) APEX/ W/FAT TIRE ADAPTORS FOR BOTH BIKE POSITIONS	\$3,586.00	\$3,586.00	
1	75 - Roof Vent (SafeFleet)	\$338.00	\$338.00	
1	76 - Rear Tow Hooks	\$169.00	\$169.00	
1	88 - Amerex Fire Suppression	\$3,439.00	\$3,439.00	
1	92 - Rear Backup Camera and Monitor	Standard	Standard	
1	113 - Delivery Zone 1	\$872.00	\$872.00	
1	120 - Diamond Farebox SV (2 vaults)	\$2,616.00	\$2,616.00	\$2,616.00
1	133 - Stop Request System (w/ sign)	\$877.00	\$877.00	\$877.00
Non-Published Options				
1	Chassis Keyed Alike	\$458.00	\$458.00	
3	Altro T36T Aluminum step edging w/yellow insert (Each)	\$55.00	\$55.00	
1	REDUCE TENSION ON ALTERNATOR POWER WIRES FROM EXTRA SUPPORT BASE	\$55.00	\$55.00	
1	ALIGN FRONT END OF BUS	\$0.00	\$0.00	
1	INTERIOR BUS NUMBERS CENTERED ON FRONT EDGE OF CELING	\$22.00	\$22.00	
1	FULL WIDTH DRIVER'S STORAGE COMPARTMENT LOCKED AND CARPETED	\$649.00	\$649.00	
1	EXHAUST TO EXIT STREETSIDE OF BUS TURNED DOWN 90 DEGREES FROM UNDERNEATH CHASSIS AND EXIT 6" OF BUMPER	\$556.00	\$556.00	
1	(2) MATCHING 750 CCA BATTERIES WITH MILITARY TERMINALS IN TRAY (NO BATTERY UNDER HOOD)	\$649.00	\$649.00	
1	BUS PAINT AND DECAL (VALSPAR #829r4072) TOYLAND RED	\$11,881.00	\$12,950.29	
1	CREDIT FOR TOOL BOX REMOVAL	-\$22.00	-\$22.00	
1	CREDIT FOR FIRST AID KIT AND BODY FLUID KIT	-\$55.00	-\$55.00	
1	LUMINATOR HORIZON SMT FRONT AND SIDE DESTINATION SIGNS	\$10,295.00	\$10,295.00	\$10,295.00
1	ADD SLACK TO MAIN POWER CABLE AT WHEELCHAIR BASE	\$55.00	\$55.00	

1	FLOW THROUGH GATOR VALVE CORE CAPS / NO VALVE EXTENSIONS	\$55.00	\$55.00	
3	Antenna gound plane w/conduit and pull cord	\$87.00	\$87.00	
1	Pre-wire, BAT/IGN/GND FRONT STORAGE WITH BUSS BAR	\$649.00	\$649.00	
1	Pre-wire, BAT/IGN/GND Behind Driver HD	\$322.00	\$322.00	
1	MOVE HEATERS FOR CAD / AVL INSTALLATION BY CUSTOMER	\$0.00	\$0.00	
1	REMOVE OEM STEREO	\$0.00	\$0.00	
1	LUMINATOR CAMERA SYSTEM PER ATTACHED SPECIFICATIONS	\$15,900.00	\$15,900.00	
1	COMM TOWER BEHIND DRIVER PER FLOOR PLAN	\$2,720.00	\$2,720.00	
1	WHITE PAINTED RIMS	\$382.00	\$382.00	
1	WATCH YOUR STEP SIGNAGE IN STEPS (NOT DECALS)	\$649.00	\$649.00	
1	RUBBER TIRE FLARES	\$431.00	\$431.00	
1	REMOVE BACK UP SENSORS IN REAR BUMPER	-\$218.00	-\$237.62	
1	WHEELCHAIR LOOP COMPARTMENT UNDER FLIP SEAT	\$600.00	\$600.00	\$600.00
<div> <div>Class E - Base Price</div> <div>Published Options</div> <div>Non-Published Options</div> <div>Total</div> <div>Doc Prep Fee</div> <div>The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options</div> <div>The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis</div> <div>San Diego*</div> </div>		Class E - Base Price	\$161,587.00	
		Published Options	\$53,410.00	
		Non-Published Options	\$47,224.67	
		Total	\$262,221.67	\$64,144.00
		Doc Prep Fee	\$85.00	
		Non-Taxable	\$64,144.00	
		Taxable Amount	\$199,162.67	
		Tax Total	\$15,435.11	7.750%
		Sub-Total	\$277,741.78	
		CalACT Fee	\$3,933.33	
		DMV E-File Fee:	\$33.00	
		DMV Fee	\$0.00	(Estimated)
		Tire Fee	\$12.25	
		Local Delivery	\$0.00	
		Total	\$281,720.35	
		Number of Units	3	
		Final Total	\$845,161.05	

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. Pricing is subject to change per CalACT MBTA Purchasing Cooperative contract guidelines.



NOTE: SHOWN WITH 3PT FREEDMAN SEATS.
 F-550 CHASSIS 96" WIDE
 19,500 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.

DEALER APPROVAL

☐ APPROVED

 CUSTOMER SIGNATURE

SCALE
 IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF FOREST RIVER BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO FOREST RIVER BUS, A DIVISION OF FOREST RIVER.

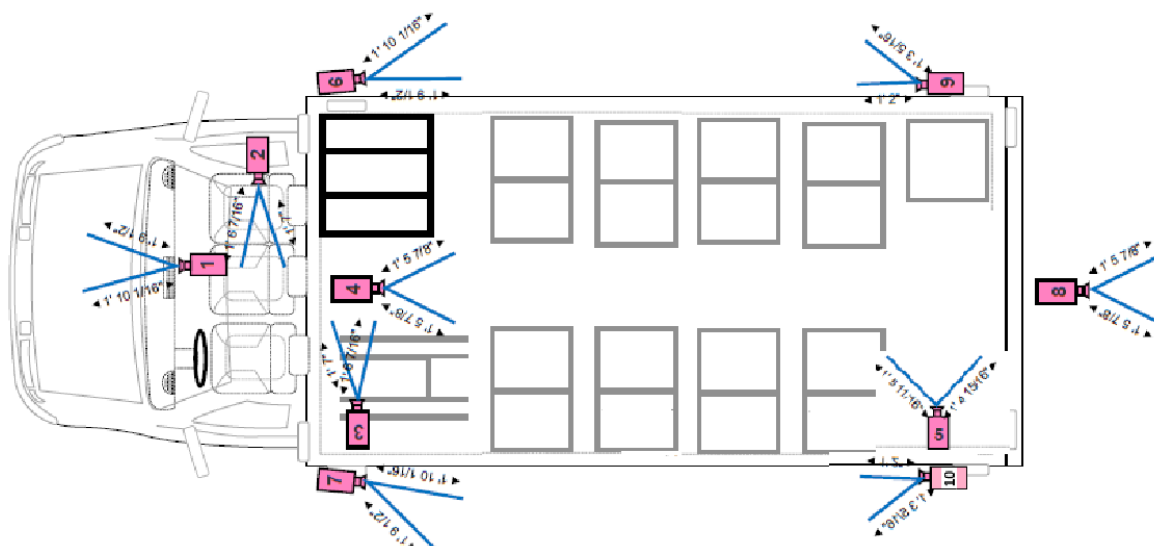
REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
LET.					

TOLERANCE UNLESS OTHERWISE SPECIFIED			TITLE: 14 4 WC 238" WB 264" BDY MODEL 33	
WOOD	OTHER		NAME: AHASHBERGER DATE: 05/15/25	
± 1/8"	± 1/16"			
± 1°	± 1/2°			
		FOREST RIVER BUS		
		DWG. No. 14 4 WC 5 DB FOLD1 DB FLIP 238 264-1 FRB		

LUMINATOR CAMERA SPECIFICATIONS

Line	Qty	Model	Description
Mobile Video Equipment			
Recorder			
1	1	RRP-MDVR-24	RoadRunner Pro MDVR 12-channel AHD + 12-channel IPC (PON power supply)
2	1	RRP-MDVRSSD4S	RoadRunner Pro Solid State Drive, 4TB
3	1	RRP-Event	ROADRUNNER PRO PANIC ALARM BUTTON
4	1	009-0544-020	ROADRUNNER PRO RS485 CABLE 20 FT
5	1	009-0541-020	ROADRUNNER PRO GPIO CABLE 20 FT
6	1	RRP-MDVRGPS	RoadRunner Pro GPS Antenna
7	1	RR-UPS-B2	Uninterruptible Power Supply with Battery
8	1	009-0336-003	UPS-B2 Power Cable to RR-PRO
Cameras			
9	1	RRP-IPC-FFC-4.0	IPC Forward Facing Camera, 4.0mm
10	4	RRP-AHD-IDC-2.1	AHD Internal Dome Camera, 2.1mm
11	4	RRP-AHD-CSC-2.8	AHD Curb Side Camera, 2.8mm
12	1	RRP-AHD-BUC-2.2	AHD Backup Camera, 2.2mm
Camera Cabling			
13	1	009-0553-010	AHD AHSL CAMERA CABLE, 10 FT
14	2	009-0553-025	AHD AHSL CAMERA CABLE, 25 FT
15	4	009-0553-035	AHD AHSL CAMERA CABLE, 35 FT
16	1	009-0552-020	IPC AHSL CAMERA CABLE, 20 FT
17	1	009-0600-035	AHD Rear Camera Cabling
18	1	009-0553-045	AHD AHSL CAMERA CABLE, 45 FT

CAMERA LAYOUT (NOT TO SCALE)





*Bus photo is not to exact specifications

Class E Standard Build Options

ALLSTAR XL F550 - 96" WIDE				
FORD F-550 19,500 GVWR 7.3L Prem Gas ENGINE				
Allstar XL 32 238" WB 264" Body 7.3L Prem Gas Includes 2nd Battery, Box & Tray	ST	93097		1
SPECIAL INSTRUCTIONS OR NOTES				1
SEE BOTTOM OF ORDER FRO WARRANTY				1
Dealer to Perform 4-Wheel Alignment in California				1
Dealer to Weigh Each Bus on California Certified Scale				1
No Tow Vehicle Allowed During Delivery				1
Use 250 lbs Per Wheelchair Position				1
Parts Manual with As-built Electrical Schematics				1
All Excessories Except Lights, WC Lift & Mobile Radio (If Equipped) Are Ignition Hot				1
Wiring Harnesses Supported Every 24" Maximum				1
No Butt Connectors Allowed				1
If Driver Switch Panel is on Engine Cover, Then a Quick Disconnect is Required				1
Fast Idle: 1500 RPM on Gas - Fast Idle to Engage if Voltage Drops Below 12.5 VDC or if				1
Install Dome Light With Every Row of Seats, Including WC Position, Must Meeting 8				1
Hip-To-Knee Spacing 27" Minimum				1
Seat Track Not Extend More than 6" Past Seats				1
Undercoat Metal Skirts				1
Ground to First Step Height Shall Not Exceed 12.5" Unloaded				1
304SS Required for Entry Grabs and Ceiling Grabs				1
Ceiling Grab Rails Require Formed Elbows - No End Caps				1
AC & Heater Hoses Supported Every 24" Minimum				1
Build Front Driver Storage Compartment as Large as Possible, For Storage of Tiedown				1
Install Toolbox Next to Lift if Space Allows				1
Convex Mirror Must Avoid Sun Visor and Overhead Door				1
Headlight Aiming Certificate - Ship with Bus				1
Water Test Certificate - Ship with Bus				1
Driveline Metal Guards for Each Section of Shaft				1
All Harnesses Secured to Frame at Maximum of 24"				1
P-Clamps Added as Deemed Necessary by MBTA Inspector				1
Batteries Must Be Same Type (No Mismatch) (1 In Tray - 1 Underhood)				1
Continuous Run Battery Cables				1
Slide Blocks To Hold Batteries In Place				1
Floor Track Will Not Be Installed in Any Area not Covered by a Fixed Seat				1
Operations Manual - Covering Conversion Features as Listed				1
Parts Book, Operating Instructions, Troubleshooting Guide, Inspection & Service Guide,				1
SPECIAL BUILD ORDER				1
Driver Entry Grab Steel Reinforced Plastic - Nutsert Install	ST	99		1
(3) GROUND WIRES TO BE ZERO OUGHT GAUGE, TO BE CONTINUOUS WITHOUT	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 THUMB	ST	99		1
Battery Tray: SS Tray & Slides Per Standard Options Below. Must Extend at Least 3"	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
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
Driver Area: Grey Padded Vinyl	05	STD		1
FRP on Ceiling, Grey	05	22000		1
FRP on Rearwall, Grey	05	22001		1
Cove Colored Flooring on Sidewall to Seat Track	05	22005		1
FLOORING				
Altro Meta Storm	05	22014		1
Yellow Step Nosing per Step	05	22016		4
Standard Floor 2 Step Entry with Extra Step Behind Driver (F550 only)	05	STD		1
CHASSIS				



HEAVY DUTY DRIVER RUNNING BOARD ** F-550 ONLY	05	22503		1
Romeo Rim Rear Bumper w/HawkEye RAS Installed	05	22035		1
Valve Stem Extender Inner Dual Rear Wheel, pair	05	22040		1
ENVIRONMENTAL CONTROL				
TRANS/AIR INTERNATIONAL A/C OPTIONS				
NOTE: CHECK THE CHASSIS/BODY COMBINATION FOR THE MODEL BEING ORDERED ABOVE FOR THE PROPER ENGINE KIT				
ENVIRONMENTAL CONTROL * NO TIE IN SYSTEMS ALLOWED BY INTERNATIONAL				
DOES THE ENGINE HAVE AN AIR PUMP? YOU MUST ENTER YES OR NO FOR PROPER ENGINE KIT!!!!				
TA SUPER 13 80K SYSTEMS 13 CID COMPRESSOR CHOOSE SINGLE TALL SKIRT OR ROOF MOUNT CONDENSER				
TA774C SUPER 13 TA77 EVAP SC4 TALL COND 13 CID COMP	05	22058		1
HEATERS				
Hot Water Heater, 65K BTU - Floor Mounted	05	20083		1
MISCELLANEOUS				
Silicone Heater Hose (for rear unit) w/full ring clamps	05	22076		1
ELECTRICAL				
Stainless Steel Battery Box & Tray	05	22089		1
Rotary Disconnect Switch	05	22092		1
Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	05	22101		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 (per NJ specs)	05	20139		1
INTERIOR LIGHTS				
Additional Interior Lights (LED If Option Selected) Each	05	8041		3
AUDIO / VISUAL				
FORD F550 OEM AM/FM RADIO W/AUX INPUT AND CLOCK (F550 RADIO CAN'T BE REMOVED) - ORDERED ON CHASSIS		NOTE		1
4 Speakers with Wire to Chassis OEM Radio (If Supplied)	05	20159		1
DOORS / HATCH / WINDOWS				
Required: please select one passenger door option.				
Passenger Door Electric (Standard)	05	STD		1
Passenger Door 36" (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				1
INTERIOR				
Driver Coat Hook	05	8769		1
LUGGAGE RACK / STORAGE				
Driver Storage in Cab Overhead with Lock	05	20192		1
PARATRANSIT OPTIONS				
Double W.C. Doors w/ Windows, LED Interior Lights, Leaf Spring, LED Exterior Lighting	05	20206		1
4" Grommet Mount LED is STD. Use Special Builds for Optional Choices				1
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?				1
Braun Century NCL917-2 800# Lift (33"x51")	05	8744		1
LIFT INTERLOCK				
Fast Idle w/Interlock - Intermotive GTWY508-F FORD F550 / F650 GAS	05	99		1
Q Straint W.C. Securement Kits, Accessories				
Q10007 - 4 QRT 360 Retractor Tie Down L track & Q8-6326-A1 Comb-Lap/Shldr	05	8826		2
Q5-7580-4 18" Blue Webbing Loops	05	20250		8
Q5-6327 84" Postural Belt with Padding - Black Webbing	05	20251		1
Q-Straint Belt Cutter (ship loose)	05	8179		1
SAFETY OPTIONS				
10 Lb Fire Extinguisher	05	8616		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" x 9"	05	20276		1
Red Light Over Emergency Exit Ea: ON: SIDE & REAR EGRESS WINDOWS	05	8155		5
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" Grab Rail Parallel to Entrance Steps (both sides)	05	8130		1			
Stanchion and Modesty Panel at Entry Door		STD		1			
Stanchion and Modesty Panel Behind Driver	05	20301		1			
Add Tinted Plexiglass Upper Panel	LOCATION:		05	8146		1	
SEATING - DRIVER						1	
FORD F-550 DRIVER SEATING						1	
Ford F-550 OEM Driver's Seat - Order On Chassis		NOTE				1	
SEATING - PASSENGER							
STD RIGID SEATS							
Mid High Double Seat	05	8067				12	
PASSENGER SEAT FABRICS							
EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER!!!!							
Seat Cover - Level 4 Ice Pinstripe; Mor-Care; Leathermate	05	2074				24	
SEAT OPTIONS							
Anti-Vandal Grab Handle, Black Ea on:	ALL SEATS EXCEPT AGAINST REAR WALL				05	2311	24
Black US Armrest - Each - on:	aisle				05	2077	12
Flame Block Material on Underside of Seat (each)	05	2884				24	
SEAT BELTS							
Seat Belt, Freedman USR Retractable (Per Person)	05	2282				24	
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



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 7

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

June 26, 2025

SUBJECT:

Iris Rapid Transit Center East and Bus Stops Construction Management Services (CM) – Work Order Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM19.01 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with Kleinfelder Construction Services, Inc. (KCS), in the amount of \$605,895.93 for additional construction management services for the Iris Rapid Transit Center East and Bus Stops Construction Project.

Budget Impact

The total cost of this amendment is estimated to be \$605,895.93, and the total contract cost is estimated to be \$1,506,406.06. The project is funded by the Capital Improvement Program (CIP) account 1009113001– Iris Rapid – Route & Stations Infrastructure and CIP account 1006114201 -Iris Rapid Transit Center East Island Modification.

DISCUSSION:

On April 25, 2024 (Agenda Item (AI) 13), the MTS Board approved a construction contract with Hazard Construction Engineering LLC (Hazard Construction) for the Iris Rapid Transit Center East and Bus Stops Construction. The construction consists of modifications to Iris Rapid Transit Center East bus bay, bus stop upgrades including shelters, benches, and Variable Message Signs (VMS), and a new traffic signal at 30th and Coronado to improve bus route efficiency. These improvements will support the Iris Rapid service, also known as Rapid Route 227, which started operating on October 15, 2023. The route operates at 7.5-min headways in the peak hours, with buses from the MTS South Bay Maintenance Facility (SBMF) on Main Street in Chula Vista.

In conjunction with the construction contract award, at the same meeting on April 25, 2024 (AI 15), the MTS Board of Directors authorized an agreement with KCS to provide construction management services for Iris Rapid Transit Center East and Bus Stops Construction Project. Construction management services are needed to assist MTS staff with the coordination,

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



control, and oversight of the project from beginning of the work through completion and closeout.

The Iris Rapid Transit Center East and Bus Stops Construction project is currently in construction and has experienced several delays including, but not limited to, manufacturer delays, design changes, and City requested construction changes that has pushed the completion date of the project. Today's proposed action would authorize additional funding to maintain sufficient construction management services throughout the expanded project timeline.

Under the proposed work order Amendment 1, KCS will continue to provide construction management services to augment MTS staff and provide oversight of the construction contractor. KCS will extend their construction management services as necessary to meet the revised completion date including resident engineering, field inspection, office engineering, project scheduling analysis, geotechnical testing and observations, hazardous materials testing, quality assurance source and field inspections to ensure the project is safely and successfully completed.

The Work Order and Amendment totals are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2498-CM19	Original Work Order for the Iris Rapid Route construction management services.	\$900,510.13	4/25/24 (AI 15)
WOA2498-CM19.01	Provide additional construction management services due to project delays.	\$605,895.93	Today's proposed action
TOTAL		\$1,506,406.06	

KCS' initial proposed amount for the additional services was \$699,696.57. Through negotiations, staff was able to reduce this amount by \$98,977.05, resulting in a ~14% savings to MTS. The final cost of WOA2498-CM19.01 is \$605,895.93. Based on the level of effort and proposed classifications, KCS' final cost proposal was determined to be fair and reasonable. As further described at Attachment A, KCS has designated the following subcontractors for this work order: CA Wehsener Engineering, a Small Business (SB) in the amount of \$33,643.68 and ZT Consulting, a SB, in the amount of \$5,979.86.

Therefore, staff recommend that the MTS Board authorize the CEO to execute Work Order No. WOA2498-CM19.01 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with KCS, in the amount of \$605,895.93 for additional construction management services for the Iris Rapid Transit Center East and Bus Stops Construction Project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order Amendment WOA2498-CM19.01



**Metropolitan
Transit
System**

June 26, 2025

MTS Doc. No. G2498.0-21
Work Order No. WOA2498-CM19.01

Marc McIntyre
Project/Task Order Manager
Kleinfelder Construction Services, Inc.
5761 Copley Drive Ste.100
San Diego, CA 92101

Dear Mr. McIntyre:

Subject: AMENDMENT NO. 1 TO WOA2498-CM19 TO MTS DOC. NO. G2498.0-21,
CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT FOR IRIS RAPID
TRANSIT CENTER EAST AND BUS STOPS PROJECT

This letter shall serve as Amendment No. 1 to our agreement WOA2498-CM19 to MTS Doc. No. G2498.0-21, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services as a result of this Amendment. This Amendment adds funds for construction management services for the Iris Rapid Transit Center East and Bus Stops project, in accordance.

SCHEDULE

As a result of this Amendment, the Schedule shall be increased by three hundred eleven (311) calendar days from the issuance of the Notice to Proceed to the construction contractor. The revised period of performance shall be for six hundred seventy-one (671) calendar days.

The Schedule shall follow contract PWB380.0-24, Iris Rapid Transit Center East and Bus Stops Construction with Hazard Construction Engineering, LLC.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$605,895.93 (Attachment A). The revised Payment shall be in the amount of \$1,506,406.06. Payment shall be based on actual costs and shall not be exceeded 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,

Accepted:

Sharon Cooney
Chief Executive Officer

Mark McIntyre, Project/Task Order Manager
Kleinfelder Construction Services, Inc.

Date:

Attachments: A, Negotiated Fee Proposal

ATTACHMENT A
NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, Item 7, 06/26/2025

MTS Doc. No. **G2498.0-21**

Work Order No. **WOA2498-CM19.01**

Attachment: **B**

Work Order Title: **Iris Rapid Bus Stops and Transit Center East
Construction Management Services**

Project No: **WOA2498-CM19.01**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	\$605,895.93

Totals = **\$605,895.93**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	PROJECT/WORK ORDER MANAGER		
2	2	PRE-CONSTRUCTION SERVICES		
3	3	CONSTRUCTION PHASE SERVICES	3,192	\$605,895.93

Totals = **3,192** **\$605,895.93**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Kleinfelder - Construction Services	2,971	\$566,272.39
			X	Kleinfelder		
		X		CA Wehsener Engineering	192.0	\$33,643.68
			X	ZT Consulting	28.9	\$5,979.86
			X	TRC Engineers		

Totals = **3,192** **\$605,895.93**

Work Order Estimate
Summary

Att. A, Item 7, 06/26/2025

			Consultant/Subconsultant: Kleinfelder Construction Services																	
Total Hours =			2,971																	
Total Costs =			\$566,272.39		Task Order Title: Iris Rapid Bus Stops and Transit Center East Construction Management Services															
Item	label	TASKS/WBS Description	ODCs	Hank Gentile	Michalle Beringhaus	Taylor Wilson	Crabtree, Rex	Gonzalez, Shannon	Mustafa, Hassan	Plotnikiewicz, Mark	Hank Gentile	Michalle Beringhaus	Taylor Wilson	Gonzalez, Shannon	Mustafa, Hassan	Plotnikiewicz, Mark	Total Hours	Totals		
				Contract Manager 24/25	Task Order Manager 24/25	Project Controls II 24/25	Inspector - PW Grp 2	Engineer II 24/25	Engineer, Supervising 24/25	Scheduler, Technical Expert 24/25	Contract Manager 25/26	Task Order Manager 25/26	Project Controls II 25/26	Engineer II 25/26	Engineer, Supervising 25/26	Scheduler, Technical Expert 25/26				
				\$303.24	\$223.14	\$108.19	\$182.35	\$156.20	\$247.93	\$240.78	\$315.97	\$232.51	\$112.73	\$162.76	\$258.35	\$250.89				
2.0	0270	Construction Management and Inspection Services																		
2.1.1	Resident Engineering								96							317	413	\$105,697.12		
2.1.2.1	Field Inspection services for the following construction disciplines: Civil					1480											1,480	\$269,878.00		
2.1.3	Office Engineering							160						918			1,078	\$174,405.68		
	Total ODCs for this task		\$16,291.59															\$16,291.59		
Subtotals (Hours) =			N/A			1480	160	96						918	317		2,971	\$566,272.39		
Subtotals (Costs) =			\$16,291.59			\$269,878.00	\$24,992.00	\$23,801.28						\$149,413.68	\$81,895.84		2,971	\$566,272.39		
Totals =																	2,971	\$566,272.39		
Totals (Summary) =						1,480	160	96						918	317		2,971	\$566,272.39		
Total (Hours) =			N/A			\$269,878.00	\$24,992.00	\$23,801.28						\$149,413.68	\$81,895.84					
Total (Costs) =			\$16,291.59																	
Percentage of Total (Hours) =			N/A			49.8%	5.4%	3.2%						30.9%	10.7%		100.0%			
Percentage of Total (Costs) =			2.9%			47.7%	4.4%	4.2%						26.4%	14.5%			100.0%		
Actual hours to be billed at SANDAG approved Master Billing Rates																				

**Work Order Estimate
Summary**

Att. A, Item 7, 06/26/2025

Consultant/ Subconsultant: **Kleinfelder Construction Services**

Task Order Title: **Iris Rapid Bus Stops and Transit Center East Construction Management Services**

TASKS (1-5)													
ODC Item	Description	Unit	Unit Cost	1		2		3		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle - Rex Crabtree, Hassan Mustafa	Hours/Total Working Hours Per Month	\$1,377.00			11.83	\$16,291.59						
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
Subtotal =						Subtotal =	\$16,291.59	Subtotal =			Subtotal =		

TASKS (6-10)													
ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle - Rex Crabtree, Hassan Mustafa											11.83	\$16,291.59
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
Totals =													\$16,291.59

NOTE: All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide. Monthly vehicle rates to be prorated by actual hours worked by employee assigned to vehicle.

Work Order Estimate Summary

Att. A, Item 7, 06/26/2025

Total Hours = 192
Total Costs = \$33,643.68

Consultant/Subconsultant: CA Wehsener Engineering
Task Order Title: Iris Rapid Bus Stops and Transit Center East Construction Manag

Item	label	TASKS/WBS Description	ODCs				Total Hours	Totals	Percent of Total	
			Wehsener, Chuck	Wehsener, Tom	Wehsener, Chuck	Wehsener, Tom			Hours	Costs
			Engineering, Supervisor 24/25	QA/QC Associate 24/25	Engineering, Supervisor 25/26	QA/QC Associate 25/26				
			\$239.26	\$168.84	\$249.31	\$175.93				
2.0	0270	Construction Management and Inspection Services								
2.1.2.2		Field Inspection services for the following construction disciplines: Electrical		20		172			192	\$33,643.68
		Total ODCs for this task								
		Subtotals (Hours) =	N/A	20		172			192	\$33,643.68
		Subtotals (Costs) =		\$3,376.80		\$30,266.88			192	\$33,643.68
									100.0%	100.0%
Totals =									192	\$33,643.68
Totals (Summary) =										
Total (Hours) =			N/A	20		172			192	\$33,643.68
Total (Costs) =				\$3,376.80		\$30,266.88				
Percentage of Total (Hours) =			N/A	10.4%		89.6%			100.0%	
Percentage of Total (Costs) =				10.0%		90.0%				100.0%
Actual hours to be billed at SANDAG approved Master Billing Rates										

**Work Order Estimate
Summary**

Att. A, Item 7, 06/26/2025

Consultant/ Subconsultant: **Kleinfelder, Inc.**

Task Order Title: **Iris Rapid Bus Stops and Transit Center East Construction Management Services**

TASKS (1-5)

ODC Item	Description	Unit	Unit Cost	1		2		3		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS (6-10)

ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

NOTE: All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide. Monthly vehicle rates to be prorated by actual hours worked by employee assigned to vehicle.

Work Order Estimate Summary

Att. A, Item 7, 06/26/2025

Total Hours = 29
Total Costs = \$5,979.86

Consultant/Subconsultant: ZT Consulting

Task Order Title: Iris Rapid Bus Stops and Transit Center East Construction Management Services

Item	label	TASKS/WBS Description	ODCs	Tasbihgoo, Farzad	Soria, Andrew	Tasbihgoo, Farzad	Soria, Andrew											Total Hours	Totals	Percent of Total			
				Engineer, Senior 24/25	Technical Expert 24/25	Engineer, Senior 25/26	Technical Expert 25/26																
				\$200.33	\$200.33	\$208.74	\$208.74														Hours	Costs	
2.0	0270	Construction Management and Inspection Services																					
2.1.7.4	QA CWI/NDT inspections (intermittent)			2	4	6	17											29	\$5,979.86				
	Total ODCs for this task																						
		Subtotals (Hours) =	N/A	2	4	6	17											29	\$5,979.86				
		Subtotals (Costs) =		\$400.66	\$801.32	\$1,252.44	\$3,525.44											29	\$5,979.86	100.0%	100.0%		
																		Totals =		29	\$5,979.86		
Totals (Summary) =																							
Total (Hours) =		N/A		2	4	6	17											29					
Total (Costs) =				\$400.66	\$801.32	\$1,252.44	\$3,525.44												\$5,979.86				
Percentage of Total (Hours) =		N/A		6.9%	13.8%	20.8%	58.5%											100.0%					
Percentage of Total (Costs) =				6.7%	13.4%	20.9%	59.0%												100.0%				

**Work Order Estimate
Summary**

Att. A, Item 7, 06/26/2025

Consultant/ Subconsultant: **ZT Consulting**

Task Order Title: **Iris Rapid Bus Stops and Transit Center East Construction Management Services**

TASKS (1-5)													
ODC Item	Description	Unit	Unit Cost	1		2		3		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
Subtotal =					Subtotal =			Subtotal =			Subtotal =		

TASKS (6-10)													
ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

NOTE: All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide. Monthly vehicle rates to be prorated by actual hours worked by employee assigned to vehicle.



**Metropolitan
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DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 06/12/2025

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

June 26, 2025

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 approve Resolution No. 25-05 (Attachment A), authorizing the use of and application for \$220,483.00 of FFY 2025 Section 5311 funds for operating assistance in rural areas.

Budget Impact

If awarded, MTS will receive FFY 2025 Section 5311 funds in the amount of \$220,483.00 for Fiscal Year (FY) 2026 operating assistance. The 5311 program has a 44.67% match requirement. MTS will be required to provide minimum matching funds in the amount of \$273,099.00.

DISCUSSION:

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

MTS's apportionment of FFY 2025 Section 5311 funds is \$445,340. Of this amount, \$220,483.00 will be used for FY 2026 rural operations of Routes 838, 888, 891, and 892.

Caltrans requires the submission of a resolution adopted by the MTS Board of Directors authorizing the submission of a grant application and project programming. Staff has also



requested SANDAG to certify that it will amend the Regional Transportation Improvement Program (RTIP) in the event of a grant award, as per Caltrans requirements.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 25-05 (Attachment A), authorizing the use of and application for \$220,483.00 of FFY 2025 Section 5311 funds for operating assistance in rural areas.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Board Resolution 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:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 06/12/2025

Agenda Item No. 9

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

June 26, 2025

SUBJECT:

California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal Year (FFY) 2025 Federal Transit Administration (FTA) Intercity Bus Program 5311(f) - Competitive Funding

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 25-06 (Attachment A), authorizing the use of and application for \$300,000.00 of FFY 2025 Section 5311(f) – Competitive funding for operating assistance in non-urbanized areas.

Budget Impact

If awarded, MTS will receive FFY 2025 Section 5311(f) funds in the amount of \$300,000.00 for operating assistance. The 5311(f) has a 44.67% match requirement. MTS will be required to provide minimum matching funds in the amount of \$433,215.84.

DISCUSSION:

Caltrans administers a statewide competitive grant program wherein transit agencies and non-profit organizations are eligible to apply for up to \$300,000.00 in financial assistance for operations serving areas outside of the federally defined urban boundary. Eligible projects can include existing operations, new services, or service expansion. However, projects must be consistent with the state-adopted objectives and meet federal certifications and assurance guidelines. MTS already meets the federal guidelines as an eligible recipient of other federal funds.

MTS is requesting the full eligible amount of \$300,000 in FFY 2025 Section 5311(f) funds to support the operation of Intercity Route 894 during Fiscal Year (FY) 2026.

Caltrans requires the submission of a resolution adopted by the MTS Board of Directors authorizing the submission of a grant application and project programming. Staff has also



requested the San Diego Associations of Governments (SANDAG) to certify that it will amend the Regional Transportation Improvement Program (RTIP) in the event of a grant award, as per Caltrans requirements.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 25-06 (Attachment A), authorizing the use of and application for \$300,000.00 of FFY 2025 Section 5311(f) – Competitive funding for operating assistance in non-urbanized areas.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Board Resolution 25-06

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 25-06

Resolution Authorizing Federal Funding Under FTA Section 5311(f)
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(f) 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(f) grants for transportation projects for the general public and for rural transit and intercity bus; and

WHEREAS, San Diego Metropolitan Transit System (MTS) desires to apply for said financial assistance to operate rural transit service 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:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System



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DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 10

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

June 26, 2025

SUBJECT:

Darktrace Cybersecurity Software - Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. G2386.0-20 (in substantially the same format as Attachment A), with Darktrace Limited (Darktrace), for Cyber Security Software Licensing in the amount of \$283,426.00 for a 12-month contract time extension. (Attachment A).

Budget Impact

The total cost of the amendment is estimated to be \$283,426.00, and the total contract cost of the services is estimated to be \$1,243,170.00. The services will be funded by the Information Technology (IT) Operating Budget account 662010-571250.

The project costs are summarized below:

Document Name	Description	Total Budget Amount	Board Approval
Original Agreement	Cyber Security Software	\$486,000.00	AI17, 5/14/20
Amendment 1	Add Cyber Security EIS Licensing	\$87,700.00	Within CEO authority
Amendment 2	Add Cyber Security EIS Licensing	\$278,259.00	AI14, 10/14/21
Amendment 3	Cloud Transition- Add Users	\$67,785.00	Within CEO authority
Amendment 4	365 Detect Respond Subs	\$40,000.00	Within CEO authority
<i>Subtotal</i>		<i>\$959,744.00</i>	
<i>Amendment 5</i>	<i>Contract Time Extension</i>	<i>\$283,426.00</i>	<i>Today's proposed action</i>
Total Cost		\$1,243,170.00	

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



DISCUSSION:

In today's digital landscape, cybersecurity is essential as cyber threats continue to grow in complexity and frequency. To protect its assets, operations, and reputation, the MTS Information Security and Intelligence (ISI) team must maintain and strengthen MTS's layered defenses. Darktrace's Intrusion Prevention and Detection Systems (IPS/IDS) and Microsoft 365 (M365) software as a service (SaaS) DETECT & RESPOND play critical roles in this strategy, offering both network-based and cloud-based threat detection and response capabilities.

Darktrace's artificial intelligence (AI)-driven IPS/IDS delivers autonomous, real-time threat detection and mitigation across the MTS network, enabling the ISI team to proactively counter threats. With limited control over user behaviors in M365 platforms such as SharePoint, OneDrive, and Teams, enhanced cloud security is vital to protect against unauthorized access and potential data breaches.

MTS, in common with other government agencies, is an increasingly attractive target for cyber-criminals and terrorists. As more devices are connected to our network, the dangers of data theft, vandalism, and real-world damage, e.g., overloading power substations, are constantly increasing.

To address this risk, MTS' ISI currently uses Darktrace's advanced IDS/IPS solution, which distinguishes itself by learning normal network behavior and identifying anomalies that signal potential threats. This capability enables the system to alert staff, recommend actions, or autonomously respond to threats within configured thresholds.

Key Capabilities of Darktrace IDS/IPS:

- Learns network behavior to detect anomalies and insider threats.
- Provides unified protection across network, email, IoT, and identity systems.
- Automatically mitigates attacks with high speed and precision.
- Reduces investigation time by over 90% through AI-driven analysis.
- Supplements limited staff resources to protect the agency's infrastructure.

Key Capabilities of Darktrace M365 SaaS DETECT & RESPOND:

- AI-driven monitoring enhances productivity by reducing manual workload.
- Detects zero-day and novel threats beyond traditional toolsets.
- Enables immediate, proportionate threat response to ensure operational continuity.
- Offers both automated and guided response options to support staff development.
- Seamlessly integrates into MTS's existing infrastructure.

MTS's current agreement with Darktrace for this suite of software, MTS Doc. No. G2386.0-20 through G2386.4-20, expires on July 15, 2025. Therefore, MTS needs to renew the software licensing and maintenance services to continue use of the software.

Since MTS's original procurement, Darktrace has added authorized resellers. Therefore, on February 27, 2025, MTS issued an Invitation for Bids (IFB) for Darktrace Software and Maintenance Renewal for a five-year period (3-year base with 2 option years). On April 1, 2025, MTS received a single bid from Nth Generation Computing Inc. (Nth). To confirm that the solicitation was not restrictive, MTS conducted a post-bid survey with prospective bidders requesting their reason(s) for not bidding. MTS received six (6) responses by the due date. The responses determined that some of the potential bidders needed more time to submit their bids.

In addition, staff determined that Nth's bid only priced the 3-year base period. Nth did not complete the bid form with pricing for the option years.

To address the error in Nth's bid and to ensure that all bidders had the opportunity to bid, staff decided to cancel the IFB and conduct a new solicitation. However, a new solicitation cannot be completed before the Darktrace contract expires on July 15, 2025. Therefore, MTS has requested that Darktrace extend the current contract on a short-term basis to allow MTS to complete the solicitation for a new five-year contract. Darktrace only provides 12-month or longer extensions. Today's proposed action would extend the current Darktrace contract for a 12-month period ending July 15, 2026.

This action will allow MTS the time to reevaluate the solicitation terms and make necessary revisions to ensure bidders have sufficient time to submit proposals.

Based on a comparison of MTS's Independent Cost Estimate (ICE) in the amount of \$308,496.96, retail/market pricing, and recent comparable purchases made by other agencies, staff deemed Darktrace pricing for the 12-month extension to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No.5 to MTS Doc. No. G2386.0-20 (in substantially the same format as Attachment A), with Darktrace, for Cyber Security in the amount of \$283,426.00 for a 12-month contract time extension. (Attachment A).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Amendment G2386.5-20



**Metropolitan
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Amendment 5

June 26, 2025

MTS Doc No. G2386.5-20

DARKTRACE CYBERSECURITY SOFTWARE

Darktrace Limited
Rachel Elias-Jones
Financial Director
Maurice Wilkes Building, St. John's Innovation Park
Crowley Road, Cambridge, CB4 0DS, UK

This shall serve as Amendment No.5 to the original agreement G2386.0-20 as further described below.

SCOPE

There shall be no changes to the Scope of Services as a result of this Amendment. This Amendment shall provide a 12-month time extension for Darktrace Cyber Security Software licenses.

SCHEDULE

The contract term shall be extended from July 16 2025 to July 15, 2026.

PAYMENT

This contract amendment shall authorize an additional cost in the amount of \$283,426.00. The total value of this contract, including this amendment, is \$1,243,170.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Rachel Elias-Jones, Financial Director
Darktrace Limited

Date: _____

Attachment: A. Darktrace Quote No.050825



Att. A, Item 10, 06/26/2025

Customer Name:

San Diego Metropolitan Transit System

Transactional Tax ID/Business Registration/VAT No:

NA

Shipping Address:

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101

Invoice Address:

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101

Attn:

Christina Flores

Email:

rodrigo.alonso@sdmts.com

Product Order Form:

195644-202505-07-1019104

Date Prepared:

2025/05/07

Expiry Date:

2025/06/06

Darktrace Offering :						
Product/Services Description	Quantity	Subscription Period (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
Platform Product						
Network						
Darktrace / NETWORK	7001-8000 IPs	12.0	2025-07-16	2026-07-15		
Email						
Darktrace / EMAIL (Exchange Online)	801-900 Active Users (Email)	12.0	2025-07-16	2026-07-15		
Identity						
Darktrace / IDENTITY	801-900 Active Users (Identity)	12.0	2025-07-16	2026-07-15		
Cross-Platform Product [Not Ordered]						
Platform Module [Not Ordered]						
Services [Not Ordered]						
Deployment						
On-Premises						
Darktrace On-Prem Appliance (Medium)	1 Appliances	12.0	2025-07-16	2026-07-15		
Darktrace On-Prem Appliance (X2)	1 Appliances	12.0	2025-07-16	2026-07-15		
Darktrace On-Prem Appliance (Z)	1 Appliances	12.0	2025-07-16	2026-07-15		
Training						
Trainings						
Darktrace Training (eLearning)	1					
Darktrace Training (Public)	1					
Darktrace Training (Remote)	2 Sessions					
Subscription period commencing on 2025/07/16 ("Commencement Date")						
Standard Support Services						
					283,426	283,426
TOTAL						283,426

Terms and Conditions:	
1	By signing this Product Order Form, issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Services Agreement included in the Appliance, which can also be found at: https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement"). Customer is in possession of the Appliance(s) listed above and shall not receive additional such Appliance(s) pursuant to this Product Order Form.
2	Use of Darktrace / NETWORK is limited to within the IP Count band specified above ("Usage Metrics"). For such purposes, "IP Count" is calculated by taking the peak unique IP address values (with VLANs differentiated) in any 24-hour period in the last 28 days. Should Usage Metrics be exceeded, additional Fees shall be payable.
3	Use of Darktrace / EMAIL is limited to within the band of Active Users specified above ("Usage Metrics"). For the purposes of Darktrace / EMAIL, an "Active User" consists of a mailbox, reported by the relevant provider, that has been seen to send or receive email in the last 28 days. Use of Darktrace / EMAIL may not exceed 9500 Mail Volume, as determined by the volume of inbound and outbound email in a 24 hour period ("Mail Volume"). Should the number of Active Users or Mail Volume usage exceed the figures set out above, additional Fees shall be payable.
4	Use of Darktrace / IDENTITY is limited to within the band of Active Users specified above ("Usage Metrics"). For the purposes of Darktrace / IDENTITY, an "Active User" consists of any object which can perform actions that are then reported by the API/logging of the 3rd-party product, including but not limited to 3rd-party user accounts, 3rd-party apps, and other 3rd party identities. The number of Active Users is calculated by taking the peak number of Active Users over all configured and applicable modules within Darktrace / IDENTITY seen over a 28-day period. Should Usage Metrics be exceeded, additional Fees shall be payable.
5	The Offering is made available on the basis of the relevant Product Specification, Service Definition, or other technical documentation (as applicable). Product Specifications and Service Definitions are found at: https://darktrace.com/legal/product-specifications-and-service-definitions , whilst other technical documentation can be found via the Customer Portal.
6	The Usage Metrics set out in the above Offering Table are in the aggregate, not in addition to any prior orders. In the event of conflict between the Usage Metrics of this Product Order Form and any prior order, the Usage Metrics of this Product Order Form are determinative.
7	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip) (the "Appliance Specifications"). Should the Appliance Specifications be exceeded, additional Fees shall be payable.
8	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced in advance in accordance with the below invoicing schedule. Payment terms Net 30.
9	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
10	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
11	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.

Att. A, Item 10, 06/26/2025

Invoicing Schedule:				
Invoice Date	From	To	Amount	Currency
2025-07-16	2025-07-16	2026-07-15	283426.00	USD

For Customer

Signature:
Name:
Job Title:
Signature Date: _____
("Effective Date")

For Darktrace:

Signature:
Name:
Job Title:
Signature Date:



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 11

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

June 26, 2025

SUBJECT:

Facility Roof Solar Assessments – 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 Amendment WOA356-AE-55 under MTS Doc No. PWL356.0-22 (in substantially the same format as Attachment A) with Pacific Railway Enterprises, Inc. (PRE), Disadvantaged Business Enterprise (DBE), in the amount of \$219,161.44 to provide engineering services to assess the installing rooftop solar on MTS existing facilities.

Budget Impact

The total cost of this contract is estimated to be \$219,161.44. The project will be funded by the Capital Improvement Program (CIP) 2006121801 – Facility Roof Solar Assessments

DISCUSSION:

The objective of this project is to evaluate the operational and economic feasibility of adding solar equipment to existing MTS facilities. The results of the study will be used for future facility planning with a goal to reduce the quantity of imported utilities, while maximizing the full potential of available space (i.e., rooftops, parking garages/lots, etc.).

The consultant's assessments will provide analysis and recommendations for existing MTS facilities to compare the current energy usage to energy generation potential of each facility. Additionally, the study will review the current structures and electrical systems for feasibility of supporting and connecting solar equipment, and recommending upgrades as needed. Finally, the study will provide the economic feasibility to evaluate estimated project costs and determine the anticipated payback schedule, including options and recommendations for financing methods and current rebate, incentive, and subsidy programs.

Under the proposed work order, PRE will provide site assessments at the following MTS facilities: Imperial Avenue Division (IAD), Kearny Mesa Division (KMD), South Bay Bus Maintenance Facility (SBMF), East County Division, Copley Park Division (CPD), Mills Building

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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



with parking garage, Buildings A, B, &C, Pyramid Building, Iris Transit Center, Otay Transit Center, and El Cajon Transit Center.

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 January 3, 2025, MTS issued a Request for Proposals (RFP) to all firms in Categories A and B.

On February 28, 2025, MTS received a total of three (3) proposals from the following A&E firms:

Firm Name	Firm Certification
Chen Ryan Associates (CRA)	DBE, Minority-Owned Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE)
Mott MacDonald Group, Inc.	None
PRE	DBE

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

Criteria	Points
Project Team	20
Project Team's Capabilities	20
Project Understanding and Approach	40
Schedule	20
Total Possible Score	100

On March 27, 2025, the selection committee evaluated the initial proposals and scored as follows:

Ranking	Proposer Name	Total Score
1.	PRE	88.00
2.	Mott MacDonald Group, Inc.	86.33
3.	CRA	79.33

As a result of the evaluations, PRE was deemed the most qualified firm to perform the services. PRE's initial proposed amount for the services was \$239,001.63. Through negotiations, staff were able to reduce the cost by \$19,840.19, an 8% savings to MTS. The Independent Cost

Estimate (ICE) for the services was \$217,520.08. Based on the level of effort and proposal classifications, PRE's final cost proposal in the amount of \$219,161.44 was determined to be fair and reasonable.

For the project, PRE will utilize the following subcontractors:

Subcontractor Firm Name	Firm Classification	Dollar Value of Subcontract
AECOM	None	\$205,646.32

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment WOA356-AE-55 under MTS Doc No. PWL356.0-22 (in substantially the same format as Attachment A) with PRE, a DBE, in the amount of \$219,161.44 to provide engineering services to assess the installing rooftop solar on MTS existing facilities.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA356-AE-55



**Metropolitan
Transit
System**

June 26, 2025

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-55

Pacific Rail Enterprises, Inc.
Jennifer Seccombe
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Mrs. Seccombe:

Subject: WORK ORDER WOA356-AE-55, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR THE ADMIN FACILITY ROOF SOLAR ASSESSMENT PROJECT

This letter shall serve as our agreement for Work Order WOA356-AE-55 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Work Order shall provide design services for the Admin Facility Roof Solar Assessment project in accordance with the attached Scope of Services. (Attachments A and A1).

SCHEDULE

The Schedule shall remain in effect for a period of one hundred twenty (120) calendar days from the date of the of the Notice to Proceed (NTP).

PAYMENT

Payment shall be in the amount of \$219,161.44. The Payment shall be based on actual costs, and shall not be exceeded without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Jennifer Seccombe, President/CEO
Pacific Rail Enterprises

Date:

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

ATTACHMENT A
SCOPE OF SERVICES

TITLE: ADMIN FACILITY ROOF SOLAR ASSESSMENT WOA #: WOA356-AE-55**I. PROJECT DESCRIPTION**

The San Diego Metropolitan Transit System, (referred to hereafter as “MTS”) seeks a proposal for consultant services for solar assessment on MTS existing facilities.

The objective of this project is to reduce the usage of importing utilities and have a self-sufficient energy system, while maximizing the full potential usage of available space such as rooftops, parking garages, etc.

This project is necessary to develop recommendations and conclusions from the solar assessment, and will be conducted at each location provided in Exhibit A, Location Map Reference.

II. SCOPE OF WORK

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

Task 1: Project Management and Coordination

- 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 Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
- 1.3 Provide coordination and oversight of subconsultant(s) and integration of plans and specifications into submittal packages.
- 1.4 Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

Task 2: Solar and Energy Analysis:

- 2.1 Total generation of energy, given available space.
- 2.2 Anticipated electrical savings from solar equipment.
- 2.3 Comprehensive review of latest solar system technologies and efficiencies.
- 2.4 Minimum and maximum recommended installation capacity of solar equipment.
- 2.5 Energy storage systems (battery storage) and their applicability to each location, and their capability to integrate with existing systems at each site (especially at bus division sites, since energy usage will likely be higher).
- 2.6 Comparison of actual electricity consumption of each facility (Exhibit A) to the optimized system size and output.

- 2.7 Anticipated site-specific challenges; especially potential California Environmental Quality Act (CEQA) concerns.

Deliverable: *Summary of Report, Estimates*

Task 3: Electrical and Structural Analysis:

- 3.1 Determine the feasibility of connecting a solar system to each building's electrical system. Applicability of integrating the solar system with existing charge management system at Bus Division.
- 3.2 Feasibility of adding carport structures that can support solar panels at open parking areas.
- 3.3 Feasibility of whether or not the building rooftops or building facilities are structurally adequate to support the load of solar systems in accordance with current building code requirements.
- 3.4 Expected solar energy output shall be compared to actual electricity consumption for each facility.
- 3.5 Data shall include the metering and observation necessary to produce a time of use load profile for the facility.
- 3.6 Provide recommendations on any necessary upgrades to electrical transfer switches and other modification(s) for interconnection.

Deliverable: *Summary of Report, Estimates*

Task 4: Economic Feasibility and Financing Analysis:

- 4.1 The economic feasibility and financing analysis shall be conducted for each facility, to determine the following:
 - 4.1.1 The economic feasibility of each solar installation, with realistic project costing forecasts; and "payback" time period for each location.
 - 4.1.2 Available state and federal rebate/incentive programs.
 - 4.1.3 Applicable electricity rate schedules.
 - 4.1.4 Net metering applicability and cost effectiveness or any other utility incentive/subsidy (ex. SDG&E's Self-Generation Incentive Program (SGIP), which includes solar/battery storage installations.
- 4.2 Provide an estimate of the cost of any necessary upgrades related (i.e. structural, architectural, etc.)
- 4.3 Recommended financing methods (i.e. direct purchase, lease, Power Purchase Agreements (PPA), etc.)

Deliverable: *Summary of Report, Estimates*

Task 5: Preliminary and Final Report Documentation:

- 5.1 Provide 50% preliminary report to determine whether or to continue with the study.
 - 5.1.1 The information gathered at this stage of the study must be sufficient for MTS to decide whether to proceed with the final report.
- 5.2 Provide conclusions and recommendations. (Alternative Task)
 - 5.2.1 The conclusions of the study must be sufficient for MTS to decide whether to proceed on this upgrade.

Deliverable: *50% Preliminary Report
Summary of Report, Recommendations and Estimates*

III. PERIOD OF PERFORMANCE

Services shall be completed within one hundred twenty (120) calendar days from the date of the of the Notice to Proceed (NTP).

IV. DELIVERABLES

Based on an assumed NTP start date of December 2023, final documents will be prepared and anticipated to be delivered within 120 days of NTP for MTS. Revisions due to final comments received from MTS or during the assessment process will be incorporated into a final Document set. The schedule of deliverables is contingent upon receiving timely comments from MTS.

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
TASK 1: Project Management	NTP/120 days
TASK 2: Solar and Energy Analysis	NTP/120 days
TASK 3: Electrical and Structural Analysis	NTP/120 days
TASK 4: Economic Feasibility and Financing Analysis	NTP/120 days
TASK 5: Preliminary Report	NTP/60 days
Final Report Documentation	NTP/120 days

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
TASK 5/Final Report Documentation	NTP/120 days

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

Background reports from prior work efforts will be provided by MTS

VII. SPECIAL CONDITIONS

Not Applicable.

VIII. MTS ACCEPTANCE OF SERVICES:

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

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

IX. DEFICIENT WORK PRODUCT

Throughout the construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient 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.

X. DELIVERABLE REQUIREMENTS

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

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS.

Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS.

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

XI. PRICING

Except where otherwise noted herein, pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

XII. ADDITIONAL INFORMATION

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

XIII. PREVAILING WAGE

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

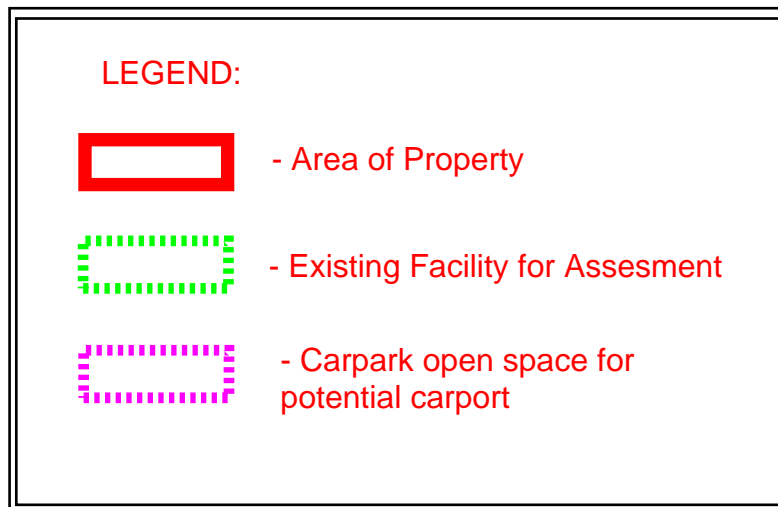
Attachments: Exhibit A, Location Map Reference

EXHIBIT A
LOCATION MAP REFERENCE



ADMIN FACILITY ROOF SOLAR ASSESSMENT

(LOCATION MAP REFERENCE)



1. Bus Division Maintenance Buildings

LEGEND:

- Area of Property
- Existing Facility for Assessment
- Carpark open space for potential carport



GameSync Gaming Center

Parkhouse Tire

Opportunity Rd

4630 Ruffner St

Ruffner St

LEGEND:



- Area of Property

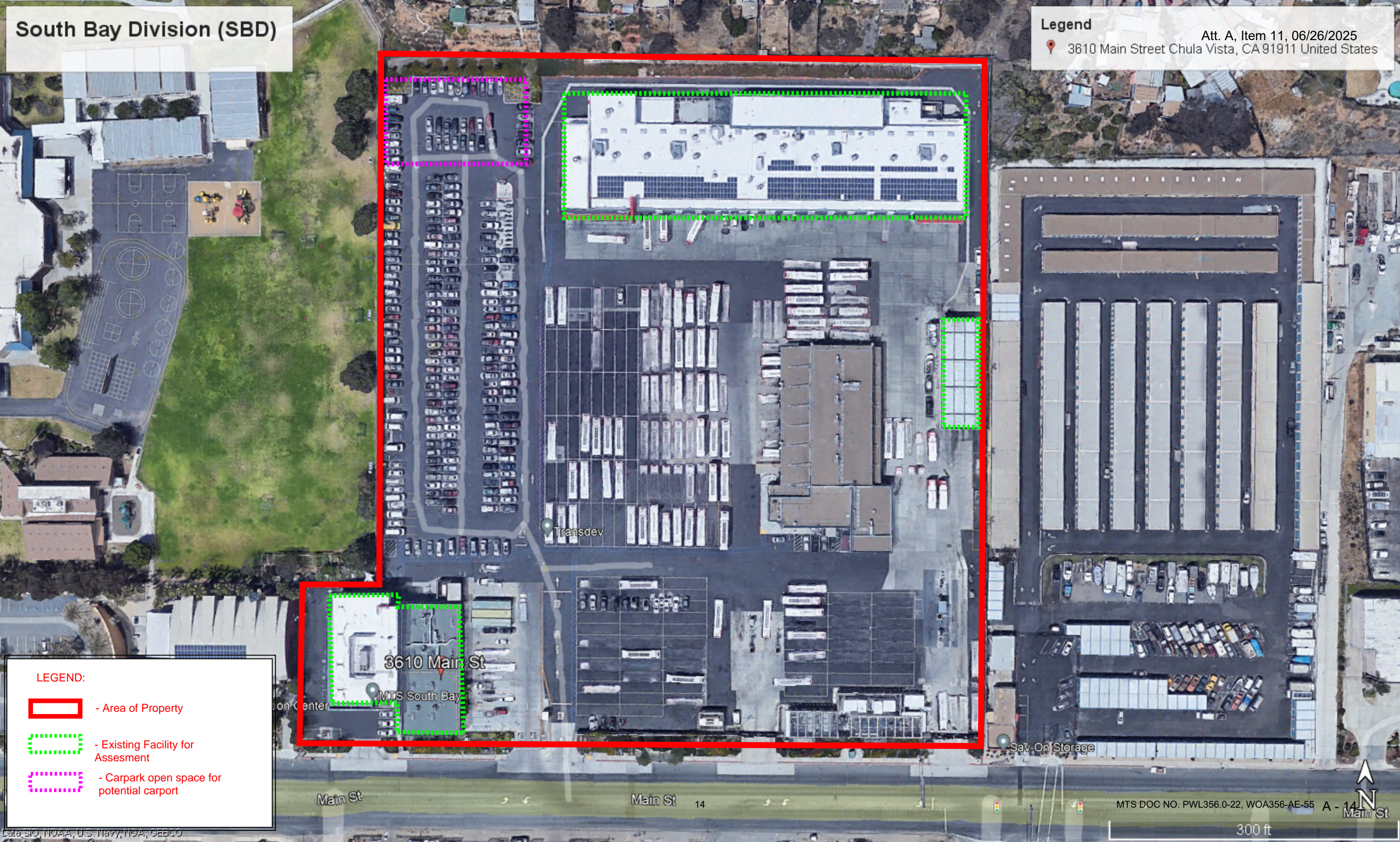





- Existing Facility for Assessment

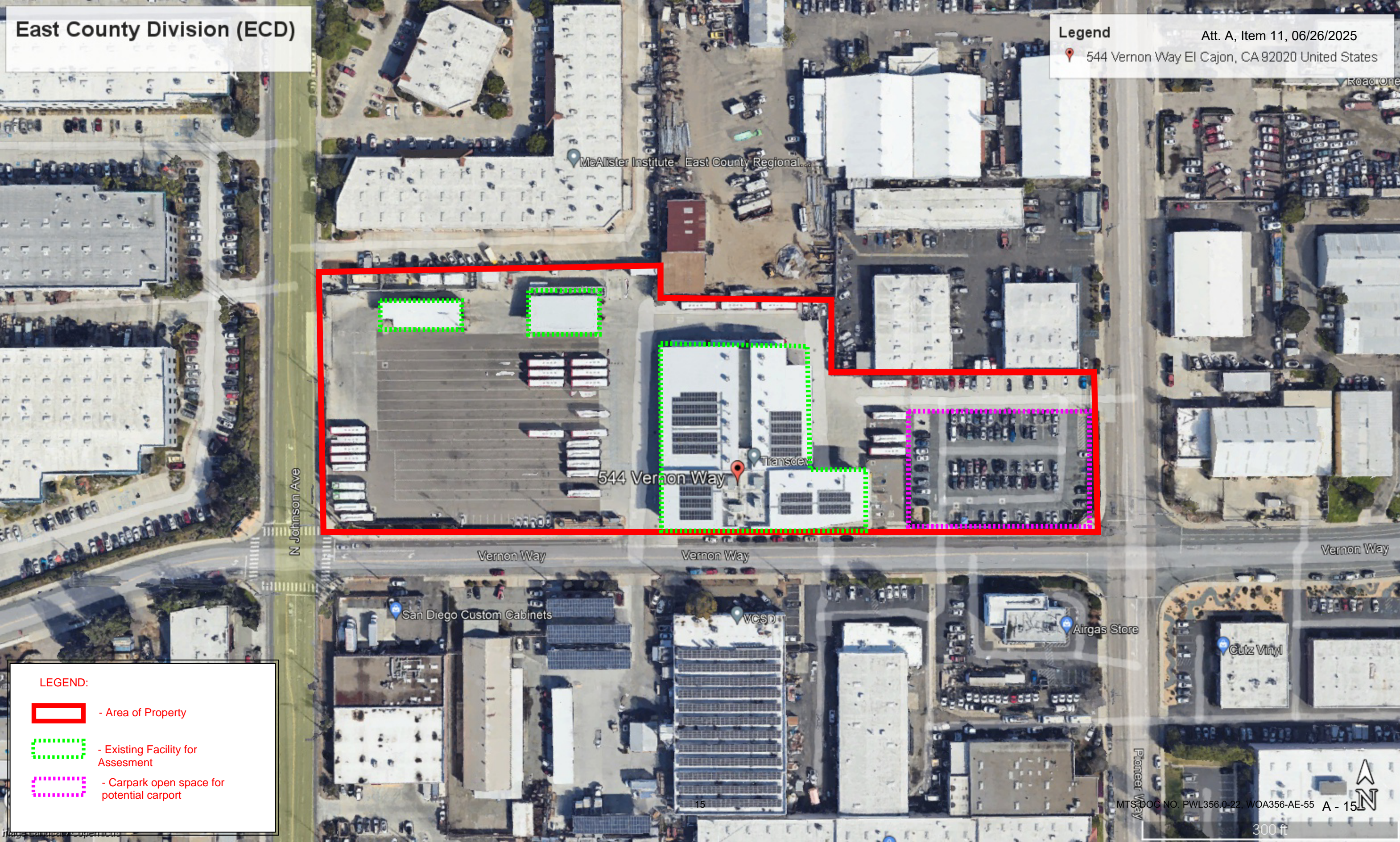


- Carpark open space for potential carport





- LEGEND:
-  - Area of Property
 -  - Existing Facility for Assessment
 -  - Carpark open space for potential carport



N Johnson Ave

Vernon Way

Vernon Way

Vernon Way




San Diego Custom Cabinets

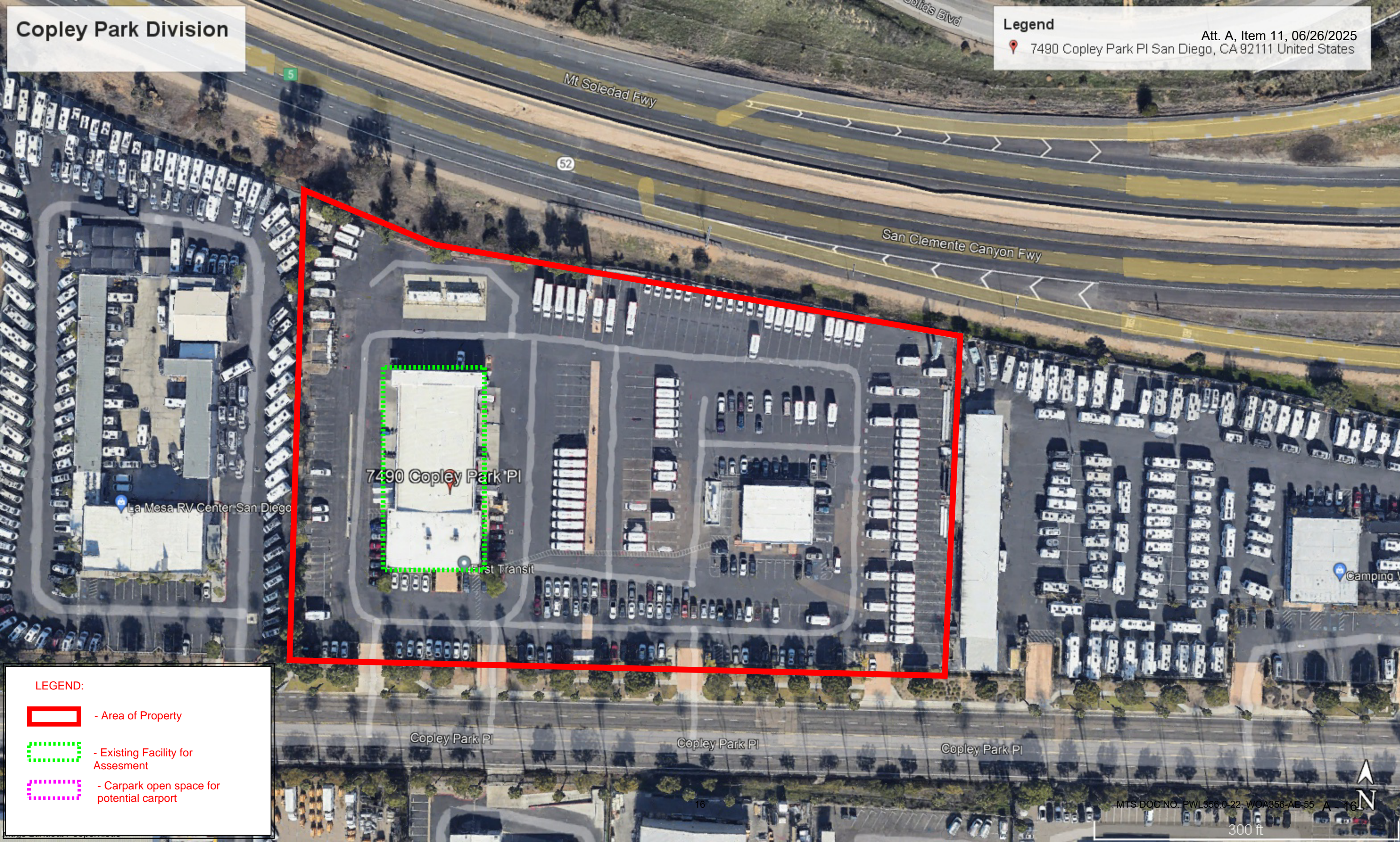
VCSD

Airgas Store


Cutz Vinyl


Pioneer Way


- LEGEND:
-  - Area of Property
 -  - Existing Facility for Assesment
 -  - Carpark open space for potential carport



LEGEND:

 - Area of Property

 - Existing Facility for Assessment

 - Carpark open space for potential carport

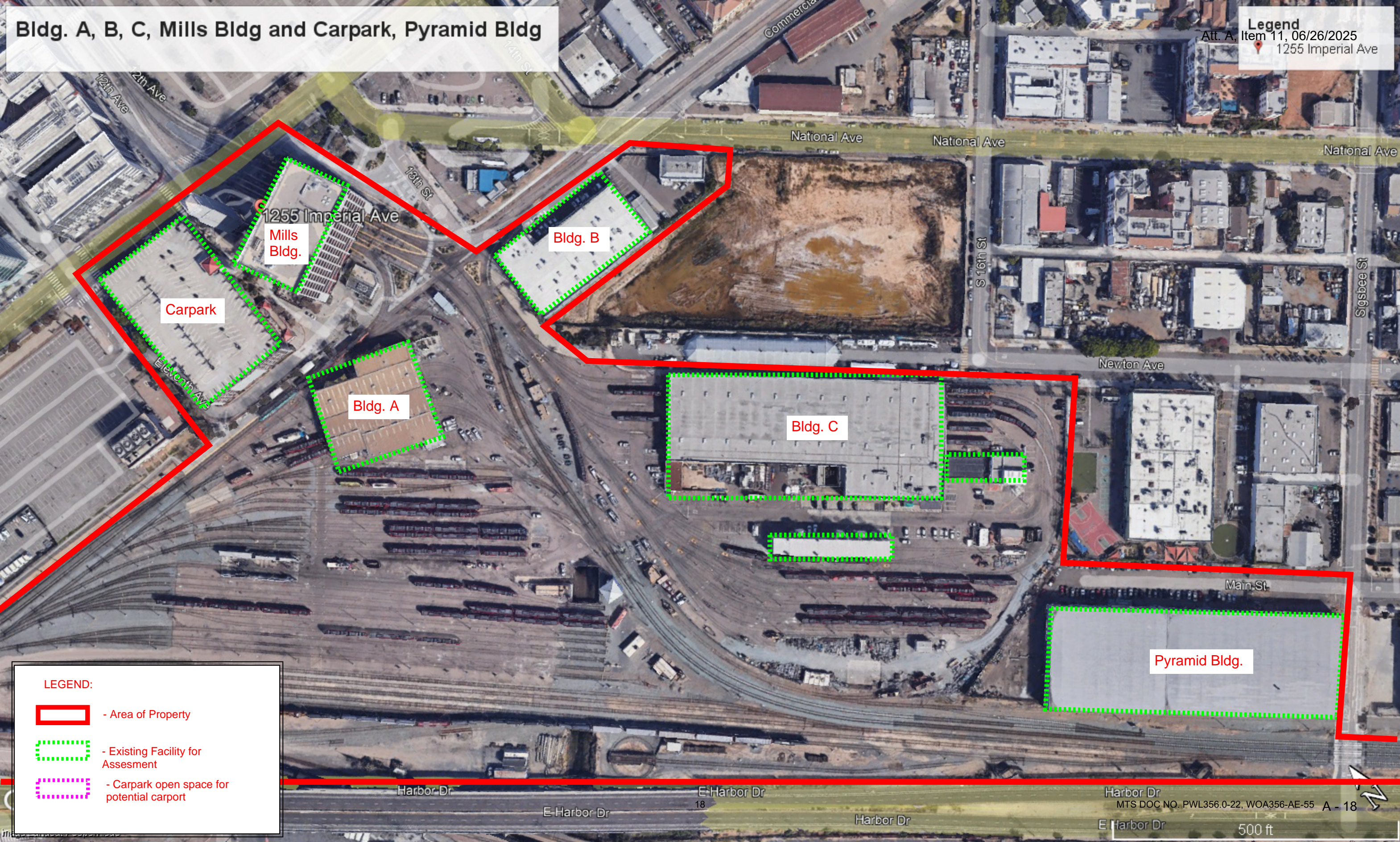
2. Buildings A / B / C and Mills Building with Carpark

Bldg. A, B, C, Mills Bldg and Carpark, Pyramid Bldg

Legend

Att. A, Item 11, 06/26/2025

1255 Imperial Ave



LEGEND:

- Area of Property

- Existing Facility for Assessment

- Carpark open space for potential carport

3. Trolley Station & Transit Centers

Iris Transit Center


Legend
Att. A, Item 11, 06/26/2025


 Iris Ave Station


 Iris Avenue Transit Center



LEGEND:

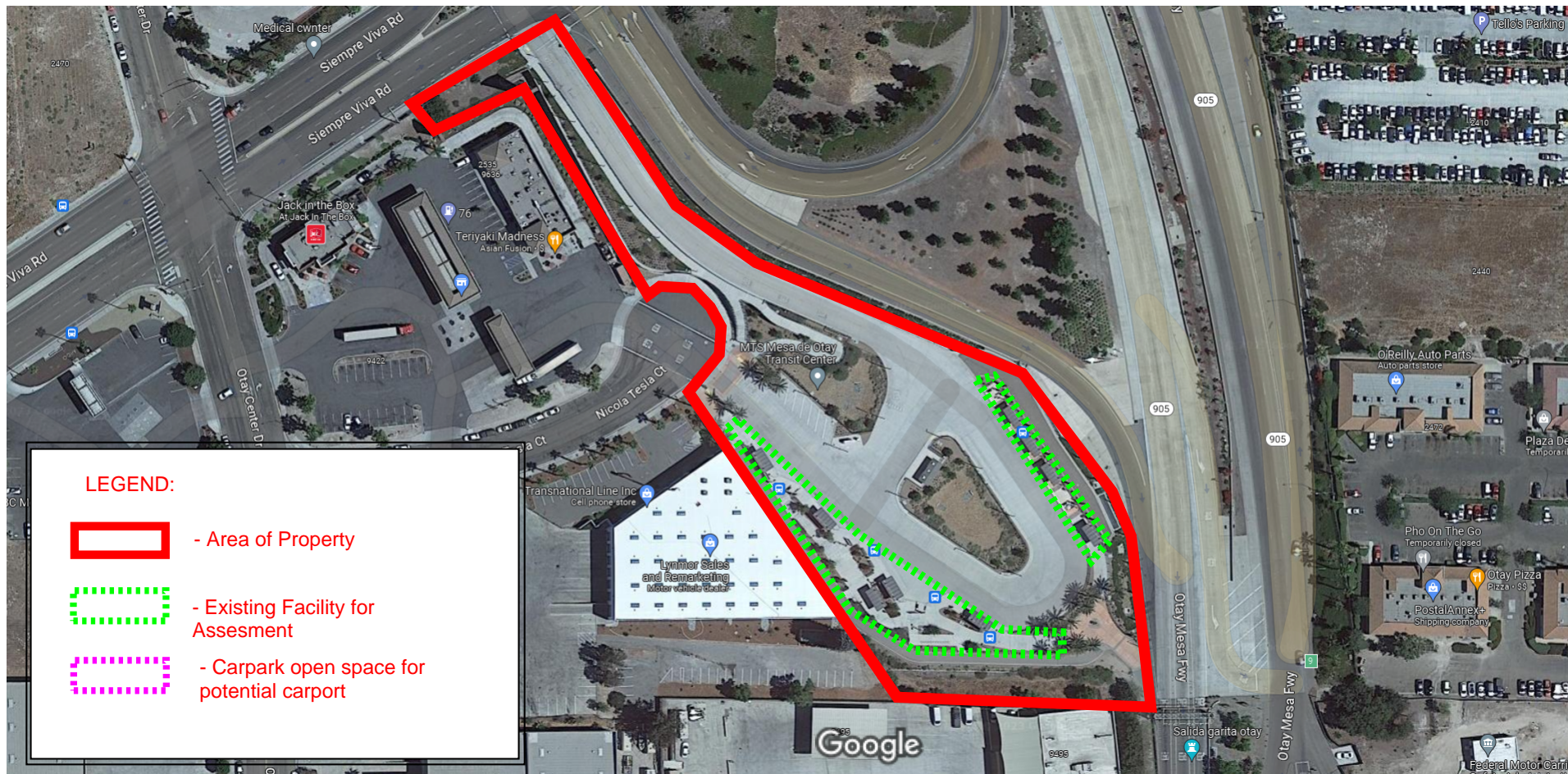
 - Area of Property

 - Existing Facility for Assessment

 - Carpark open space for potential carport

Google Maps

Otay Transit Center



Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 Google 50 ft

El Cajon Transit Center

Legend
Att. A, Item 11, 06/26/2025
El Cajon Transit Center

LEGEND:

- Area of Property
- Existing Facility for Assessment
- Carpark open space for potential carport



ATTACHMENT A1
CONSULTANT'S PROPOSAL



PWL356.0-22 Work Order Agreement
Request for Proposal

February 28, 2025

Att. A, Item 11, 06/26/2025

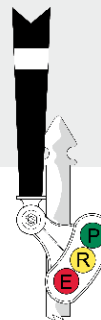
ADMIN FACILITY ROOF SOLAR
ASSESSMENT
WOXXX-AE-55



PACIFIC
RAILWAY
ENTERPRISES, INC.

3560 University Avenue
Suite F
Riverside, CA 92501

AECOM



PACIFIC
RAILWAY
ENTERPRISES, INC.

February 28, 2024

Mr. Steve Augustyn
Contract Officer
San Diego Metropolitan Transit System
1255 Imperial Avenue
San Diego, CA 92101

RE: Request for Proposal for Contract PWL356.0-22, Work Order Agreement WOAXXX-AE-55

Dear Mr. Augustyn ,

Pacific Railway Enterprises, Inc (PRE) is pleased to submit this proposal for your review and consideration for the Admin Facility Roof Solar Assessment.

AECOM will lead the technical work with PRE leading project management.

Below is PRE's company information:

- Contact: President/CEO, Jennifer A. Seccombe, PE; jaseccombe@pacrail.com
- Address: 3560 University Avenue, Suite F, Riverside, CA, 92501
- Telephone: (951) 784-4630, x110
- DBE Firm CUCP #42273; DIR #1000009052
- Website: www.pacrail.com

Within this proposal we have demonstrated our team's relevant qualifications and experience, our understanding and approach to this project, a proposed schedule, and resumes of key individuals from our team. As the Project Manager, I commit to working closely with you to make this project a success.

Thank you for this opportunity and we look forward to meeting MTS's objectives for Admin Facility Roof Solar Assessment.

Sincerely,

Eric L. Roe

Eric Roe
Director of Strategic Initiatives
Pacific Railway Enterprises, Inc.

Contents

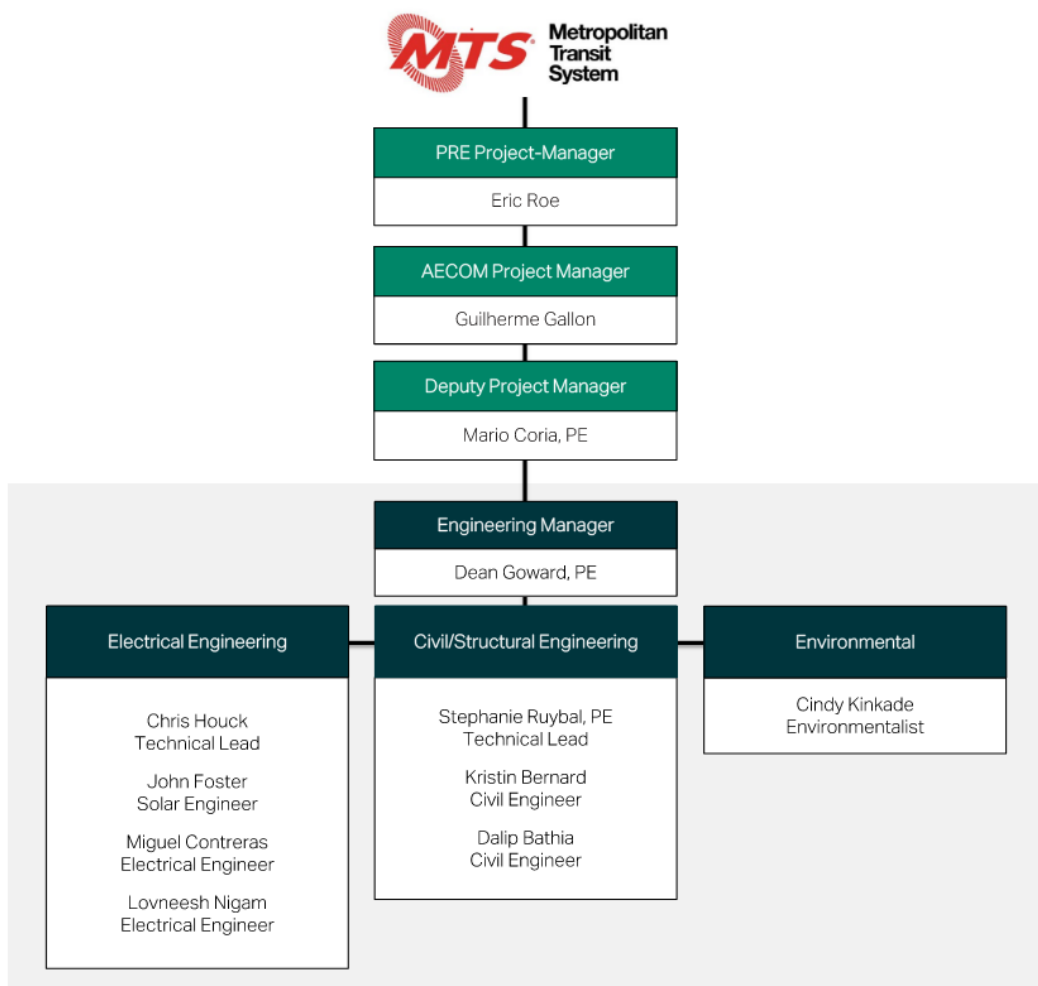
01. Project Team	1
Organization Chart	1
Project Management	1
Electrical Engineering	2
Civil/Structural Engineering	2
Environmental	3
Project Team Time Commitment	3
02. Project Team Capabilities	4
Management, Coordination, and Scheduling	4
Commitments and Priorities	4
Quality Control/Quality Assurance	4
Project Cost Management	6
Cost Estimation and Budgeting	6
Cost Monitoring and Control	6
Risk Management and Contingency Planning	6
Reporting and Communication	6
Technology and Tools	6
03. Project Understanding and Approach	6
Project Understanding	6
Project Approach	7
Task 1: Project Management and Coordination	7
Task 2: Solar and Energy Analysis	8
Task 3: Electrical and Structural Analysis	10
Task 4: Economic, Feasibility, and Financing Analysis	11
Task 5: Preliminary and Final Report Documentation	12
04. Project Schedule	13
Project Schedule	13
Local Resources	13
05. DBE Subcontractor Utilization Plan	14
Appendix A - Resumes	15

01. Project Team

Organization Chart

The following organizational chart shows our project team and their respective roles. Resumes are included in Appendix A.

Figure 1 – Project Organization Chart



Project Management

Eric Roe (PRE) will lead the team as the Project Manager. Eric has a long history working in San Diego County having previously worked for North County Transit District. Eric has 18 years of working in the transportation and railroad industry providing project management for multiple projects including NCTD's Positive Train Control Project valued at \$87 Million. Eric has been the Project Manager on several PRE projects including LA Metro and RCTC.

Guilherme Gallon, M.Sc. Eng., will be assigned as the AECOM's Project Manager. Guilherme specializes in wind and solar energy projects, bringing over 10 years of experience in the renewable energy sector and in project management. Mr. Gallon will oversee the entire project and serve as the main point-of-contact for the project. Mr. Gallon is currently managing numerous solar PV projects, a majority of which are rooftop or carpark projects.

His experience includes managing a portfolio of over a dozen Solar PV projects spread across several states within mainland USA. The client is acquiring projects from a developer and seeks AECOM's assistance with Due Diligence and Owners Engineering work.

Mario Coria, PE, will function as a Deputy Project Manager and support Guilherme as needed in the delivery of the project and managing the schedule and budget as well as lead the design work with the AECOM engineering team. Mario will liaise with the engineering team to ensure that communication is clear, and scope commitments are delivered to MTS. Mario also has significant experience with solar design and will act as the Engineer of Record for the final construction documents, if required.

He is currently a project manager located in our San Diego office assisting customers through the engineering process of their grid tie utility scale and commercial PV Solar projects. His responsibilities include engineering due diligence, feasibility studies, location/site evaluation, point of interconnection infrastructure assessment, pre-construction documentation reviews, support AHJ permitting efforts, energy studies, review of engineering drawings (IC, IFP, IFC), construction life-cycle reports review, commissioning test reports review, onsite inspection of projects during all stages of construction.

Ivan Welander, PE, will function as the QA/QC engineer for the project deliverables. Mr. Welander is an electrical engineer who brings an analytical and open-minded approach to all power engineering projects. He joined AECOM's Energy business line to share project expertise spanning transmission, distribution, substations, and renewable energy. Ivan has been a key contributor on many projects at AECOM, including engineering and design of T&D and renewable energy generation projects such as solar PV, battery energy storage, wind, and hydropower for a mix of utility, government, and private industry clients.

For the SunPower Corporation, Ivan provided electrical design and engineering for a 10MWac solar PV carport system and 7.5MW/25MWH energy storage at John F. Kennedy airport in New York. Project interconnections included both new service for export to ConEd and integration with JFK's existing 13.8KV AirTrain system.

Electrical Engineering

Chris Houck will serve as the Solar Technical Lead and will lead the design work with AECOM's team. Mr. Houck is an innovative and knowledgeable project designer with almost 15 years of experience in the energy field, working on commercial, industrial and utility solar PV and battery energy storage systems as well as electric vehicle (EV) charging stations. He brings a strong background in low—and medium-voltage grid systems.

He has extensive experience designing roof mounted PV systems for notable clients such as TESLA (500kW roof mounted PV array at Fremont, CA factory), Amazon (3.8MW DC roof mounted PV array at a New Jersey distribution center), and Home Depot (1MW DC roof mounted PV array at various stores).

Miguel Contreras is an experienced solar designer with more than 16 years of experience in the energy field working on residential, commercial, and industrial PV systems. He brings a strong background in low voltage grid systems. He also has experience in fire sprinkler design and solar photovoltaic (PV) construction management.

He has designed projects numerous PV system projects for clients such as Siemens (roof-mounted PV systems at various sites with a total system capacity of 40MW DC) and Wells Fargo Bank (6MW DC roof top PV system in Texas).

Lovneesh Nigam is a Solar Engineer with experience in implementing large-scale energy projects. His areas of expertise include solar PV and electrical design, renewable energy systems, energy and financial analysis, and battery energy storage design, and power.

Mr. Nigam was recently the lead solar designer for a 2.25 MWac rooftop solar PV system at Terminal 6 of JFK Airport. His responsibilities included development of the solar layout, DC electrical design, performance modelling and coordination with the AC electrical design, civil, and structural design teams. AutoCAD, Helioscope, PVSyst, and Forge Solar were the tools used to accomplish a detailed design and energy analysis.

Civil/Structural Engineering

Stephanie Ruybal, M.Sc. Eng., PE, will serve as the Technical Lead for the Civil and Structural analysis. Ms. Ruybal is a seasoned civil/structural engineer within the Energy Services at AECOM with over 20 years of experience in the evaluation of existing structures, designing steel superstructures, and creating foundation designs. Her expertise ensures safe, efficient, and innovative solutions for a wide range of engineering challenges.

For the City of Burbank, Stephanie served as lead structural engineer for a rooftop photovoltaic evaluation in Burbank, CA. She evaluated the feasibility of adding new photovoltaic panels to the roof of an existing structure and authored a feasibility report supported by site visit observations and design calculations.

Kristin Bernard, PE, has 19 years of experience in design of structural steel, concrete, foundations, and pipe/equipment supports for manufacturing petrochemical, and solar PV facilities. Her experience also includes evaluating stormwater impacts of new construction for permitting.

She is currently the lead civil engineer/engineer of record for various multi-discipline projects for the Department of Energy. Her responsibilities included development of detailed drawings and specifications, performing engineering calculations, and providing construction support through submittal review and responding to construction questions.

Environmental

Cindy Kinkade will serve as the Technical Lead for the Environmental analysis. Cindy is a senior project manager with over two decades of experience in the private and public sectors, including a broad range of knowledge of environmental compliance requirements for projects, from planning and design review through construction and post-construction monitoring.

She has coordinated environmental compliance for projects in various capacities and has expertise in project design review; California Environmental Quality Act/National Environmental Policy Act document review and preparation; public involvement; agency and permitting coordination; permit processing of city, state, and federal permits; construction and stormwater monitoring; and mitigation implementation and reporting requirements.

Project Team Time Commitment

Table 1 shows the approximate time commitment each key team member will dedicate to the project.

Table 1 – Project Team Time Commitment

Team Member	Role	Commitment (%)
Eric Roe (PRE)	PRE Project Manager	5%
Guilherme Gallon	Project Manager	5%
Mario Coria, PE	Deputy Project Manager	5%
Ivan Welander, PE	QA/QC Manager	3%
Chris Houck	Lead Electrical Engineer	20%
Miguel Contreras	Electrical Engineer	23%
Lovneesh Nigam	Electrical Engineer	22%
Stephanie Ruybal, MSc Eng, PE	Lead Civil/Structural Engineer	6%
Kristin Bernard, PE	Civil Engineer	6%
Cindy Kinkade	Environmental	10%
TOTAL		100%

02. Project Team Capabilities

The PRE & AECOM team demonstrates robust management, coordination, and scheduling capabilities across various domains, ensuring efficient project delivery and stakeholder alignment. Here are key highlights:

Management, Coordination, and Scheduling

The PRE & AECOM team employs a project management methodology that is highly successful and will support all the project requirements, ultimately leading to the deliverables anticipated under this contract. The methodology embodies certain organizational principles, repeatedly used as keystones to achieve a fully integrated effort to meet standards of quality and adhere to cost estimates and schedules. These principles include:

- Establishing clear lines of communication, responsibility, and authority
- Using uniform means of collecting and disseminating information
- Establishing and maintaining realistic baselines, cost estimates, and schedules – against which performance can be measured.
- Promoting the use of standardized and disciplined work practices for all project participants and verifying compliance with these practices
- Assigning personnel with proven leadership and experience whose priority is to the project.
- Satisfying the technical, cost, and schedule requirements of the project

Eric Roe will be the overall Project Manager and as AECOM Project Manager and Deputy Project Manager respectively, Guilherme Gallon and Mario Coria will execute the above to achieve the goals and expectations outlined in this scope of work. Eric Roe will also be the primary point of contact for MTS with the AECOM team supporting.

Commitments and Priorities

The AECOM technical team maintains a resource utilization rate of around 80%, allowing flexibility to address changes in project demands. Our Project Manager, Deputy Project Manager, and Technical Lead can all serve as points-of-contact, ensuring continuity during planned or unplanned events.

Quality Control/Quality Assurance

Our approach to quality follows the international standard for quality management systems (QMS), ISO 9001. As one of the few ISO 9001-certified professional and technical services firms in North America, AECOM developed its system to address the standard's requirements, and we confirm compliance through formal auditing and verification. Initially certified in 2002, we have continuously expanded the scope of our ISO certification. In fact, during 2011 we achieved a single, unified ISO 9001:2015 certification covering all our business lines in North America.

What does this mean to our clients? It means that AECOM has a world-class quality program with tools and means to confirm it is followed. It means that AECOM consistently applies a set of quality practices throughout the company, regardless of where work is performed or managed. It means that AECOM's QMS is built upon the eight foundational principles that lie at the core of the ISO standard providing a strong footing for positive results.

Figure 2 – AECOM Quality Assurance Phases

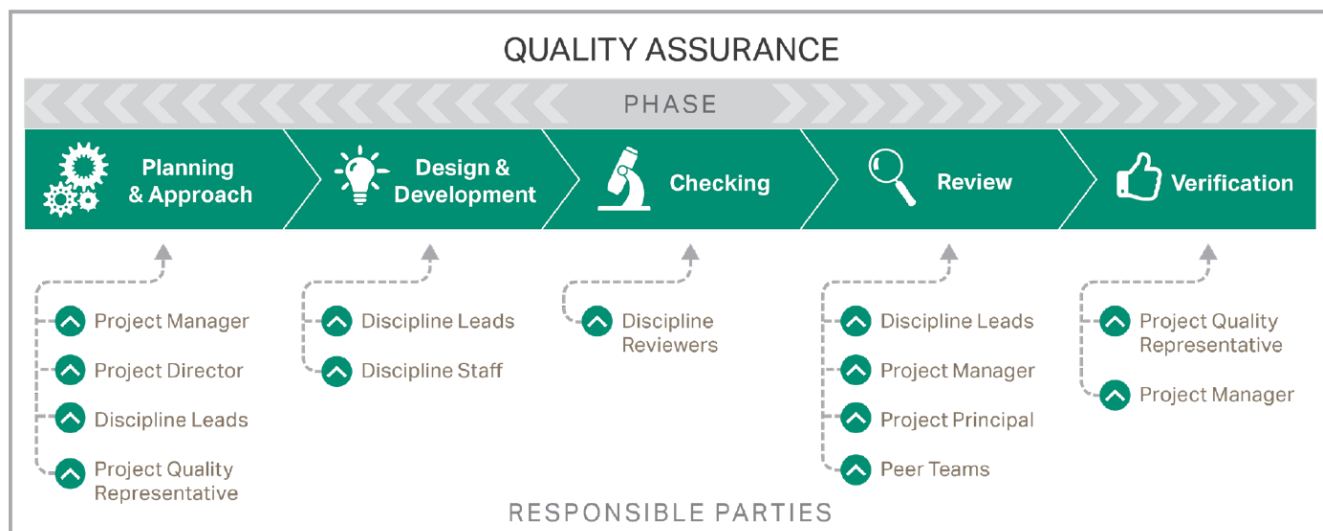
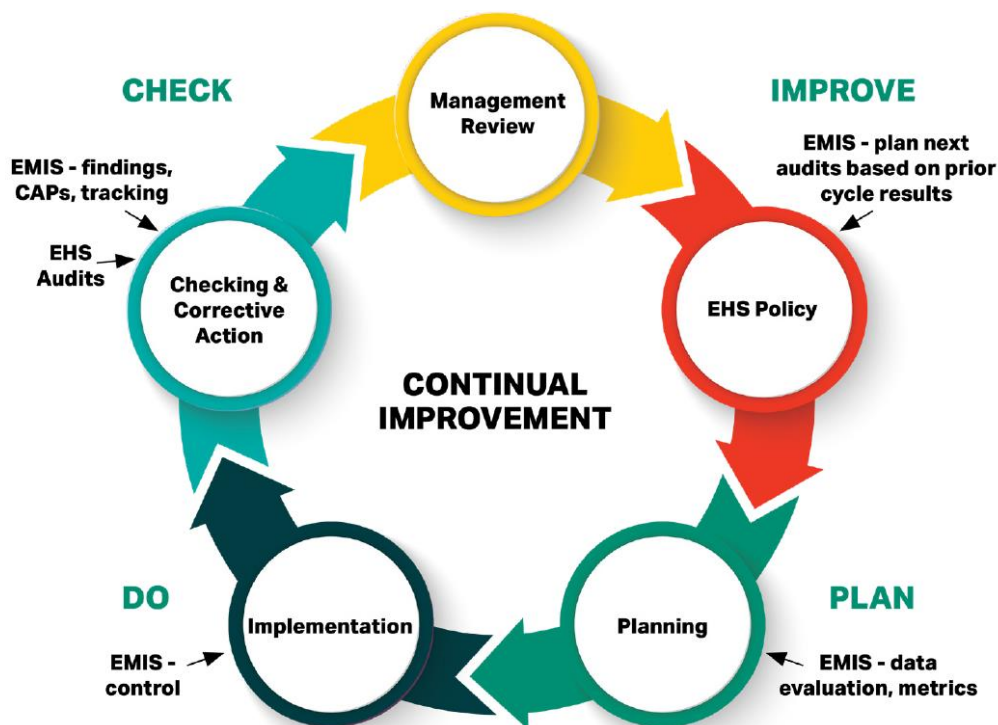


Figure 3 – AECOM Continual Improvement Process



Project Cost Management

The PRE & AECOM team employ comprehensive strategies to manage and control costs throughout the lifecycle of a project. Here are the key components of cost management and control approach:

Cost Estimation and Budgeting

Detailed Cost Estimation: The team begins with a detailed cost estimation process, using historical data, industry benchmarks, and advanced modeling techniques to develop accurate initial budgets. This process involves collaboration with various stakeholders to ensure all potential costs are considered.

Budget Development: A robust budget is developed based on the detailed cost estimates. This budget serves as a financial blueprint for the project, outlining expected expenditures and providing a framework for financial decision-making.

Cost Monitoring and Control

Real-Time Tracking: Utilizing advanced project management software to track costs in real-time. This allows for continuous monitoring of expenditures against the budget, enabling early detection of variances and timely corrective actions.

Variance Analysis: Regular variance analysis is conducted to compare actual costs with budgeted figures. This analysis helps identify areas of overspending or underspending, allowing project managers to adjust strategies and resources accordingly.

Change Management: Implement a structured change management process to assess the financial impact of any project changes. This ensures that all changes are evaluated for cost implications before approval, maintaining budget integrity.

Risk Management and Contingency Planning

Risk Assessment: Potential cost risks are identified and assessed during the project planning phase. Use probabilistic risk assessment tools to quantify these risks and incorporate them into the project budget as contingencies.

Contingency Reserves: Contingency reserves are established to cover unforeseen costs. These reserves are managed carefully, with clear guidelines on their use to ensure they are available when needed.

Reporting and Communication

Regular Reporting: Providing regular financial reports to stakeholders, detailing cost performance and any deviations from the budget. These reports include insights into cost drivers and recommendations for cost optimization.

Stakeholder Engagement: Continuous engagement with stakeholders ensures transparency in cost management. AECOM maintains open lines of communication to discuss financial performance and address any concerns promptly.

Technology and Tools

Integrated Cost Management Systems: AECOM employs integrated cost management systems that combine budgeting, forecasting, and reporting functions. These systems facilitate seamless data flow and provide a comprehensive view of project finances.

Data Analytics: Advanced data analytics tools are used to analyze cost trends and predict future financial performance. This proactive approach helps in making informed decisions to keep the project within budget.

03. Project Understanding and Approach

Project Understanding

AECOM has assembled a team of technical experts with significant experience in solar projects to prepare the required deliverables in the RFP for up to nine (9) project locations. AECOM understands that the nine site locations are as follows:

- A. Bus Division and Maintenance Buildings
 - 1. Imperial Avenue Division (IAD)
 - 2. Kearny Mesa Division (KMD)
 - 3. South Bay Division (SBD)
 - 4. East County Division (ECD)
 - 5. Copley Park Division (CPD)
- B. Buildings A/B/C and Mills Building with Carpark
 - 6. Bldg. A, B, C, Mills Bldg and Carpark, Pyramid Bldg
- C. Trolley Station and Transit Centers
 - 7. Iris Transit Center (ITC)
 - 8. Otay Transit Center (OTC)
 - 9. El Cajon Transit Center (ECTC)

AECOM understands that the information for each of the sites may need to be updated as further information is received, including environmental, topographical, and geotechnical information. Additionally, sites may need revisions as the amount of area available for the project may change over the period of performance. The scope will be completed separately for each of the nine sites identified above.

Project Approach

Task 1: Project Management and Coordination

Project Management and Coordination approach is designed to ensure the successful delivery of projects by employing robust methodologies, collaborative strategies, and a focus on quality, cost, and time management. Below is a summary of our approach:

Project Execution Plan (PEP)

The team develops a comprehensive Project Execution Plan (PEP) that serves as a roadmap for the successful delivery of a project. This plan outlines protocols for meetings, reporting, and coordination with the project team and establishes procedures for managing design, cost, and construction phases, ensuring alignment with the client's objectives and project requirements.

Kick-Off

The PRE & AECOM's team effort begins with a Kick-Off Meeting with MTS after receiving a Notice to Proceed and awarded contract documents. At this time, the team will present a Preliminary PEP and seek feedback from MTS to establish the accepted baseline schedule.

As defined in the RFP, there will be two distinct phases of work (desktop and detailed analysis). In addition, the first phase of the team's effort will also focus on establishing program administration, setting transparent communication avenues, and regular interactions between MTS, PRE, AECOM, and stakeholders to ensure project success. With the repeatable process of site screening and assessments described in the following phases, we will clearly define the most efficient process for identifying successful opportunities for solar deployment in City-owned properties. The team sees the longevity and future benefit of creating a streamlined process for widespread and equitable access to solar renewable energy.

Project Coordination

PRE's Project Manager Eric Roe and AECOM's project manager **Guilherme Gallon** will be responsible for arranging and documenting monthly project meetings to ensure effective communication and progress tracking. These meetings will serve as a platform to review the status of deliverables, address emerging risks, and discuss cost and schedule updates. The team is available for both virtual and onsite meetings, when feasible and possible, to maintain flexibility and accessibility.

Virtual meetings will be conducted via MS Teams or another agreed communication platform, while onsite meetings will provide opportunities for in-person collaboration.

Technical Approach

AECOM employs a comprehensive and methodical approach to solar and energy analysis, leveraging advanced tools and multidisciplinary expertise to optimize renewable energy solutions. Below is an overview of our methodology:

1. **Feasibility Studies:**
 AECOM conducts detailed feasibility studies to evaluate the technical and economic viability of solar PV installations. This includes site assessments, shading surveys, and infrastructure reviews. Using industry-standard tools like PVSyst, or equivalent, we model energy generation, efficiency, and shading losses to produce accurate energy yield estimates. These studies help identify the most suitable sites and configurations for solar installations.
2. **Energy Modelling:**
 AECOM develops energy models that incorporate site-specific data, such as solar profiles, demand patterns, and shading considerations (using software Solar Anywhere). These models allow us to analyze energy generation, self-consumption rates, and reductions in grid electricity imports. For hybrid systems, we also model battery energy storage systems (BESS) to optimize energy utilization and grid connection.
3. **Financial Modelling:**
 AECOM performs high-level financial appraisals to estimate capital expenditure (CAPEX), operational expenditure (OPEX), and revenue from avoided import costs and export opportunities. We calculate key financial metrics such as internal rate of return (IRR), net present value (NPV), and payback periods over a typical 25-year lifespan. This analysis can be refined using contractor quotes and site-specific details as projects progress.
4. **Preliminary Design:**
 AECOM provides initial layouts and construction plans, including the placement of PV panels, inverters, transformers, and cable routes. These designs also consider temporary laydown areas and access routes for construction. While detailed engineering is not included at this stage, datasheets of main components are provided to establish the design basis.

Deliverables:

- **Project Execution Plan** – At the project Kick-Off meeting, AECOM will provide an initial project execution plan, which will include a baseline schedule, representing project milestones and deliverable dates required to achieve MTS's stated completion date.

Task 2: Solar and Energy Analysis

Desktop Assessment

AECOM will review the viability of various solar photovoltaic (PV) generation technologies on the nine (9) facilities identified in Project Understanding section. In addition to reviewing data sources provided by MTS for each location and best practices.

Building Analysis

AECOM will generate preliminary layouts for each site based on site constraints and setbacks required to comply with locally adopted zoning and fire codes. These layouts will then be used in a desktop analysis of each site to generate site specific production estimates. Production estimates will be generated with industry standard modeling software, Helioscope (Appendix, A), using site specific climatic data, layouts, and shading. Generic, typical equipment will be selected for each site model based on the service voltage and roof/canopy/ground mount present. This will allow for a basis of comparison between the sites.

Site analysis will be paired with the data provided by MTS to perform an initial Solar PV and BESS feasibility review of MTS's administration facilities. Criteria will be weighted/ranked according to guidance provided by our team of experts and MTS feedback and desires. This will be an iterative process where the criteria are weighted and then combined into a cumulative suitability surface that will be used to score each potential PV location on its suitability.

Rooftop Criteria

AECOM will use the following siting criteria to assess building feasibility for Rooftop systems. Provided drawings and other documents representing the existing facilities as well as publicly available data (e.g. Google Earth, GIS data sets) will be utilized as the basis for the reviews.

- Annual building energy load data
- Zoning regulations and fire codes
- Roof area and direction (aspect)
- Roof characteristics and conditions
- Shading from trees and other obstructions

Canopy or Carport Criteria

AECOM will use the following sitting criteria to assess impervious areas that are candidates for PV carports. Provided drawings and other documents representing the existing facilities as well as publicly available data (e.g. Google Earth, GIS data sets) will be utilized as the basis for the reviews.

- Zoning regulation
- Current and future roof canopy area
- Parking facility layout
- Shading from trees and other obstructions
- Availability of electrical interconnection
- Parking facility condition

Ground-Mounted Criteria

AECOM will use the following siting criteria to assess candidates for Ground-Mounted systems. Provided drawings and other documents representing the existing facilities as well as publicly available data (e.g. Google Earth, GIS data sets) will be utilized as the basis for the reviews.

- Zoning regulation
- Parcel Size availability
- Hydrologic features, including wetlands, streams, drainage, and floodplain.
- Proximity to Protected areas, conservation areas, The Nature Conservancy's key wildlife protection areas for solar.
- Proximity to Degraded lands, including brownfields, capped landfills, and remediated areas.
- Shading from trees and other obstructions
- Site topography

Battery Energy Storage System (BESS) Feasibility

AECOM will research viable storage technologies for each location. A comparative analysis of different technologies will be completed. This will be based on available data such as battery use, peak shaving, demand response, emergency backup, location, space constraints, BESS required fire protocols, and economics. AECOM will seek available data from MTS for each building that may include:

- Utility tariff details
- Site layout and any related information regarding local space constraints or required setbacks.
- Any information available related to critical loads apart from the standard backup load requirements from local code.

Where site specific data is lacking, AECOM will utilize available databases as well as industry standards to fill in missing information and make other general assumptions on facility condition, energy use, etc. as needed.

AECOM will summarize the region's local utility rate structures available in the area that can provide additional financial benefits by integrating a battery storage system. This preliminary appraisal of a battery storage system will only include grid-interactive operation and will not consider other benefits (e.g., resiliency). Eligibility for desirable utility tariffs will be included in the screening process to identify sites that may benefit from the addition of a battery storage system.

Deliverables:

- Summary of Report and Estimates.

Assumptions:

- AECOM will prepare an RFI and expects collaboration as quick response from the Client. Data requested will include, for each facility, but is not limited to, energy bills, as-built drawings, electrical plan, energy consumption growth, etc.

Task 3: Electrical and Structural Analysis

This task kicks off with a Site Visit at each of the nine facilities (or less if any is deemed not suitable), analyzing and documenting environmental, electrical and structural components. Based on the results from the site visit, AECOM will refine the results from Task 2, which will be further analyzed for their economic feasibility in Task 4.

Site Visit

AECOM will visit the selected facilities for structural and electrical assessments. The site visit consists of visually inspecting and photographing the site/building conditions (no testing activities).

- **Electrical Analysis**
 An evaluation of the building's electrical systems will be conducted, utilizing existing drawings and current field conditions, to ascertain the adequacy of the existing system and identify necessary modifications and improvements. To comprehensively assess potential conduit routing paths within existing structures, access to electrical rooms or other areas restricted to qualified personnel is crucial. Should access to these areas be unavailable during site visits, the design process will include assumptions about conduit routing from the building's exterior to its interior. However, it will not provide details or insights into conduit routing through interior spaces.
- **Structural Analysis**
 AECOM will provide engineering analysis on the structural integrity of each rooftop and evaluate adding carport structures to support solar panels in the open parking areas based on existing drawings, as-built drawings, and information gathered during site visits. AECOM will perform a structural assessment of the existing roofs with the expected additional forces of the proposed solar panels and associated infrastructure for the current applicable building codes. AECOM will assume that the additional proposal solar panel forces are less than 5% of the original design dead loads. AECOM will use the solar layouts provided in Task 2 to estimate the expected load of solar panels.

Revised Site Layout and Performance Estimate.

Building upon results from the Site Visit and Electrical and Structural analyses, AECOM will refine the Solar and Energy analysis, making the necessary adjustments in terms of structural and electrical constraints. Additionally, AECOM will provide recommendations on the likely electrical and structural modifications.

Deliverables:

- Summary of Report and Estimates.

Assumptions:

- AECOM will prepare an RFI and expects collaboration as quick response from the Client. Data requested will include, for each facility, but is not limited to, energy bills, as-built drawings, electrical plan, energy consumption

growth, etc.

- Access to all facilities will be granted and an electrician will be escorting the team to open all electric cabinets and systems.

Task 4: Economic, Feasibility, and Financing Analysis

AECOM will conduct a cost estimation, feasibility and financing analysis for each of the nine locations indicated by MTS. Our estimates will include the price per watt, total installation costs, and estimated tax credits for each facility.

Following the cost estimates, AECOM will calculate potential cost savings by estimating annual electricity generation and the offset in electricity costs. This assessment will consider factors like location, weather, and solar panel type, with electricity costs sourced from utility companies or the Energy Information Administration (EIA). We will also project electricity cost escalation based on EIA data.

Our cost-benefit analysis will evaluate the project's lifetime, considering inflation rates of 1%, 2%, 3%, and 5%. The analysis will highlight the anticipated payback period and return on investment (ROI), providing a clear view of the project's financial benefits.

Deliverables:

- Summary of Report and Estimates.

Assumptions:

- AECOM will prepare an RFI and expects collaboration as quick response from the Client. Data requested will include, for each facility, but is not limited to, energy bills, as-built drawings, electrical plan, energy consumption growth, etc.

Financing Analysis Process

- **Economic Feasibility and Payback Period**
AECOM conducts a detailed financial appraisal for each solar installation, which includes estimating capital expenditure (CAPEX) and operational expenditure (OPEX) using industry benchmarks and supplier information. We calculate the internal rate of return (IRR), net present value (NPV), and payback periods over a typical 25-year lifespan. This analysis helps determine the economic feasibility of each project and provides realistic project costing forecasts.
- **State and Federal Rebate/Incentive Programs**
AECOM identifies and evaluates available state and federal rebate and incentive programs to enhance the financial viability of solar projects. This includes researching and applying for applicable programs that can offset initial costs and improve project returns.
- **Electricity Rate Schedules**
We analyze applicable electricity rate schedules to optimize the financial performance of solar installations. This involves understanding the current and projected electricity rates to maximize savings from reduced grid electricity imports.
- **Net Metering and Utility Incentives**
AECOM assesses the applicability and cost-effectiveness of net metering and other utility incentives, such as SDG&E's Self-Generation Incentive Program (SGIP). We evaluate these programs to determine their impact on project economics and potential revenue streams.
- **Cost of Necessary Upgrades**
We provide estimates for any necessary upgrades related to structural, architectural, or other site-specific requirements. This includes assessing the need for infrastructure improvements to support solar installations and incorporating these costs into the overall financial analysis.
- **Recommended Financing Methods**
AECOM recommends financing methods tailored to each project's needs, such as direct purchase, leasing, or Power Purchase Agreements (PPA). We evaluate the benefits and drawbacks of each option to provide clients

with the most suitable financing strategy for their solar projects

Task 5: Preliminary and Final Report Documentation

Preliminary Report (50%)

The 50% preliminary report will summarize the desktop and energy assessment findings for the nine main locations (Task 2) including findings from the site visit and electrical and structural analysis. The energy results will be updated to account for any modifications required (Task 3). The report will include, at minimum:

- General review of solar system technologies and efficiencies.
- Minimum and maximum recommended installation capacity of solar equipment.
- Electrical and Structural feasibility for each of the subject buildings and carports (nine main locations, including all individual areas within each main location). Applicability of integrating the solar system with existing charge management system at Bus Division.
 - Revised generation of energy, given the available space and electrical and structural constraints, including, but not limited to
 - Revised size of the project per facility
 - Revised Solar PV Layout
 - 8760 times series for each of the nine main locations
- Comparison of actual electricity consumption of each facility (Exhibit A) to the optimized system size and output and anticipated electrical savings from solar equipment.
- Energy storage systems (battery storage) and their applicability to each location, and their capability to integrate with existing systems at each site.
- Environmental and California Environmental Quality Act (CEQA) review.
- Recommendations on the necessary electrical and structural modifications.

Assumptions:

- AECOM will prepare an RFI and expects collaboration as quick response from the Client. Data requested will include, for each facility, but is not limited to, energy bills, as-built drawings, electrical plan, energy consumption growth, etc.
- Access to all facilities will be granted.
- An electrician will be escorting the team to open all electric cabinets and systems.
- Structural adequacy will be based on review of existing documentation and visual assessments
- 8760 times series will not include battery storage (BESS) integration.

Final Report

The Final Report will summarize the entire study, including results from Task 4 in addition to the already presented results in the 50% Preliminary Report. The report will include, at minimum:

- Results already presented in the 50% Preliminary Report.
- Comprehensive review of solar system technologies and efficiencies.
- Preliminary schematic drawings/and cost estimates.
- Economic feasibility and financing analysis for each of the nine main locations including:
 - Project costing forecasts.
 - Payback time.

- State and federal rebate/incentive programs.
- Applicable electricity rate schedules.
- Net metering applicability and cost effectiveness or any other utility incentive/subsidy (ex. SDG&E's Self-Generation Incentive Program (SGIP), which includes solar/battery storage installations.
- Rough Order of Magnitude (ROM) cost estimate for the necessary upgrades indicated in Task 3, if any.
- Recommended financing methods.

04. Project Schedule

The PRE & AECOM team employs a robust project management approach to ensure adherence to proposed schedules. Our methodology includes the development of a comprehensive Project Execution Plan (PEP), which serves as a roadmap for project delivery. This plan outlines protocols for meetings, reporting, and milestone tracking, ensuring all stakeholders are aligned from the outset. We also implement a 30- to 60-day lookahead plan, which includes resource deployment, document control procedures, and the establishment of reporting schemes. This proactive planning allows us to identify design milestones, authority approvals, and any potential risks early in the process, ensuring the project remains on track.

AECOM's Earned Value Management (EVM) approach is another critical tool for monitoring progress against the schedule. This method fosters a "no surprises" culture by providing accurate program-level forecasting, enabling clients to make informed decisions regarding financial planning, project approvals, and resourcing. Should any potential issues arise, our team implements contract change management procedures, including Early Warning and Compensation Event mechanisms, to mitigate cost and time impacts.

Project Schedule

In Table 2 below, proposed is a 120-day schedule that meets the requirements as presented by MTS in the RFP. AECOM has extensive experience delivering numerous studies similar in size and scope, and believes the original 120-day schedule referenced in the RFP is a considerably tight turnaround for a project of this size; therefore, we suggest extending the project schedule by 30 to 60 days as a contingency for completing each task and to accommodate any unforeseen circumstances.

Table 2 – Project Schedule

Activity	Weeks																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
NTP																	
K-O Meeting																	
Task 1 - Project Mgmt																	
Task 2 - Solar and Energy Analysis																	
30% Preliminary Report																	
Task 3 - Electrical and Structural Analysis																	
60% Preliminary Report																	
Task 4: Economic Feasibility and Financing Analysis																	
Final Report																	

Local Resources

AECOM's San Diego office is a key component of our Southern California operations, boasting a robust team 370 staff members with extensive capabilities including a solar electrical and structural team to support site walks and/or in-person

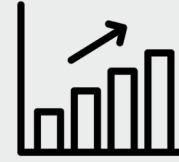
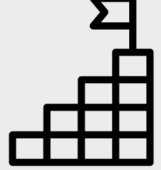
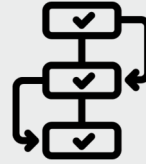
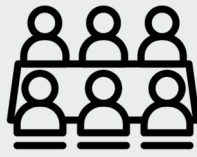
client requests. Our office is well-equipped to handle a wide range of projects, offering innovative solutions and maintaining excellent safety and quality records. Mario Coria, PE, our proposed Deputy Project Manager and Electrical Engineer for the Site Visit is based out of our San Diego office, located at 401 West A Street, Suite 1200, San Diego, CA 92101.

The San Diego office comprises architects, interior designers, engineers, urban planners, landscape architects, strategic planners, and specialists in economics, asset advisory, energy, and high-performance buildings. They are supported by an extensive network providing access to more than 18,000 staff nationwide and 47,000 staff worldwide, allowing us to offer specialized services without needing to source outside providers.

Our San Diego team is known for its proven leadership and commitment to delivering high-profile projects with regional agencies such as the San Diego Association of Governments, Port of San Diego, Caltrans, and the County of San Diego. The team is cross-trained and multi-disciplined, enabling personnel to perform multiple roles on contracts. This flexibility and readiness ensure that our key and support personnel are available and ready to support the MTS and other clients. Our local presence and strong relationships with stakeholders will facilitate the timely delivery of projects, ensuring that we meet and exceed MTS's expectations.

05. DBE Subcontractor Utilization Plan

As the DBE Prime, Pacific Railway Enterprises, Inc (PRE) will be utilized on this project. Our team is led by a small business with the technical support of AECOM. Although there is no established DBE requirement, AECOM is committed to helping PRE develop additional expertise. AECOM will lead the technical work with PRE leading project management with support from AECOM.



ADMIN FACILITY ROOF SOLAR ASSESSMENT PROJECT TEAM RESUMES

SBMF ZEB Team Staff Member
Eric Roe
Guilherme Gallon
Mario Coria, PE
Ivan Welander, PE
Chris Houck
Miguel Contreras
Lovneesh Nigam
Stephanie Ruybal, MSc Eng, PE
Kristin Bernard, PE
Cindy Kinkade

EDUCATION

Bachelor of Science
Electrical Engineering
Rensselaer Polytechnic
Institute
Troy, NY

Union Pacific Signal
Training - Signalman
Curriculum

US Department of
Transportation -
Transportation Safety
Institute - Transit Safety
and Security Program
Certificate

**PROFESSIONAL
AFFILIATIONS**

Member AREMA
AREMA Committee 39 -
Positive Train Control

REFERENCES

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619-550-9858

EMPLOYMENT HISTORY
Pacific Railway Enterprises,
Inc.: 01/2020 - present

North County Transit
District
03/2011 - 12/2019

Union Pacific Railroad
10/2005 - 03/2011



Eric Roe has worked in the railroad and transit field for 19 years gaining broad experience in railroad signaling, communications, and Positive Train Control. Mr. Roe was North County Transit District's Program Manager for their successful implementation of Positive Train Control. Additionally, Mr. Roe has experience in railroad and transit operations. Mr. Roe's experience gives him a unique perspective of deep knowledge of railroad signaling but also the application and effect on railroad operations.

REPRESENTATIVE PROJECTS INCLUDE:

Sonoma-Marin Area Rail Transit (SMART) - Petaluma North Station, Petaluma, CA: As Signal Design lead, responsible for the railroad signal design modifications to 7 crossing, a new control point with station gauntlet track. Timeframe: January 2023 - May 2023

Riverside County Transportation Commission (RCTC) - Riverside Downtown Metrolink Station At-Grade Crossing, Riverside, CA: As Task Lead, responsible for project management and conceptual design of at-grade crossing improvements for the north platform's existing crossings. Timeframe January 2023 - October 2023

Riverside County Transportation Commission (RCTC) - Perris South Track, Platform and Layover Expansion Project, Perris, CA As Task Lead, responsible for project management and design of wayside signal and pedestrian crossing modifications on Metrolink Operated Tracks. Project includes a new pedestrian crossing, a new control point, and modification of an existing control point and modification of intermediate signals. Timeframe February 2023 - Current

Riverside County Transportation Commission (RCTC) - Perris Valley Double Track Project, Perris, CA: As Task Lead, responsible for project management and design of wayside signal modifications on Metrolink Operated Tracks. Project includes two need intermediate signals, 18 leaving signals on hand throw switches, modifications to two control points. Timeframe September 2023 - Current

Los Angeles Metropolitan Transportation Authority (Metro) Link US, Los Angeles, CA: As deputy project manager supported the railroad signal design of the project, worked with civil discipline concerning planning of phasing of the signal system at Los Angeles Union Station and developed estimates in support of the work. The project is complex in nature, requiring minimal disruption to Metrolink service during construction, which consists of raising the grade on all tracks and rebuilding all platforms. This project is planned to be delivered via CMGC. Timeframe: February 2020 - Current

Los Angeles Metropolitan Transportation Authority (Metro) - Brighton to Roxford Double-Track (Regional Rail), Sun Valley, CA: As task leader supported the railroad signal and communications design of the project, worked with civil discipline concerning planning of phasing of the signal system on the Metrolink Valley Subdivision and developing estimates in support of the work. Project included multiple locations of double track and a new station platform. Timeframe: March 2020 - Current

Los Angeles Metropolitan Transportation Authority (Metro) - Orange Line Pilot Gate, Los Angeles, CA: As Task Lead, responsible for project management and design of grade crossing systems for the Metro Orange Line Bus Rapid Transit pilot location to determine the feasibility of using crossing gates to protect busses on a dedicated right of way. Project included using vital traffic loops to detect busses but not maintenance vehicles operating on the busway. Timeframe: May 2020 - March 2023

Southern California Regional Rail Authority - Wireless Crossing Nearside Station Stop - Southern California Regional Rail Authority, Pomona, CA: Created Federal Railroad Administration (FRA) Test Plan and Test Request for testing of the Wireless Crossing Nearside Station Stop (WCNSS). Supported laboratory testing of WCNSS of On-Board software from the locomotive to the wayside performing all tests from test plan. Supported field testing at Calabash Crossing performing all tests from test plan with test trains. Timeframe: April 2020 – October 2022

MRCOG (Mid-Region Council of Governments of New Mexico) - Positive Train Control, Albuquerque, NM: Responsible for technical support providing submittal reviews and comments for the agency during the implantation of Positive Train Control. Timeframe February 2020 – November 2022

Riverside County Transportation Commission (RCTC) - Moreno Valley March Field Double Track, Riverside, CA: As Task Lead, responsible for project management and design of wayside signal and pedestrian crossing modifications on Metrolink Operated Tracks. Project included design of 3 control points, 5 intermediate signal locations, and 1 pedestrian crossing. Timeframe January 2020 - Current

Riverside County Transportation Commission (RCTC) - Coachella Valley Special Event Train Platform, Indio, CA: As Task Lead, responsible for project management and design of wayside signal modifications on Union Pacific Owned Tracks. Project included design of new electrically locked switch location and removal of existing switch. Timeframe February 2020 - August 2020

Riverside County Transportation Commission (RCTC) - Riverside Downtown Metrolink Station Track and Platform, Riverside, CA: As Task Lead, responsible for project management and conceptual design of wayside signal modifications of BNSF Owned Control Points. Project included design modifications for new station platform and Customer Information Systems on the platform. Timeframe February 2020 – December 2020

North County Transit District (NCTD) - Positive Train Control, Oceanside, CA: As Program Manager, responsible for delivery of NCTD's Positive Train Control Program. The Positive Train Control program consisted of 21 vendor implemented projects including the installation of fiber optic cable along the entire Right-of-Way, replacement of relay control points with microprocessor controlled control points, installation of Wayside Interface Units (WIU), radio spectrum, Centralized Traffic Control System, and the Positive Train Control Vendor-Integrator. NCTD has 4 tenant railroads which needed to be integrated with NCTD's PTC System. Mr. Roe interfaced with all tenant railroads, the Federal Railroad Administration (FRA), and the California Public Utilities Commission (CPUC). NCTD's Positive Train Control Projects was one of only 4 in the nation to meet full implementation of the December 2018 deadline. Timeline: August 2012 - December 2018

Amtrak - Carlsbad Double Track Project, Carlsbad, CA: As NCTD's Manager of Signal, responsible for ensuring contractor installed equipment conformed to NCTD standards and ensure in service tests conformed with NCTD and FRA Standards. Coordinated with operations on test trains for in service crossing testing. Timeframe April 2011 – January 2012

North County Transit District (NCTD) - San Diego Quiet Zone Project, San Diego, CA: As NCTD's Manager of Signal, responsible for ensuring contractor installed equipment conformed to NCTD standards and ensure in service tests conformed with NCTD and FRA Standards. Coordinated with operations on test trains for in service crossing testing. Timeframe: April 2011 – November 2012



Guilherme Gallon

Technical Project Manager

Education MS, Mechanical Engineering (Renewable Energy), Universidade Federal do Rio Grande do Sul, 2019 BS, Mechanical Engineering, Universidade Federal do Rio Grande do Sul, 2015	Licenses CREA-RS 212409 Conselho Regional de Engenharia e Agronomia (Regional Counsel of Engineering and Agronomy)
Years of Experience With AECOM: 2 With Other Firms: 8	Languages English, Spanish, Portuguese

Mr. Gallon is a Technical Project Manager at AECOM for the Energy department. He has over 10 years of experience in the renewable energy sector and supports AECOM wind, solar, hydrogen, and electrification projects by providing technical expertise and project management.

Guilherme has over 10 years of experience in renewable energy, specializing in wind resource analysis, energy yield assessments, wind farm performance analysis, and RCA of WTGs failed components. His expertise extends to field inspections, encompassing a comprehensive understanding of WTG technology, including the manufacturing process of several WTG components, particularly blade manufacturing.

He is currently working on projects for the development of both onshore and offshore wind and with the decarbonization of the energy system involving the power, industrial and transportation sectors through renewables, electrification, hydrogen and carbon capture technologies.

Selected Project Experience

City of Palo Alto, California. Team member of a power line upgrade for the City of Palo Alto, responsible for the site visit and inspection of the power line poles and their current state. 2025

City of Detroit, Illinois. Deputy Project Manager of an EV Fleet electrification study of over 2,500 vehicles. Guilherme is currently supporting the team on keeping the project within schedule and budget. 2023

Areas of Expertise
Wind farm design and operation
Wind turbine (WTG) suitability and site conditions
Wind resource and energy assessments
WTG layout optimization and technology
WTG Root Cause Analysis
Project Management

SMART, Michigan. Project Manager of a facilities assessment to investigate potential solutions to a Zero Emission Fleet Plan Alternative Fuel Analysis. AECOM is assisting the Client with choosing a suitable micro-scale renewable energy generation alternative to offset their emissions and increase resilience in their system. After a thorough analysis and discuss with the Client, Solar PV arrays are being evaluated both for rooftop and canopy (at parking lots). Ongoing project. 2024

Confidential Client, New Hampshire. Team member of an electrification plan for the Manchester-Boston regional airport, responsible for the mitigation options to reduce peak load due to charging of vehicles, airplanes and airport equipment. 2023

Brookfield, USA. Project Manager of a portfolio of Solar PV projects (over a dozen) spread across several states within mainland USA. The Client is acquiring projects from a developer and seeks AECOM's assistance with Due Diligence and Owners Engineering work. Ongoing project. 2024

Confidential Client, California. Project Manager and technical writer of a site selection process for a biomass-to-hydrogen facility, with carbon capture, in California. The goal was finding a suitable location for the facility while considering capital and operational costs and the feasibility of the project. 2023

Union City, California. Project Manager of a Solar PV replacement project for the Union City Sanitary District. AECOM is assisting the Client with the replacement strategy, from the evaluation of the current Solar PV array to the design of the new Solar PV array and preparation of documents for approval. Ongoing project. 2024

Guilherme Gallon

Confidential Client, California. Project Manager of a pre-feasibility analysis for the implementation of either or both Solar PV and BESS in California. A hybrid option (PV+BESS) is also being considered. Ongoing project. 2024

SDG&E SUG Program, California. Mr. Gallon developed a solid procedure for subcontractors' time keeping and invoicing, saving the team hundreds of hours in Project Controls, ensuring compliance with the client requests and guaranteeing subcontractors' satisfaction on payment schedule. 2024

Confidential Client, California. Deputy Project Manager and Technical Lead for a wind measurement campaign in California. A remote sensing device (LiDAR) was deployed at a confidential location and served as input for the wind resource characterization. An energy assessment has been carried out subsequent of the measurements. 2023-2024

SMUD, California. Project Manager and technical lead for an upgrade campaign of meteorological towers at Solano wind farm. The wind farm is being repowered with larger turbines and requires the installation of taller met towers to comply with CAISO regulations. 2023-2024

Canadian National Railway, Illinois. Mr. Gallon supported the team in the development of a renewable energy generation strategy for a water treatment facility in Illinois. The goal was to offset their energy bill with local generation from solar and/or wind resources. Guilherme led the wind analysis and the procurement of small-scale wind turbine suppliers. 2022

Orsted, California. Mr. Gallon supported the team in the preliminary transmission and permitting study for the Morro Bay and Humboldt Wind Lease Areas (WEA) by providing expertise on the wind resource and energy production potential for each WEA. The expected daily and annual production profiles were also taken into account to better understand the capacity needs for each transmission line. 2022

Confidential Client, Blade Factory Inspection, Fortaleza, Ceará, Brazil. Quality control inspector responsible for visiting and auditing a blade factory in Brazil. The visit was specific to the Vestas V150 blade assembly line of the factory. Guilherme participated in meetings with the factory team and reviewed documentation and procedures related to a specific blade model followed by a site visit in the assembly and production areas of the factory. [Prior to AECOM] [3/2021 - 6/2021]

Confidential Client, Nacelle Factory Inspection, Fortaleza, Ceará, Brazil. Quality control inspector responsible for visiting and auditing a nacelle factory located in Brazil. The visit was specific to the Vestas V150 nacelle assembly line of the factory. Guilherme participated in meetings with the factory team and reviewed documentation and procedures related to a specific turbine model followed by a site visit in the assembly areas of the factory. [Prior to AECOM] [3/2021 - 6/2021]

Confidential Client, Wind turbine Overspeed Root Cause Analysis, João Câmara, Rio Grande do Norte Brazil. Project manager and main technical resource for the investigation of a Vestas V110 wind turbine overspeed event which culminated in the break of all blades and the drivetrain. Guilherme delivered a solid and detailed root cause analysis report depicting the root causes of the catastrophic event. The report proved that the O&M team has failed to service the turbine appropriately and this culminated in the overspeed event and subsequent failure. The RCA report was used to leverage the insurance company's negotiation with the O&M and saved them over \$1M. [Prior to AECOM] [12/2020 - 7/2021]

Confidential Client, Visual Inspections, Bahia, Brazil. Wind turbine inspector performed turbine visual inspections on four Acciona wind turbines as part of a M&A process. [Prior to AECOM] [6/2020 - 10/2020]

Confidential Client, Visual Inspections, Uruguay. Performed visual inspections of six Vestas V110 wind turbines located in Uruguay as part of a continuous monitoring of the wind farm. [Prior to AECOM] [5/2019 - 6/2019]

Confidential Client, Visual Inspections, Uruguay. Performed visual inspections of three Gamesa G114 wind turbines located in Uruguay as part of a technical due diligence process. [Prior to AECOM] [5/2019 - 6/2019]

Confidential Client, Visual Inspections, Spain. Performed visual inspections of three Vestas V90 wind turbines located in Spain as part of a technical due diligence process. [Prior to AECOM] [2/2020 - 3/2020]



Mario Coria, PE

Project Manager

Education

Bachelor of Sciences in Electrical Engineering, San Diego State University
University of California San Diego
Power Systems Engineering Certificate, 2017

Years of Experience

With AECOM: < 1
With Other Firms: 23

Registrations/Certification

Professional Engineer License, CA
20809 EIT #109228
Certified Engineer Manager (CEM)
2020
Notary Public-California,
commission # 2103463
Security Clearance (SECRET)
CONUS/OCONUS Unrestricted
Travel

Mr. Coria has extensive experience in electrical engineering design, design of utility scale/commercial photovoltaics (PV) solar projects, substation design with strong 3Ø, equipment selection, calculations, and installation. His experience includes project engineering management from sales efforts to construction and operations with technical support.

Mario's work also includes electrical design using Power World, ETAP, Arch Flash, Short Circuit, protection coordination studies, power flow studies, load calculations, conductor sizing, raceway fill, steady state and transient voltage drop, and storage energy systems. He also has experience with MV and LV power equipment; switchgear, panelboard, transformer, panel schedule, MCCs. O-Calc, NEC, AutoCAD, NFPA 70E, PVSyst.

Selected Project Experience

AECOM, San Diego, California. Project Manager, Electrical Engineer, Energy. Assist customers in the engineering process of their grid tie utility scale and commercial PV Solar projects. Engineering due diligence, feasibility studies, location/site evaluation, point of interconnection infrastructure assessment, pre-construction documentation reviews, support AHJ permitting efforts, energy studies, review of engineering drawings (IC, IFP, IFC), construction life-cycle reports review, commissioning test reports review, onsite inspection of projects during all stages of construction. Deputy project manager for PV Solar/Battery Storage Energy System projects. Proposal cost and schedule.

Novel Energy Solutions, Chula Vista, California. Senior solar PV design engineer. Design of 1MW and above solar PV power plants in the U.S. [Prior AECOM]

CONUS/OCONUS, Risk Mitigation Consulting, Chula Vista, California. Senior electrical engineer. Mission assurance assessments for Navy and Marines installations task critical assets utility supporting infrastructure. Implemented utility and mission analysis of DoD, DON, DCIP, and master planning for utility systems. [Prior AECOM]

National Engineering & Consulting, Lake Forest, California. Electrical engineer. Commercial power systems design engineering for construction documents, lighting and controls (Title 24), electric power equipment distribution, calculations for project deliverables. [Prior AECOM]

Independent Energy Solutions, Vista, California. Senior project design engineer. Design utility scale and commercial PV Solar projects in southern California. [Prior AECOM]

ABB, Field Service Engineer Level III, California, Chile. Supervise, service, and commission utility scale inverters in >500MW PV solar plants in California, SOLARSTAR (Sunpower), TOPAZ (First Solar) and Chile, el Salvador PV Solar plant (SunPower). [Prior AECOM]

Herca Solar, Oceanside, California. Engineering manager. Engineering manager for commercial and residential solar PV projects. Supervise residential solar projects. Design and implement commercial solar projects. Site evaluation assessment for commercial. Building where we review and analyze electrical main service panel for compatibility with the new loads and equipment. [Prior AECOM]

Mario Coria, PE

CG Power Solutions, PV Solar Projects, California, Arizona, and New York. Design, engineering, construction management, and commission of 23MW AC IVSC I (Imperial Valley Solar Company I) located in Niland, CA. [Prior AECOM]

REC Solar, PV Projects. Design engineer. Manage and design commercial/residential solar energy systems in San Diego and Orange counties. Responsible for quality of design site valuations, layouts, plans, jurisdiction permits, system performance, electrical performance, production, design, rebate process/mechanical design, and permitting process. Provide engineering support to engineers, sales, customers, and electricians. Trained of electricians and installation crews. Create BOM, engineering processes and new product implementations. Commercial buildings assessment studies for electrical equipment compatibility with new PV Solar equipment. [Prior AECOM]



Ivan Welander, PE

Electrical Engineer

Education

BS, Electrical Engineering,
University of Wisconsin, Madison,
2014

BS, Biological Aspects of
Conservation, University of
Wisconsin, Madison, 2003

BS, Botany, University of
Wisconsin, Madison, 2003

Years of Experience

With AECOM: 8
With Other Firms: 5

Areas of Expertise

Renewable Energy
Energy Storage
Substation Engineering
Transmission & Distribution
Power Systems Engineering
Protection & Control

Registrations/Certifications

Registered Professional Engineer, California (Electrical,
#22245, 2017); Michigan (#6201070082, 2020 LAPSED);
Minnesota (#58250, 2020); New York (#105108, 2021); Utah
(#12921410-2202, 2022)

NFPA 70E Electrical Safety in the Workplace Training

AECOM Field Safety Training

PG&E Hydro Field Safety Training

MREA PV Site Assessor Training

Professional Affiliations

Member IEEE Power & Energy Society

Mr. Welander is an electrical engineer who brings an analytical and open-minded approach to all power engineering projects. He joined AECOM's Energy business line to share project expertise spanning transmission, distribution, substations, and renewable energy.

Ivan has been a key contributor on many projects at AECOM particularly in engineering and design for renewable energy projects such as solar photovoltaic , wind power, and battery energy storage, as well as hydroelectric generation, substation, transmission, and distribution. His project work includes power systems studies, interconnections, project feasibility studies, owner's engineer services, detailed design for construction, and other electrical engineering services.

Selected Project Experience

SunPower Corporation, Solar Photovoltaic (PV) and Energy Storage Electrical Design and Engineering, John F Kennedy Airport, New York, NY. Electrical Engineer, provided electrical design and engineering for a 10MWac solar PV carport system and 7.5MW/25MWH energy storage at JFK airport. Project interconnections included both new service for export to ConEd and integration with JFK's existing 13.8KV AirTrain system. Provided electrical plans and specifications for PV/ESS and MV distribution, short circuit, coordination, and arc flash studies, system protection design for export/non-export, and construction support.

Goldman Sachs Renewable Power (GSRP), Owner's Engineering, Various Locations, Nationwide. Electrical Engineer, provided owner's engineering support across a large portfolio of renewable and energy storage projects with a focus on substation and transmission design reviews. Reviewed contracts, drawings, specifications, studies, submittals, testing, commissioning, and energization plans for best practice and compliance with industry standards and contract documents.

Enel Green Power, Cascade Energy Storage Project, Stockton, CA. Electrical Engineer, provided substation and facility design for a 50MVA battery energy storage system interconnection to the CAISO controlled grid. Design included a 60kV-34.5kV project substation and 60kV gen-tie to interconnect at the adjacent PG&E Weber substation.

Engie North America, Inc., Renewable Projects Owner's Engineering, Various Locations. Electrical Engineer, provided owner's engineering support for two solar PV project substations 60MVA, 115kV-34.5kV and 60MVA, 70kV-34.5kV respectively. Reviewed drawings and studies for best practice and compliance with industry standards and contract documents. .

San Francisco Public Utilities Commission, San Joaquin Pipeline Solar Project, Oakdale, CA. Electrical Engineer, provided owner's engineering technical support for a grid-tied solar PV with battery energy storage backup retrofit project to provide power for critical infrastructure at three remote water supply facilities for SFPUC.

San Francisco Public Utilities Commission, Bay Corridor Transmission and Distribution Project, San Francisco, CA. Electrical Engineer, acted as owner's engineer for SFPUC in the development of new 230kV and 12.47kV transmission and distribution systems. In conjunction with the client and a multi-discipline project team, developed conceptual designs and basis of bid documents for a 230kV-12.47kV substation, including 62.5MVA power transformers, 230kV GIS, and 12.47kV switchgear, as well as underground transmission and distribution plans. Provided OE review for design-build contracts and construction support.

Salt Lake City Department of Public Utilities, Wastewater Treatment Plant Design and Construction Management, Salt Lake City, UT. Electrical Engineer, provided detailed design and engineering for a new 138kV-13.8kV substation for interconnection with RMP as part of a large wastewater treatment plant redesign. Design included incoming 138kV transmission takeoff, instruments, disconnects, and circuit breaker, 20MVA power transformer, 13.8kV switchgear, station grounding, lightning protection, control building and station auxiliaries.

U.S. Army Corps of Engineers Detroit District, Soo Locks Duct Bank and Feeder Replacement, Sault Ste. Marie, MI. Electrical Engineer, led electrical design and engineering for the demolition and replacement of an existing 13.8kV low pressure gas-filled, lead-covered feeder cable system interconnecting the locks and hydro-generation facility to the local utility. The new installation included a new duct bank and manhole system, new 13.8kV feeders and integration with existing cable systems and tunnel infrastructure. In close coordination with USACE and multi-discipline project team, developed a design criteria report, detailed engineering plans and specifications.

Friant Power Authority, Transformer Procurement, Friant, CA. Electrical Engineer, provided technical specifications, procurement support, and bid evaluation with transformer loss comparison, for the procurement of a new 35MVA 70kV-6.6kV power transformer to replace existing single phase transformers.

Friant Power Authority, Transformer Condition Assessment, Friant, CA. Electrical Engineer, provided a technical evaluation and condition assessment of several single-phase 70kV-6.6kV power transformers based on field inspections and testing per IEEE standards. Provided test specifications and oversight of testing subcontractors. Interpreted test results and made recommendations for the existing installation based on transformer condition.

Engie North America, Inc., Substation Expansion Conceptual Design, Confidential Location, CA.

Electrical Engineer, prepared a conceptual design to expand an existing 230kV substation for a proposed 90MW solar PV generation interconnection.

Bay Area Rapid Transit, Traction Power Substation Replacement, Bay Area, CA.

Electrical Engineer, performed design review of traction power substation replacements and provided grounding system design and calculations per IEEE 80 for several 34.5kV traction power substations using SES CDEGS.

Beale Air Force Base, Substation Replacement, Marysville, CA.

Electrical Engineer, provided detailed physical and electrical design and engineering for the replacement of an existing substation with a new 60kV-4.16kV substation. Design included re-alignment of two 60kV lines, 60kV four-position ring bus, two 60kV-4.16kV power transformers, 4.16kV switchgear, distribution, instrumentation, protection and controls, grounding and lightning protection.

Confidential Client, Wind & Solar Interconnections, Various Locations.

Electrical Engineer, prepared interconnection requests for several utility scale wind and solar PV projects. Produced site plans, single line diagrams and application documents.

Enel Green Power, Rattlesnake Creek Wind Project, Dixon County, NE.

Electrical Engineer and owner's engineer, provided review of 340MVA, 230kV-34.5kV wind generation substation and protection system plans for interconnection with Nebraska Public Power District. Provided on-site substation energization support.

U.S. National Aeronautics and Space Administration (NASA), Ames Research Center, Substation Buildout, Mountain View, CA.

Electrical Engineer, provided detailed design and engineering services on the expansion of a 115kV substation. Project work included physical, electrical design and construction engineering support for a new 115kV bay with gas-insulated circuit breaker, 30MVA step-down transformer, 27kV switchgear, and 27kV distribution off-site.

Pacific Gas and Electric Company (PG&E), Pit River Powerhouse No. 4 Electrical Updates, Burney, CA.

Electrical Engineer, prepared feasibility reports and provided detailed engineering services for PG&E's hydro power group to replace 13.8kV air blast circuit breakers with new arc-resistant switchgear, and other powerhouse upgrades. Recommended best options, provided cost estimates, specifications, and contributed to construction drawings.



Chris Houck

Project Designer

Education

BS, Mechanical Engineering,
Rutgers University

BS, Sustainable Resource
Management
Minor in Green Building &
Community Design,
University of Vermont

Years of Experience

With AECOM: <1
With Other Firms: 10+

Registrations/Certifications

OSHA 30 Hour
Advanced Solar PV 40 Hour

Areas of Expertise

PV
Battery Energy Storage
Helioscope
PV Syst
NEC Knowledge
Sketchup Pro
AutoCAD

Mr. Houck is an innovative and knowledgeable project designer with 10+ years of experience in the energy field working on commercial, industrial PV, and battery energy storage systems as well as Electric Vehicle charging stations (EV). He brings a strong background in low and medium voltage grid systems.

Chris has also served as a portfolio manager for large name brand companies, delegating designs, equipment procurement, project timelines, and multi-department iterations to complete projects.

Selected Project Experience

Portfolio Manager

HEB, Texas, United States. Responsible for 40+ MW of roof projects. Oversaw program for 5 years. (Prior to AECOM)

Home Depot, East Coast, United States. Responsible for 5MW of projects. Oversaw Program for 2 years. (Prior to AECOM)

Whole Foods, East Coast, United States. Responsible for 1.5 MW of projects. Oversaw program for 1 year. (Prior to AECOM)

Notable Micro Grid Systems

TVA, Paducah Solar & BESS Project, Paducah, Kentucky.

Project Design Lead of all teams for the 90% detailed design of a 114MW DC / 95MW AC PV system and a 100MW/400MWh BESS system, including MV Collection and SCADA systems, interconnecting directly at the TVA Shawnee Fossil Plant. (2023) (AECOM)

Vieques Island, Puerto Rico, Confidential Client. Lead Designer for conceptual Microgrid drawings of a 20MW DC PV and 12MWh Battery Energy Storage system, including a 15kV E-house substation. (Prior to AECOM)

Confidential Client, Lanai, HI Lead Designer for conceptual Microgrid drawings of a 10MW DC PV array and 9MWh Battery Energy Storage System. Including plans to interconnect directly at the utility substation. (Prior to AECOM)

Confidential Client, Molokai, HI Lead Designer for conceptual Microgrid drawings of a 2MW DC PV array and 800kWh Battery Energy Storage System to interconnect ahead of client loads and net meter to client while supplying utility directly. (Prior to AECOM)

Notable Ground Mounted PV Systems

Ulster County Landfill PV Array, Kingston, NY, Lead Designer, for late-stage redesign of the permit and construction drawings package for a 1.9MW DC ground mount PV system, Oversaw project design changes and RFI's until projects PTO. (Prior to AECOM)

Montgomery County - Oaks Landfill PV Initiative, Gaithersburg, Maryland. Took over as lead designer for a preliminary and permit drawings set of a 5.8MW DC PV Ground mounted array on the closed county landfill. Preliminary drawings moved into Permit drawings and then were sold to EPC at 60% level design for further development. (Prior to AECOM)

Baltimore County Brownfield PV Array, Baltimore, MD. Assistant Designer of the preliminary drawings of a 12MW DC PV array to go on Baltimore county's Southwest area park, Brownfield. (Prior to AECOM)

County of Dutchess PV System, Dutchess, New York. Lead designer on a 2.498MWDC PV array interconnected at 34.5KV. Designed the array with 4 different orientations to accommodate for landscape challenges, such as, protected wetlands and shallow bedrock. Performed glare study due to PV array's proximity to the Hudson Valley Regional Airport. (Prior to AECOM)

Chris Houck

Public Works PV Array, Broome County, New York.

Took over as lead designer and provided Support for a 5.2 MW DC PV Ground mount array. Interconnection occurred at 12.47kV with a new service brought through by the utility. (Prior to AECOM)

Tri County Energy Consortium, Latham, New York

Assistant designer of a 2.5MW DC PV Ground mount array. Project was designed to a 90% level and sold to an EPC for further development and build. (Prior to AECOM)

Town of Branford, Connecticut, Tabor Solar PV System. Provided Design support for 1.37MW DC PV solar tracking system. (Prior to AECOM)

Notable Roof mounted PV systems

TESLA Fremont Factory PV Project. Fremont, CA. Lead designer of a 500kW roof mounted PV array on top of the Tesla Automotive manufacturing plant. Created permit and construction drawing package. Oversaw project progress to PTO. Site walked entire factory to identify an acceptable point of interconnection that would not interfere with ongoing manufacturing load demands as well as identify a roof that would not require major upgrades or reinforcements to install the array. (Prior to AECOM)

AMAZON-Windsor PV Project, Morristown, NJ

Designed preliminary contract and 50% permit drawings for a 3.8MW DC Roof mounted PV array on the amazon distribution center. Provided glare study and lightning protection grid in design. Interconnection plan at (2) 5kV Switchgears to distribute load. (Prior to AECOM)

Home Depot, Multiple Projects. Lead designer for over 1MW of DC PV roof mounted projects for Home Depot such as store #1861, 1245, and 6613. (Prior to AECOM)

Notable Canopy PV Systems

University of the Pacific Renewables Project.

Stockton, CA Designed the permit and construction package for a 5.298MW DC PV carport array and 3MWh Battery Energy Storage System along with 8 electric vehicle charging stations. The site covered 8 different parking lots with 10 different points of interconnection. Integrated BESS system into substation controls. Assisted in the creation of the PV telemetering system. (Prior to AECOM)

Chino Valley Unified school district, San Bernadino County, CA. Designer and assistant portfolio manager for multiple PV canopy systems coupled with battery energy storage designed for peak shaving. Portfolio made up 3.97MW DC PV with 1.1MW/2.09MWh of storage. All projects went through District of State Architect's (DSA) review, following ADA compliance.

San Marcos Unified School District, San Marcos, CA Member of engineering team designing PV canopy systems for 13 different schools in the district. All projects went through District of State Architect's (DSA)

AECOM

review, following ADA compliance. Coordinated with Third party canopy vendor MBARC for construction of all canopy projects.

Notable O&M Experiences.

Walmart, PV Module swaps, Multiple locations.

Worked on multiple Walmart projects where PV arrays were having faulty production outputs. Assessed measured system outputs with as built drawings and projected system performance outputs, along with O&M survey photos to identify faulty PV module strings and replace PV modules with newer more reliable PV modules.

Notable Battery Energy Storage Systems

Madd River Healthcare, Arcata, CA. (OSHPD Tier 1)

Lead designer on a 280kVA/1,3922KWh battery Energy storage site designed for Peak load shaving at a Tier 1 hospital with high seismic activity. (Prior to AECOM)

JLL Adventist Health, Tehachapi, CA. (OSHPD Tier 1)

Lead Designer on a 1,001kVA/3,805.2kWh Battery energy storage system designed to support emergency loads of the hospital in the event of an outage. The Battery system was integrated into the existing emergency diesel generation system so that the battery would not take over the load first before switching over to Diesel. (Prior to AECOM)

JLL Adventist Health - Family Medicine, Sycamore, CA. (OSHPD Tier 3)

Lead Designer on a 572kVA/2,899kWh Batter energy storage system designed to support emergency loads of the hospital in the event of an outage. The Battery system intercepted the utility transformer secondary circuits before directly feeding the building through the Battery switchboard (which became the primary building switchboard). (Prior to AECOM).

Fallbrook Public Utility District, Fallbrook, CA.

Lead designer for 3 Battery Energy Storage systems connected to critical water infrastructure. Responsibilities involved designing the system, working within existing site constraints, avoiding utilities, and SCADA controls. System totals came to 1.2MW/3.23MWh.

Notable Electric Vehicle Charging

Buc-ee's - New Braunfels, Texas. This site is the largest Gas Station in the world. Designed the permit and construction drawing package for the largest Tesla super charging station in Texas consisting of 24 Tesla Supercharging stalls. (Prior to AECOM)

Buc-ee's - Multiple Sites -Texas. Lead Designer for multiple 8 and 12 stall Tesla Supercharging sites across the state. Responsible for design construction set, conforming to all ADA standards, and coordinating with all utility AHJ requirements.



Miguel Contreras

Solar Designer

Education BS, Mechanical Engineering, UANL Monterrey MX, 2005	Years of Experience With AECOM: <1 With Other Firms: 16
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Areas of Expertise
PV Design Drafting and
Document Creation with
AutoCAD and Revit
PV Modeling Using
Helioscope, PVSyst, and SAM
NEC Knowledge

Mr. Contreras is an experienced solar designer with more than 16 years of experience in the energy field working on residential, commercial, and industrial PV systems. He brings a strong background in low voltage grid systems.

Miguel also has experience in fire sprinkler design and PV construction management.

Selected Project Experience

Siemens, Various Locations. Solar designer. Executed the conceptual design for ground-mounted carport and roof-mounted PV systems across five distinct locations, culminating in a total system capacity of 40 MWdc for all sites combined. [2023]

Wells Fargo, Falcon Buildings, Irving, TX. Served as owner's engineer. Reviewed a unique rooftop PV system featuring multiple points of connection. This system was situated on a custom-built parking structure atop the buildings-distinguished from a standard carport-and had a total capacity of 6 MWdc. [2023]

Tennessee Valley Authority, Shawnee Fossil Plant, McCracken County, KY. Member of electrical engineering team who produced detailed design for 114MW+400MWh PV+BESS. ground-mount on a repurposed fossil plant. [2023]

1st Light Energy, CA. Served as lead project designer responsible for PV design of C&I scale PV systems. Created electrical single line diagrams, layouts, specifications, and supported calculations for construction plans for AHJs and installation crews. Represented the company as technical lead for

meetings with vendors, utilities, and public officials. [Prior to AECOM]

Extra Space Storage, Various Locations. Lead engineer supervising a team of designers and project managers for PV systems ranging from 50kWto 250kW installed across the country in 800+ sites. Directed designs produced by the team. Created team of site auditors and developed a site audit process for site information collection. Developed a project benchmark structure to track project progress in all stages from conceptual design to commissioning. [Prior to AECOM]

Cube Smart, Various Locations. Lead engineer supervising a team of design engineers and project managers for PV systems ranging from 50kWto 250kW installed across the country in 400+ sites. Directed and reviewed designs produced by the team. [Prior to AECOM]

Public Storage, Various Locations. Lead engineer supervising a team of design engineers and project managers for PV systems ranging from 50kWto 250kW installed across the country 500+ sites. Directed and reviewed designs produced by the team. [Prior to AECOM]

Capos Field, Caruthers, CA. Lead design engineer for a 3MW single axis PV system at existing facilities. Responsible for drawing preparation for AHJ submittal and construction drawings. [Prior to AECOM]

Takeda, Thousand Oaks, CA. Lead design engineer responsible for detailed design of a 1.1 MW single axis, carports and roof mounted PV system and 646kW/2585kWh BESS system. [Prior to AECOM]

KP, San Bernardino, CA. Lead design engineer responsible for design of a 690kW carport PV system and 87kW/195kWh BESS system. [Prior to AECOM]

Lovneesh Nigam

Solar Engineer

Education

MS, Energy Systems,
Northeastern University,
Boston, MA, 2021
BEng, Electrical and
Electronics Engineering, Birla
Institute of Technology and
Sciences, United Arab
Emirates (UAE), 2019

Years of Experience

With AECOM: <1
With Other Firms: 2

Licenses/Registrations

Schneider Electric Professional
Development Program
Solairgen Photovoltaic (PV)
Design and Installation
(Current)

Areas of Expertise

Solar PV and Electrical Design and Energy
Analysis, Renewable Energy Systems, Financial
Analysis, Battery Energy Storage Design, Power
System Analysis, Power Apparatus and Networks,
Electric Power Utilization and Illumination
Helioscope, PVsyst, AutoCAD, PVWatts, Data
Collection and Analysis

Mr. Nigam is a dedicated solar engineer with 1.5 years of experience in energy design/development and project management. Throughout his professional and academic career, he has worked in a customer-focused environment, tailoring energy solutions to meet client requirements. His interests and expertise lie in working on energy research and analysis, solar design, and energy efficiency.

As a solar project engineer, Lovneesh provides technical skills to help implement large-scale energy related projects. His experience allows him to aid in the full development and life cycle of electrical or energy-related projects pertaining to solar energy, battery energy storage, HVAC (ASHP/VRF Systems), energy production and economic modeling, and system integration. He has provided technical design support to teams in the field of heating electrification, electrical engineering, and project management. He also brings along with him a comprehensive corporate experience gained in the United States and in the Gulf, providing design support to corporate partners.

Selected Project Experience

JFK Airport Terminal 6 Rooftop Solar PV Project, New York, NY. Lead Solar/Electrical Design Engineer. Designed a rooftop solar PV at JFK Airport, totaling to a 2.25 MWac system.

Responsibilities included development of the solar layout, DC electrical design, performance modelling and coordination with the AC electrical design, civil, and structural design teams. AutoCAD, Helioscope, PVSyst, and Forge Solar were the tools used to accomplish a detailed design and energy analysis. [2022] [AECOM]

Stolthaven Sustainability and Renewables study, Houston, New Orleans. Solar Design Engineer.

Designed a preliminary design layout on Helioscope to determine potential solar and production through a carport design (2), rooftop PV (4), ground mount (7) at the Stolthaven Houston (7.12 MWac/1.06 MWac), New Orleans (4.98 MWac) sites. [2022] [AECOM]

Wells Fargo Solar Program Management Services, NJ, AZ & CA. Solar Design Engineer. Supported the project with technical design review, engineering design review, and site visits for post construction review of the deployed solar arrays at retail and administrative sites in multiple states. [2022] [AECOM]

25 MWac GUPTA 3 Solar Ground Mount Project, Texas. Solar/Electrical Design Engineer. Supported with the development of Tier 1 DC electrical drawings (Single line diagrams, Inverter and Transformer sizing, and Interconnection) for a single axis tracker ground mount arrays totaling to a 25 MWac consisting of ~50,000 modules [2022] [AECOM]

13.5 kW TWP Rooftop Solar PV, Renewable Opportunity, New York, NY. Lead Solar/Electrical Design Engineer. Designed a preliminary CAD layout with potential system size, shading analysis on the rooftop of Two Worldwide Plaza. [2022] [AECOM]

Lovneesh Nigam

Toledo Solar PV Ground Mount Array, OH.

Solar/Electrical Design Engineer. Designed a preliminary Helioscope design to evaluate the expansion capability at an existing ground mount facility. Designed a replicate design (with latest modules) and an optimized design rated at 4.24 MWdc and 3.75 MWdc respectively. [2022] [AECOM]

103 MWdc, 21 Sites-Luminace- Brookfield Renewables, Ground Mount Project Services, Oregon-Maine. Solar/Electrical Design Engineer.

Assisted with comprehensive due diligence and project support services (IC Applications, Permits) for Ground mount arrays in Oregon (12 sites) and Maine (9 Sites). [2022] [AECOM]

Northeast Energy Efficiency Partnerships (NEEP), Lexington, Massachusetts. Heating Electrification

Technical Intern. Investigated implementation of utility incentive programs, policies, and legislation, and HVAC technologies (Air source heat pump [ASHP] and variable refrigerant flow [VRF] systems) in 12 Northeast and Mid-Atlantic states promoting energy efficiency to develop a market tracker for strategic electrification. Managed NEEP's qualified product list of cold climate ASHPs by reviewing and calculating heating seasonal performance factor, seasonal energy efficiency ratio, energy efficiency ratio, and coefficient of performance. Facilitated sizing visualization tool development to recommend products based on ductwork design, heating, and cooling needs. [2021] [Prior to AECOM]

Emerson Automation Solutions, Dubai, UAE.

Project Management Intern. Coordinated after-sales activities and monitored \$1-2M oil and gas projects for measurement and analytical department. Assisted project manager with sales, customer meetings, and presentations to identify/finalize design/production requirements, performance requirements, scope of works, and scale of project. Led 8 product inspections, reviewed orders/designs, and improved budget allocation using scheduled product manufacturing and bill of materials based on project sequencing. [2019] [Prior to AECOM]

GOPA International Energy Consultants, Abu Dhabi, UAE. Electrical engineer intern. Supervised

11kV primary substation network, and coordinated quality reviews of design, load demands, and protection studies. Performed testing and procured and installed cross-linked polyethylene cables, low voltage control panels, and four 20MVA transformers. Supported development of bid and contract documents, including bid clarification, and technical and commercial bid evaluation. [2018] [Prior to AECOM]



Stephanie S. Ruybal, MScEng, PE

Structural Engineer

Education

MS, Civil Engineering, University of Colorado at Denver

BS, Civil Engineering, University of Colorado at Boulder

Years of Experience

With AECOM: 13

With Other Firms: 5

Areas of Expertise

Structural Design and Analysis Calculations

Structural Codes and Specifications

Evaluation of Existing Structures

Steel Connection Design

Civil Engineering

Structural Engineering

Licenses

Professional engineer: Alaska, #AELC14795; Arizona, #72895; California, #93288; Colorado, #42214; Kansas, #28588; New Mexico, #26892; New York, #103278; Oklahoma, #31670; Utah, #11865737-2202; Wyoming, #PE 18481

Ms. Ruybal has more than 18 years of structural engineering experience including the design of steel and concrete structures with both shallow and deep foundations in high seismic and arctic conditions.

Stephanie's computer experience includes STAAD.Pro; RAM Connect; AutoCAD; Mathcad; Navisworks; TEDDS. Proficient with engineering codes including AISC, ASCE, IBC, and ACI.

Selected Project Experience

Kinder Morgan, Pipeline Relocation and Engineered Shoring Design, Arizona. Served as engineer of record for the relocation of existing underground gas lines and the engineered shoring design required to relocate the existing gas lines.

City of Burbank, Rooftop Photovoltaic Evaluation, Burbank, California. Served as lead structural engineer. Evaluated the feasibility of adding new photovoltaic panels to the roof of an existing structure. Authored a feasibility report supported by site visit observations and design calculations.

Confidential Client, EV Charging Station, California. Lead civil engineer. Led the civil engineering team to create electric vehicle charging station layouts, grading plans, and other construction documents to support permitting. Evaluated sustainable and green

construction materials to help the client achieve sustainability goals.

Confidential Client, EV Charging Station, Utah. Lead civil engineer. Led the civil engineering team and worked closely with the project team and the client to develop the conceptual layout and design options that met the client's sustainability requests and code requirements.

Rio Tinto Kennecott, East Tailings Expansion, Utah.

Lead structural engineer who oversaw the structural team responsible for the designs of substation foundations, pump/valve stations, and hydraulic structures for a mine expansion project.

Viasat, Radome Project, Snowball, Alaska. Served as the structural engineer of record. Provided technical advisement, created design calculations, and oversaw a team of structural engineers and designers for the designs of a Radome support concrete ringwall, concrete auxiliary buildings, antenna pedestal, steel platforms, steel canopies, and equipment foundations. Also provided construction and fabrication specifications for steel and concrete materials.

Viasat, Radome Project, Sahara, Qatar. Lead structural engineer. Provided technical advisement, created design calculations, and oversaw a team of structural engineers and designers for the designs of a Radome support concrete ringwall, concrete auxiliary buildings, antenna pedestal, steel platforms, steel canopies, and equipment foundations. Also provided construction and fabrication specifications for steel and concrete materials.

Holly Energy Partners, New Manifold, El Dorado, Kansas. Served as the structural engineer of record. Provided technical advisement and oversaw a team of structural engineers and designers for the designs of new steel supports, underground utility crossing concrete structures, and new foundations to support the new manifold at an existing facility.

Holly Energy Partners, UNEV SLC VFD Project, Utah. Served as the structural engineer of record. Created design calculations for the evaluation of a new pump on an existing foundation, which included dynamic analysis of the pump equipment. Also provided technical advisement for steel supports and a building foundation.

Holly Energy Partners, Conversion of Existing Tanks to Crude Oil Tanks, Contango, Wyoming. Served as the structural engineer of record. Provided technical advisement, created design calculations, and oversaw a team of structural engineers and designers for the designs of new steel supports on existing foundations and new equipment foundations for the retrofit of the existing tanks.

Rio Tinto Kennecott, Next Push Back, Utah. Served as the structural engineer of record who provided technical advisement, created design calculations, and oversaw a team of structural engineers and designers for the designs of pump stations, valve stations, process water management concrete hydraulic structures, and building foundations for a mine expansion on an existing site to increase the storage of additional tailings material.

Rio Tinto Kennecott, Single Point Discharge Pump Station, Utah. Lead structural engineer. Designed steel supports and foundations for piping and equipment for a new pump station, which was required to extend the operating life of an existing mining site.

Folgers, Warehouse Automation Phase 2, Louisiana. Structural engineer. Evaluated an existing masonry structure for the retrofit of existing equipment, including the analysis of existing masonry walls for new openings, masonry lintel design, and an evaluation of the existing foundation.

Black Hills Energy, Wolf Creek #9, Colorado. Served as the structural engineer of record. Created design calculations and oversaw a team of structural engineers and designers for structural steel and foundation designs, specifications, and grading plans. Design drawings and calculations included pre-engineered metal building foundations, equipment foundations, and miscellaneous foundations for a natural gas storage project expansion for new drilling wells and wellhead equipment.

Holly Energy Partners, Cushing Connect Pipeline, Oklahoma. Served as the civil/structural engineer of record, created design calculations, and oversaw a team of structural engineers and designers for structural steel, foundations, and grading plans. Design drawings and calculations included dynamic equipment foundation design, steel design for pipe stress reactions, and miscellaneous foundation design for a new pipeline project.

Sinclair, Sulphur Tank Replacement, Wyoming. As structural engineer created design calculations for a retrofit of existing foundations for new equipment including an evaluation of existing foundations and designs of modifications to existing foundations for a sulfur tank replacement project.

United States Department of Energy, Spent Fuel Handling Recapitalization Project, Idaho. Structural engineer. Designed stainless steel and concrete structures for a new spent fuel handling facility for naval nuclear-spent fuel. This new facility increases the efficiency and effectiveness of handling spent fuel while reducing long-term risks and costs.

United States Department of Energy, Low Activity Waste Pretreatment System, Washington. Structural engineer. Designed steel and concrete structures for equipment including lag storage tanks, process tanks, and reagent tanks required for the removal of radioactive cesium and solids from Hanford tank waste.

Dresser-Rand, Pacific Ethanol, California. Structural engineer. Designed steel structures and their connections in addition to dynamic equipment foundations on an existing site in a high seismic zone for a project that added new turbine generators at an existing facility.

Shell LNG Fueling, Travel Center of America #108, Nevada. Structural engineer. Designed buried tanks for buoyancy and designed steel canopy for a new liquefied natural gas fueling station. Also designed miscellaneous steel structures, their connections, and equipment foundations.

Sempra, Holbrook Compressor Station, Louisiana. Structural engineer. Designed steel structures and their connections for equipment and piping required as part of the modifications to the Cameron Interstate Pipeline's existing gas transmission system to receive and transport domestically produced natural gas to the Cameron LNG liquefaction project.



Kristin Thibodeaux Bernard, PE

Civil Engineer

Education

MS, Civil Engineering,
Georgia Institute of
Technology, Atlanta, GA,
2003

BS, Civil Engineering,
Louisiana State University,
Baton Rouge, LA, 2002

Years of Experience

With AECOM: 15
With Other Firms: 4

Areas of Expertise

Structural Steel
Concrete Design
Foundations
Pipe & Equipment Supports
Stormwater Analysis for
Permitting

Licenses

Professional engineer:
Louisiana, #34362, 2009;
Texas, #133808, 2019;
Massachusetts, #58187,
2023

Mrs. Bernard has 19 years of experience in design of structural steel, concrete, foundations, and pipe/equipment supports for manufacturing and petrochemical facilities. Her experience also includes evaluating stormwater impacts of new construction for permitting. Her responsibilities include calculations, Staad structural modeling, drawing input and mark-ups, and shop drawing review.

Selected Project Experience

Vali Cooper International, Various Projects. Lead civil engineer/engineer of record for various multi-discipline projects for the Department of Energy. Responsibilities included development of detailed drawings and specifications, performing engineering calculations, and providing construction support through submittal review and responding to construction questions (RFIs). Major project experience

- BC-MM-793, Seal Flush Tanks and Seal Flush Pumps: Designed tank foundation and steel pipe supports for the replacement of seal flush tanks and pumps.
- BH-LE-1778, Raw Water Pigging Settling Pond: Detailed liner system and concrete paving for anhydrite pond, miscellaneous pipe supports, and requirements for precast sumps.
- BH-MM-782, Replace Slop Oil Tanks & Pumps: Designed concrete containment area and foundation for slop oil tanks, along with pump foundations and pipe supports.

- BM-LE-1760 Security Gate: Miscellaneous foundations and concrete details for security entrance project.
- BM-MM-1213 Boat Dock at Blue Lake: Designed timber boat dock and gravel truck access area.

Folgers, Various Projects, New Orleans, Louisiana.

Engineer in civil/structural department for miscellaneous civil and structural projects. Major projects include:

- Analysis and modifications to existing building and open frame structures for dust collection equipment installation.
- Retrofit of existing warehouse with substantial settlement issues, bringing warehouse to meet code.
- Design of steel and foundation for a new industrial building and silo support structure.
- Repaving the surrounding area to widen the truck path, including a stormwater evaluation and permit and sheet pile design, were completed.
- Various other projects include stormwater evaluation and systems design; steel platforms and pipe supports; and load rating analysis of existing monorails.

Luminace, Various Locations. Acted as client's engineer to provide preliminary review of solar panel construction packages, including a review of preliminary drainage for permitting and structural details for foundations and panel supports.

Ljungstrom, By-Pass Duct, IO. Lead civil/structural engineer for installation of new by-pass duct at the Walter Scott plant. Responsibilities included design of by-pass duct framing and strengthening of existing duct.

OBKristin Thibodeaux Bernard, PE
Civil Engineer

Viasat, Various Locations. Project support structural engineer for new building structure and communications antenna pedestal. Responsibilities included checking calculations, shop drawing review, answering RFIs, and performing site visit for general compliance with structural drawings.

Kennecott, Various Locations. Project support structural engineer for new mining building structure and sump structures. Responsibilities included checking calculations, shop drawing review, answering RFIs, and Staad structural modeling.

Various Architectural Clients, Various Projects. Engineer in civil/structural department for the design of new and retrofit commercial buildings using steel, concrete, and/or timber and checked shop drawings.

International Industrial Client, Various Projects. Engineer in civil/structural department for the design of platforms, pipe supports, and equipment support for mining industry client.

Miscellaneous Petrochemical Clients. Engineer in civil/structural department who performed design and checked for steel structures and foundations such as platforms, pipe supports, vessel supports, and pumps.

Enterprise Products (EPROD), New Piperack Structure, Mont Belvieu, TX. Engineer in the civil/structural department who worked with structural engineering team to design new piperack structure spanning the facility, including a 270-foot piperack bridge.

ConocoPhillips, Hurricane Hardening, Belle Chasse, LA. Engineer in the civil/structural department for the design to widen drainage ditches between existing levee and railroad and upgrade of drainage ditch with new culverts. Designed new pump station with sump and structural steel for generators and MCC building.

ConocoPhillips, Engineering Services Alliance, Belle Chasse, LA. Engineer in the civil/structural department for the design of structural steel, pipe supports, foundations, and equipment supports.

Tennessee Valley Authority, Hammond Fossil Fuel Power Plant, Rogersville, TN. Engineer in the civil/structural department for the design of duct support for the design, construction and installation of smokestack scrubbers to limit sulfur dioxide emissions. Was also responsible for the design of access platforms on the absorber and a new ARS monorail.

Cytec Industries, Engineering Services Alliance, Westwego, LA. Engineer in the civil/structural department for the design of T-Support for the installation of a new pipeline project that was completed under a small projects engineering alliance.

Tennessee Valley Authority, John Sevier Fossil Fuel Power Plant, Rogersville, TN. Engineer in the civil/structural department for the design of duct support for the design, construction, and installation of smokestack scrubbers to limit sulfur dioxide emissions.

Motiva, Steel Structure, Norco, LA. Engineer in the civil/ structural department for the design of retrofit to strengthen steel for the addition of new piping to an existing steel structure.

Motiva, Foundation Design, Norco, LA. Engineer in the civil/structural department for the design of foundations, containment wall, and spread footing for the addition a new tank.

Motiva, Foundation Design, Norco, LA. Engineer in the civil/ structural department for the design of pile-supported foundation for a horizontal vessel.

Motiva, Deck Addition, Norco, LA. Engineer in the civil/ structural department for the design of a deck addition to a new concrete coker structure.

Motiva, Steel Structure, Norco, LA. Engineer in the civil/ structural department for the design of a new structural steel for vertical vessel on top of an existing foundation.

Lafarge North America, Cement Division, Atlanta, GA. Technical sales representative responsible for troubleshooting and resolving customer issues regarding cement/concrete including low strength, excessive cracking, and discolorations. Assisted customers with concrete mix design optimization. Worked on cement plant quality assurance teams in producing quality and consistent product.

Georgia Institute of Technology, Atlanta, GA. As research assistant/teaching assistant, performed research on the potential of alkali-silica reaction of hollow glass spheres in oil well cement slurries. Presented pre-class lectures and monitored lab experiments for material science lab class. Tutored and assisted undergraduate students with course material and lab reports.



Cynthia Kinkade

Environmental, Senior Project Manager

Education	Years of Experience
Master of Science (MSc), Environmental Management, Duke University, 1999	With AECOM: 20 With Other Firms: 10
Master of Public Policy (MPP), Public Policy Analysis, Duke University, 1999	
Bachelor of Science (BSc), Ecology, University of California - San Diego, 1995	

Registrations/Certification
OSHA 10-Hour Construction Safety Training, 12/31/2001
Erosion and Sediment Control Training, Engineering and General Contractors Association, 12/31/2001
Stormwater Pollution Prevention Plan Sampling and Monitoring Strategy, Building Industry Association, 12/31/2004
Construction Management Academy, City of San Diego, 12/31/2005
Project Management Training, PSMJ, 12/31/2008

Ms. Kinkade is a well-accomplished senior project manager with over two decades of experience in the private and public sectors, including a broad range of knowledge of environmental compliance requirements for projects, from planning and design review through construction and post-construction monitoring. She has a proven record for managing large projects within task-order-based contracts, particularly complex coastal projects in the San Diego region.

Cindy has coordinated environmental compliance for projects in various capacities and has expertise in project design review; California Environmental Quality Act/National Environmental Policy Act document review and preparation; public involvement; agency and permitting coordination; permit processing of city, state, and federal permits; construction and stormwater monitoring; and mitigation implementation and reporting requirements. She has also been responsible for environmental aspects of public outreach programs required as part of project or permit approvals. Cindy has a proactive project management approach that has successfully met the challenges of the unique aspects of projects through fostering a partnership with clients, other consultant team members, and agency staff. Her project stakeholders have included extremely engaged public and agency members, community organizations, and other public agencies, many of whom have competing missions and concerns.

Selected Project Experience

City of Carlsbad, Carlsbad Boulevard Realignment and Land Exchange, Carlsbad, California.

Project manager for the on-call contract in which the city proposed a realignment of a portion of Carlsbad Boulevard between Cannon Road and Batiquitos Lagoon, as well as a land exchange with California State Parks to provide additional space for the South Carlsbad State Beach Campground. Coordinated preparation of an opportunities and constraints report and conceptual alternatives development. The project is being designed to highlight opportunities the city has to create a destination emphasizing coastal access and recreation while accounting for constraints along the corridor, including the presence of occupied vernal pools and lands purchased with Land and Water Conservation Funds (LWCF) and now subject to Section 6(f) of the LWCF Act.

California Department of Transportation - District 11, San Dieguito Lagoon Restoration Plan (W19) Environmental Impact Report/Environmental Assessment, San Diego, California.

Managing the development of a wetland restoration project within the W-19 portion of San Dieguito Lagoon, adjacent to previous restoration efforts by Southern California Edison. The project is proposed by SANDAG and Caltrans to serve as mitigation for various infrastructure projects that will be implemented within the north coast corridor of San Diego. AECOM is involved in the project design team (PDT) and agency engagement process and is initiating technical studies and an EIR/EA. Issues include not only restoration of wetland habitats within an existing lagoon system, but compatibility with adjacent recent restoration projects, recreational use goals, and materials disposal concerns. This represents another complex project being planned for the northern San Diego coastal region and will require coordination with the full range of resource and regulatory agencies, as well as a range of specific stakeholders, to ensure project success.

Cynthia Kinkade

**San Diego Association of Governments, E&E Services
2013-2018 - Buena Vista Lagoon Preliminary
Engineering, Carlsbad, California.**

Senior project manager on the Buena Vista Lagoon Enhancement Project, a project being proposed by SANDAG and located between the cities of Oceanside and Carlsbad, CA. The lagoon is unique within the region as the only freshwater coastal lagoon within the north coast corridor, with a highly vocal group of engaged stakeholders. Additional complexities include private property ownership within the lagoon, competing recreational and habitat enhancement interests, and vector control concerns. Issues and concerns on the project include not only lagoon dynamics and processes, but also marine and coastal issues due to proposed sand placement on nearby beaches. The team is currently preparing a draft environmental impact report that evaluates a range of alternatives, as well as a series of technical reports.

**San Elijo Lagoon Conservancy, San Elijo Lagoon
Restoration - Environmental Impact Report/EIS,
Encinitas, California.**

Project manager for the San Elijo Lagoon Restoration Project, which is being developed in a stakeholder-driven process. This project process includes consistent meetings with the agency stakeholder group, which have been led through development of preliminary alternatives, a defined purpose and need, and completed public scoping process with extensive public coordination and involvement. The draft environmental impact report/environmental impact statement was distributed for public review in fall 2014. A final EIR/EIS is currently being prepared by the team, and permitting efforts initiated. This complex project has been identified as a critical component of Caltrans' mitigation program for the I-5 North Coast Corridor project, as identified in the public works plan. Development of the restoration plan involves a highly engaged stakeholder group including the Coastal Conservancy and a range of regulatory and natural resource agencies, including US Fish and Wildlife Service, California Department of Fish and Game, National Marine Fisheries Service, US Army Corps of Engineers, and the Coastal Commission. A vocal public interest has developed in the project requiring an extensive public scoping and public review process.

**San Diego Association of Governments, Lagoon
Overview Study, San Diego, California.**

Project manager for evaluating each of the six lagoons within the north coast corridor area for mitigation/restoration potential. The study was used to identify both creation and enhancement mitigation opportunities and focus agency mitigation efforts along the corridor. The results of this study led to current restoration and enhancement efforts within various lagoons, as discussed above.

**San Diego Association of Governments, SR 76 -
Melrose to Mission, San Diego, California.**

Project manager/team leader responsible for various task orders in support of environmental review for the proposed State Route 76 alignment in northern San Diego County. The project included improvements along five miles of the existing SR 76 roadway along the San Luis Rey River. Tasks included preliminary environmental project review, technical study coordination and review, and draft and final EIR/EIS preparation

**San Diego Association of Governments, I-5/SR 56
Interchange, San Diego, California.**

Environmental project manager/team leader responsible for various task orders supporting environmental review of the proposed I-5/SR 56 interchange. The proposed project would provide improvements to the existing interchange between I-5 and SR 56 and would include alternatives ranging from construction of direct connectors to surface street improvements. Tasks included technical study preparation and review, as well as draft and final EIR/EIS preparation.

**San Diego Association of Governments, I-5 North
Coast Corridor, San Diego, California.**

Environmental project manager/team leader responsible for coordinating preparation of portions of the EIR/EIS and technical study preparation and review. Tasks also included an extensive community impact assessment effort, preparation of air quality and 4(f) analyses, and preparation of a draft relocation impact study. The project would implement improvements along approximately 26 miles of the existing I-5 corridor, extending from the city of San Diego north to the city of Oceanside.

**City of San Diego, Sorrento Valley Road
Environmental Impact Report, San Diego, California.**

Analyst for preparation of EIR that evaluated alternatives for improvements of the portion of Sorrento Valley Road temporarily closed during construction of SR 56. Coordinated between city and local community and environmental groups during project design and approval.

**City of San Diego, Carmel Valley Road Enhancement
Environmental Impact Report, San Diego, California.**

Analyst for preparation of EIR that compared proposed enhancement alternatives to portions of Carmel Valley Road to provide additional parking, traffic operations, and pedestrian safety while protecting the adjacent lagoon.

**City of San Diego, SR 56 Environmental Impact
Report, San Diego County, California.**

Analyst for preparation of EIR that evaluated construction of a 5-mile segment of a 6-lane freeway between SR 56 West (I-5) and SR 56 East (I-15). Evaluated two alignments and two roadway widths in the draft EIR issued in December 1996.

ATTACHMENT B
NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, Item 11, 06/26/2025

MTS Doc. No. **PWL356.0-22**

Work Order No. **WOA356-AE-55**

Attachment: **B**

Work Order Title: **Admin Facility Roof Solar Assessment**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Project Management and Coordination	\$32,800.43
2		Solar and Energy Analysis	\$50,130.48
3		Electrical and Structural Analysis	\$70,944.14
4		Economic Feasibility and Financing Analysis	\$22,929.07
5		Preliminary and Final Report Documentation	\$42,357.32

Totals = **\$219,161.44**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	143.0	\$32,800.43
2		Solar and Energy Analysis	222.0	\$50,130.48
3		Electrical and Structural Analysis	300.0	\$70,944.14
4		Economic Feasibility and Financing Analysis	85.0	\$22,929.07
5		Preliminary and Final Report Documentation	183.0	\$42,357.32

Totals = **933.0** **\$219,161.44**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	72.0	\$13,515.12
				AECOM	861.0	\$205,646.32

Totals = **933.0** **\$219,161.44**

Work Order Estimate Summary

Att. A, Item 11, 06/26/2025

Consultant/Subconsultant: Pacific Railway Enterprises, Inc.

Total Hours =	72
Total Costs =	\$13,515.12

Work Order Title: Admin Facility Roof Solar Assessment

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Project Manager	Engineer - Principle	Engineer II	Engineer I	Technical Expert	Task Manager	Technician - Senior	Engineer - Senior	Technician - 3	Technician - 2	Technician - 1	CADD - 3	CADD - 2	Intern	Total Hours	Totals
				\$ 215.31	\$ 266.96	\$ 98.40	\$ 91.11	\$ 232.14	\$ 193.84	\$ 159.89	\$ 212.99	\$ 126.13	\$ 119.55	\$ 107.17	\$ 87.63	\$ 74.28	\$ 46.43		
1	Task 1	Project Management and Coordination																	
	1.1	Subconsultant Management - Scheduling, Progress Reports,		16														16	\$3,444.96
	1.2	Project Coordination - Meetings		16			16											32	\$4,902.72
	1.3	Oversight and Submittal Preparation		12														12	\$2,583.72
	1.4	Submittal Document Review and Recorded QA/QC		12														12	\$2,583.72
		Subtotals (Hours) =	N/A	56			16											72	\$13,515.12
		Subtotals (Costs) =		\$12,057.36			\$1,457.76												
2	Task 2	Solar and Energy Analysis																	
	2.1	Total Energy Generation Analysis																	
	2.2	Electrical Cost Savings Analysis																	
	2.3	Modern Technology Review and Analysis																	
	2.4	Review and Recommend Equipment Installation Capacities																	
	2.5	Location Based Storage System Integration Review																	
	2.6	Facility Based Electricity Consumption Analysis and System																	
	2.7	CEQA Concerns and Site Specific Challenges and																	
		Subtotals (Hours) =	N/A																
		Subtotals (Costs) =																	
3	Task 3	Electrical and Structural Analysis																	
	3.1	Facility Solar Feasibility Analysis																	
	3.2	Carport Solar Feasibility Analysis																	
	3.3	Solar Building Implementation Feasibility and Recommendations																	
	3.4	Location based Consumption vs Output Analysis																	
	3.5	Facility Time of Use Load Data																	
	3.6	Interconnection Recommendations	N/A																
		Subtotals (Hours) =	N/A																
		Subtotals (Costs) =																	
4	Task 4	Economic Feasibility and Financing Analysis																	
	4.1	Facility Economic Feasibility and Financing Analysis																	
	4.2	Estimates of Required Upgrades for Solar Implementation																	
	4.3	Finance Recommendations																	
		Subtotals (Hours) =	N/A																
		Subtotals (Costs) =																	
5	Task 5	Preliminary and Final Report Documentation																	
	5.1	Preliminary Report - 50%																	
	5.2	Provide Conclusion of Study and Recommendation																	
		Subtotals (Hours) =	N/A																
		Subtotals (Costs) =																	
		Totals (Summary) =																	
		Total (Hours) =		56			16											72	\$13,515.12
		Total (Costs) =		\$12,057.36			\$1,457.76												\$13,515.12
		Percentage of Total (Hours) =		78%			22%											100%	
		Percentage of Total (Costs) =		89%			11%												100%

Work Order Estimate Summary

Att. A, Item 11, 06/26/2025

Consultant/ Subconsultant: **Pacific Railway Enterprises, Inc.**

Work Order Title: **Admin Facility Roof Solar Assessment**

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 =	

Work Order Estimate Summary

Att. A, Item 11, 06/26/2025

Consultant/Subconsultant: **AECOM Technical Services, Inc.**

Total Hours =	861
Total Costs =	\$205,646.32

Work Order Title: **Admin Facility Roof Solar Assessment**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Task Manager	Engineer - Senior	Engineer - Principal	Task Manager	Engineer - 2	Engineer - 3	Engineer - 2	Engineer - Senior	Engineer - 3	Environmental st - Senior	Architect - 2	Architect - Senior	Contract Manager	Designer - 3	Total Hours	Totals
				\$ 307.01	\$ 256.78	\$ 318.82	\$ 307.01	\$ 167.62	\$ 210.31	\$ 167.62	\$ 256.78	\$ 210.31	\$ 250.03	\$ 160.62	\$ 243.44	\$ 334.50	\$ 262.01		
1	Task 1	Project Management and Coordination																	
	1.1	Subconsultant Management - Scheduling, Progress Reports,		8														8	\$2,456.08
	1.2	Project Coordination - Meetings		8	3	3		3	3	3	3	3	3					32	\$7,970.89
	1.3	Oversight and Submittal Preparation		4	1													5	\$1,484.82
	1.4	Submittal Document Review and Recorded QA/QC		4	2	8					12							26	\$7,373.52
		Subtotals (Hours) =	N/A	24	6	11		3	3	3	15	3	3					71	\$19,285.31
		Subtotals (Costs) =		\$7,368.24	\$1,540.68	\$3,507.02		\$502.86	\$630.93	\$502.86	\$3,851.70	\$630.93	\$750.09					71	\$19,285.31
2	Task 2	Solar and Energy Analysis																	
	2.1	Total Energy Generation Analysis					10	6	6	6								28	\$6,343.40
	2.2	Electrical Cost Savings Analysis					10	6	6	6								28	\$6,343.40
	2.3	Modern Technology Review and Analysis					10	6	6	6								28	\$6,343.40
	2.4	Review and Recommend Equipment Installation Capacities					10	6	6	6								28	\$6,343.40
	2.5	Location Based Storage System Integration Review					2	6	6	6								20	\$3,887.32
	2.6	Facility Based Electricity Consumption Analysis and System					10	6	6	6								28	\$6,343.40
	2.7	CEQA Concerns and Site Specific Challenges and				2	2	6	6	6			40					62	\$14,526.16
		Subtotals (Hours) =	N/A			54	42	42	42	42	24	52	40					222	\$50,130.48
		Subtotals (Costs) =				\$637.64	\$16,578.54	\$7,040.04	\$8,833.02	\$7,040.04			\$10,001.20					222	\$50,130.48
3	Task 3	Electrical and Structural Analysis																	
	3.1	Facility Solar Feasibility Analysis			12		8	8	8	8	16	20						80	\$18,216.52
	3.2	Carport Solar Feasibility Analysis			12		10	8	8	8	8	16						70	\$15,935.06
	3.3	Solar Building Implementation Feasibility and Recommendations	\$4,280.00				8	8	8	8		16						48	\$14,465.44
	3.4	Location based Consumption vs Output Analysis					8	8	8	8								32	\$6,820.48
	3.5	Facility Time of Use Load Data					10	8	8	8								34	\$7,434.50
	3.6	Interconnection Recommendations					10	8	8	8								36	\$8,072.14
		Subtotals (Hours) =	N/A		24	2	54	48	48	48	24	52						300	\$70,944.14
		Subtotals (Costs) =	\$4,280.00		\$6,162.72	\$637.64	\$16,578.54	\$8,045.76	\$10,094.88	\$8,045.76	\$6,162.72	\$10,936.12						300	\$70,944.14
4	Task 4	Economic Feasibility and Financing Analysis																	
	4.1	Facility Economic Feasibility and Financing Analysis				4	18	6		6			4					38	\$9,813.02
	4.2	Estimates of Required Upgrades for Solar Implementation				4	14		7				8					33	\$9,045.83
	4.3	Finance Recommendations					10						4					14	\$4,070.22
		Subtotals (Hours) =	N/A			8	42	6	7	6			16					85	\$22,929.07
		Subtotals (Costs) =				\$2,550.56	\$12,894.42	\$1,005.72	\$1,472.17	\$1,005.72			\$4,000.48					85	\$22,929.07
5	Task 5	Preliminary and Final Report Documentation																	
	5.1	Preliminary Report - 50%			8	2	22	16	16	16	8		15					103	\$23,979.59
	5.2	Provide Conclusion of Study and Recommendation			2	2	16	14	13	13	8		12					80	\$18,377.73
		Subtotals (Hours) =	N/A		10	4	38	30	29	29	16		27					183	\$42,357.32
		Subtotals (Costs) =			\$2,567.80	\$1,275.28	\$11,666.38	\$5,028.60	\$6,098.99	\$4,860.98	\$4,108.48		\$6,750.81					183	\$42,357.32
	Totals (Summary) =																		
	Total (Hours) =			24	40	27	188	129	129	128	55	55	86					861	\$205,646.32
	Total (Costs) =		\$4,280.00	\$7,368.24	\$10,271.20	\$8,608.14	\$57,717.88	\$21,622.98	\$27,129.99	\$21,455.36	\$14,122.90	\$11,567.05	\$21,502.58						\$205,646.32
	Percentage of Total (Hours) =			3%	5%	3%	22%	15%	15%	15%	6%	6%	10%					100%	
	Percentage of Total (Costs) =		2%	4%	5%	4%	28%	11%	13%	10%	7%	6%	10%						100%

Work Order Estimate Summary

Att. A, Item 11, 06/26/2025

Consultant/ Subconsultant: **AECOM Technical Services, Inc.**

Work Order Title: **Admin Facility Roof Solar Assessment**

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	Air Fare	Ticket	\$300.00					6	\$1,800.00				
2	Rental Car	Day	\$100.00					2	\$200.00				
3	Gas	Gallons	\$6.00					30	\$180.00				
4	Hotel	Day	\$250.00					6	\$1,500.00				
5	Subsistance	Day	\$100.00					6	\$600.00				
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = **\$4,280.00** Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Air Fare											6	\$1,800.00
2	Rental Car											2	\$200.00
3	Gas											30	\$180.00
4	Hotel											6	\$1,500.00
5	Subsistance											6	\$600.00
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$4,280.00**



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

June 26, 2025

SUBJECT:

Operations Budget Status Report for April 2025 (Gordon Meyer)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for April 2025 compared to the Fiscal Year (FY) 2025 amended budget for the San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for April 2025. Attachment A-2 details the April 2025 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides April 2025 results for MTS's other activities (For Hire Vehicle Administration (FHV)/San Diego and Arizona Eastern Railway Company (SD&AE)).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending April 2025, MTS's net-operating income favorable variance totaled \$2,202,000 (0.8%). Operations produced a \$661,000 (0.2%) favorable variance and the administrative/other activities areas were favorable by \$1,541,000.

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through April 2025 were \$92,189,000 compared to the year-to-date budget of \$92,678,000, representing a \$489,000 (-0.5%) unfavorable variance. Year-to-date passenger revenue was unfavorable to budget by \$1,096,000 (-1.7%) through April, primarily due to average fare. With a forecasted average fare of \$1.04 from February through June, the estimated average fare between February and April



was \$0.99. While average fare is -4.7% unfavorable variance to forecast, the average fare between February and April was still \$0.05 (5.6%) higher than last year's average fare.

Other operating revenue was favorable by \$607,000 (2.2%), primarily due to favorable interest income and rental income.

Operating Expenses. Year-to-date combined expenses through April 2025 were \$362,135,000 compared to the budget of \$364,826,000, resulting in a \$2,691,000 (0.7%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$161,212,000, compared to a budgetary figure of \$162,430,000, producing a favorable variance of \$1,218,000 (0.7%). This is primarily due to favorable paid absences, health and welfare costs within Bus Operations, favorable Security wages within Administration, and favorable Operator and Maintenance overtime wages within Rail Operations.

Outside Services and Purchased Transportation. Outside services in total through April 2025 were \$131,327,000, compared to a budget of \$131,733,000, resulting in a favorable variance of \$406,000 (0.3%). This is primarily due to favorable contract security services and IT general outside services within Administration.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$15,319,000, compared to a budgetary figure of \$15,346,000, resulting in a favorable variance of \$27,000 (0.2%). This is primarily due to favorable revenue vehicle parts and maintenance supplies and equipment maintenance supplies within Rail Operations.

Energy. Total year-to-date costs were \$38,353,000, compared to the budget of \$39,411,000, resulting in a favorable variance of \$1,058,000 (2.7%). This is primarily due to favorable commodity rates for both Compressed Natural Gas (CNG) and electricity.

Risk Management. Total year-to-date expenses for risk management were \$8,442,000 compared to the budget of \$8,370,000, resulting in an unfavorable variance totaling \$72,000 (-0.9%). This is primarily due to unfavorable claims payouts within Bus Operations, partially offset by favorable claim recoveries and legal costs within Rail Operations.

General and Administrative. The year-to-date general and administrative costs were \$5,664,000 through April 2025, compared to a budget of \$5,725,000, resulting in a favorable variance of \$61,000 (1.1%).

Vehicle and Facility Leases. The year-to-date vehicle and facilities lease costs were \$1,818,000 compared to the budget of \$1,811,000, resulting in an unfavorable variance of \$7,000 (-0.4%).

YEAR-TO-DATE SUMMARY

The April 2025, year-to-date net-operating income totaled a favorable variance of \$2,202,000 (0.7%). These factors include favorable variances in other operating revenue, personnel costs, outside services, materials and supplies, energy, and general and administrative, partially offset by unfavorable passenger revenue, risk management, and vehicle/facility leases.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
MTS
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 64,021	\$ 65,117	\$ (1,096)	-1.7%
Other Revenue	28,167	27,560	607	2.2%
Total Operating Revenue	\$ 92,189	\$ 92,678	\$ (489)	-0.5%
Personnel costs	\$ 161,212	\$ 162,430	\$ 1,218	0.7%
Outside services	131,327	131,733	406	0.3%
Materials and supplies	15,319	15,346	27	0.2%
Energy	38,353	39,411	1,058	2.7%
Risk management	8,442	8,370	(72)	-0.9%
General & administrative	5,664	5,725	61	1.1%
Vehicle/facility leases	1,818	1,811	(7)	-0.4%
Administrative Allocation	(0)	(0)	0	0.0%
Total Operating Expenses	\$ 362,135	\$ 364,826	\$ 2,691	0.7%
Operating Income (Loss)	\$ (269,946)	\$ (272,148)	\$ 2,202	0.8%
Total Non-Operating Activities	313	496	(182)	-36.8%
Income (Loss) before Capital Contributions	\$ (269,633)	\$ (271,652)	\$ 2,020	-0.7%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 64,021	\$ 65,117	\$ (1,096)	-1.7%
Other Revenue	1,088	1,032	55	5.4%
Total Operating Revenue	\$ 65,109	\$ 66,150	\$ (1,041)	-1.6%
Personnel costs	\$ 132,530	\$ 133,319	\$ 789	0.6%
Outside services	107,719	107,581	(138)	-0.1%
Materials and supplies	15,262	15,315	53	0.3%
Energy	37,248	38,311	1,064	2.8%
Risk management	7,629	7,526	(103)	-1.4%
General & administrative	933	978	45	4.6%
Vehicle/facility leases	1,437	1,430	(7)	-0.5%
Administrative Allocation	29,240	29,240	(0)	0.0%
Total Operating Expenses	\$ 331,999	\$ 333,701	\$ 1,702	0.5%
Operating Income (Loss)	\$ (266,890)	\$ (267,551)	\$ 661	0.2%
Total Non-Operating Activities	313	265	49	18.3%
Income (Loss) before Capital Contributions	\$ (266,577)	\$ (267,287)	\$ 710	-0.3%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 17,079	\$ 16,906	\$ 173	1.0%
Other Revenue	30	35	(5)	-14.4%
Total Operating Revenue	\$ 17,109	\$ 16,941	\$ 168	1.0%
Personnel costs	\$ 81,581	\$ 82,095	\$ 513	0.6%
Outside services	1,893	1,949	56	2.9%
Materials and supplies	6,457	6,444	(13)	-0.2%
Energy	6,322	6,613	291	4.4%
Risk management	3,339	2,947	(392)	-13.3%
General & administrative	454	464	10	2.2%
Vehicle/facility leases	490	473	(17)	-3.5%
Administrative Allocation	3,657	3,657	(0)	0.0%
Total Operating Expenses	\$ 104,193	\$ 104,643	\$ 450	0.4%
Operating Income (Loss)	\$ (87,084)	\$ (87,702)	\$ 618	0.7%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (87,084)	\$ (87,702)	\$ 618	-0.7%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
RAIL (SAN DIEGO TROLLEY INC.)
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 25,858	\$ 27,149	\$ (1,291)	-4.8%
Other Revenue	1,058	997	60	6.1%
Total Operating Revenue	\$ 26,916	\$ 28,147	\$ (1,231)	-4.4%
Personnel costs	\$ 50,186	\$ 50,456	\$ 270	0.5%
Outside services	10,223	10,272	49	0.5%
Materials and supplies	8,681	8,755	75	0.9%
Energy	22,961	23,728	768	3.2%
Risk management	4,275	4,564	289	6.3%
General & administrative	473	500	27	5.4%
Vehicle/facility leases	634	616	(18)	-3.0%
Administrative Allocation	23,093	23,093	(0)	0.0%
Total Operating Expenses	\$ 120,526	\$ 121,985	\$ 1,459	1.2%
Operating Income (Loss)	\$ (93,610)	\$ (93,838)	\$ 229	0.2%
Total Non-Operating Activities	46	-	46	-
Income (Loss) before Capital Contributions	\$ (93,563)	\$ (93,838)	\$ 275	-0.3%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - CONTRACTED SERVICES (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 19,804	\$ 19,771	\$ 34	0.2%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 19,804	\$ 19,771	\$ 34	0.2%
Personnel costs	\$ 591	\$ 591	\$ 1	0.1%
Outside services	79,494	79,227	(267)	-0.3%
Materials and supplies	125	116	(9)	-7.9%
Energy	6,897	6,957	60	0.9%
Risk management	-	-	-	-
General & administrative	5	7	2	33.7%
Vehicle/facility leases	27	55	28	50.5%
Administrative Allocation	2,063	2,063	(0)	0.0%
Total Operating Expenses	\$ 89,201	\$ 89,016	\$ (186)	-0.2%
Operating Income (Loss)	\$ (69,397)	\$ (69,245)	\$ (152)	-0.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (69,397)	\$ (69,245)	\$ (152)	0.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
BUS - CONTRACTED SERVICES (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 1,279	\$ 1,292	\$ (12)	-0.9%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 1,279	\$ 1,292	\$ (12)	-0.9%
Personnel costs	\$ 172	\$ 177	\$ 5	2.6%
Outside services	15,842	15,868	26	0.2%
Materials and supplies	-	-	-	-
Energy	1,068	1,013	(55)	-5.5%
Risk management	15	15	-	0.0%
General & administrative	2	7	5	72.1%
Vehicle/facility leases	285	286	0	0.1%
Administrative Allocation	428	428	0	0.0%
Total Operating Expenses	\$ 17,812	\$ 17,793	\$ (19)	-0.1%
Operating Income (Loss)	\$ (16,533)	\$ (16,501)	\$ (32)	-0.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (16,533)	\$ (16,501)	\$ (32)	0.2%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OPERATIONS
CORONADO FERRY
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	267	265	(2)	-0.8%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 267	\$ 265	\$ (2)	-0.8%
Operating Income (Loss)	\$ (267)	\$ (265)	\$ (2)	-0.8%
Total Non-Operating Activities	267	265	2	0.8%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
ADMINISTRATION
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	25,975	25,496	479	1.9%
Total Operating Revenue	\$ 25,975	\$ 25,496	\$ 479	1.9%
Personnel costs	\$ 28,155	\$ 28,585	\$ 430	1.5%
Outside services	23,545	24,069	524	2.2%
Materials and supplies	56	30	(26)	-85.7%
Energy	1,102	1,095	(7)	-0.6%
Risk management	766	796	31	3.9%
General & administrative	4,671	4,683	11	0.2%
Vehicle/facility leases	361	363	2	0.6%
Administrative Allocation	(29,246)	(29,246)	0	0.0%
Total Operating Expenses	\$ 29,411	\$ 30,375	\$ 965	3.2%
Operating Income (Loss)	\$ (3,436)	\$ (4,880)	\$ 1,444	29.6%
Total Non-Operating Activities	-	231	(231)	-
Income (Loss) before Capital Contributions	\$ (3,436)	\$ (4,649)	\$ 1,213	-26.1%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
OTHER ACTIVITIES
CONSOLIDATED
COMPARISON TO BUDGET - FISCAL YEAR 2025
APRIL 30, 2025
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	1,105	1,032	73	7.0%
Total Operating Revenue	\$ 1,105	\$ 1,032	\$ 73	7.0%
Personnel costs	\$ 527	\$ 526	\$ (1)	-0.1%
Outside services	63	83	20	24.2%
Materials and supplies	-	0	0	-
Energy	3	4	1	19.2%
Risk management	48	48	0	0.9%
General & administrative	59	64	6	8.7%
Vehicle/facility leases	20	18	(2)	-11.2%
Administrative Allocation	5	5	0	0.0%
Total Operating Expenses	\$ 725	\$ 750	\$ 24	3.3%
Operating Income (Loss)	\$ 380	\$ 283	\$ 97	-34.3%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ 380	\$ 283	\$ 97	34.3%



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 13

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

June 26, 2025

SUBJECT:

**Beyer Boulevard Slope Improvement Construction Management (CM) and Inspection Services
– 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. PWG438.0-25 (in substantially the same format as Attachment A), with Accenture Infrastructure and Capital Projects, LLC ((Accenture); formerly Anser Advisory Management, LLC), for CM and inspection services for the Beyer Boulevard Slope Improvements Project in the amount of \$638,267.96.

Budget Impact

The total cost of this contract is estimated to be \$638,267.96. The contract will be funded by the Capital Improvement Project (CIP) 2005109001 – Beyer Blvd Track and Slope.

DISCUSSION:

The Beyer Boulevard Slope Improvement project stabilizes the slope supporting the Blue Line Trolley tracks near East Beyer Blvd in San Ysidro. The project also includes drainage improvements to protect the slope once construction is complete. The work involves extensive earthmoving operations and the construction of approximately 675 feet of retaining walls.

In 2020, MTS authorized the transfer of funds to the San Diego Association of Governments (SANDAG) to oversee the design process. Under SANDAG's supervision, RailPros, Inc. ("RailPros") completed the design. At the completion of design, the project came back to MTS to proceed with construction. During the geotechnical and engineering phases, SANDAG engaged Accenture as the CM due to their expertise in project oversight. Accenture provided consultation services during the early design stages, supported SANDAG through the geotechnical design review process, and had an inspector on site during the boring operations, per SANDAG's request.

As the project moves into construction, MTS requires CM services to assist staff with the coordination, control, and oversight of the construction contractor through the duration of the

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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



work. Given Accenture's extensive involvement in the early phases of the Beyer Boulevard Slope Improvements project, it is critical to maintain continuity by retaining their services for the construction phase. This early hands-on experience allowed Accenture to develop an understanding of the project's complexities, including site-specific challenges and design details, which makes them uniquely qualified to oversee the construction phase. Their familiarity with the geotechnical conditions, design details, and project objectives eliminates the need for any learning curve that a new CM firm would face. Introducing a new firm at this stage would likely result in substantial duplication of costs, including redundant efforts, increased time, and a risk of delays, as any new firm would need significant time to familiarize themselves with the project's complexities. Therefore, it is recommended that Accenture, and its team of subconsultants, be selected on a sole source basis to provide CM services during construction for Beyer Boulevard Slope Improvement project.

The scope of CM services includes resident engineering, field inspection, office engineering, project scheduling analysis, geotechnical and environmental testing and observations, surveying, hazardous materials testing, and Quality Assurance (QA) source and field inspections. The Independent Cost Estimate (ICE) for the services was \$778,053.20. Based on the level of effort and proposed classifications, Accenture's final cost proposal in the amount of \$638,267.96 was determined to be fair and reasonable.

For this project, Accenture will utilize the following subconsultants:

Subconsultant Name	Subconsultant Certification	Subconsultant Amount
Guida Surveying Inc.	Small Business (SB)	\$18,419.70
Tierra Data Inc.	Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE)	\$64,277.00
Verdantas Inc. (Formerly Leighton Consulting Inc.)	None	\$98,354.12

Therefore, staff recommend that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG438.0-25 (in substantially the same format as Attachment A), with Accenture, for CM and inspection services for the Beyer Boulevard Slope Improvements Project in the amount of \$638,267.96.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement MTS Doc No. PWG438.0-25



**Metropolitan
Transit
System**

STANDARD AGREEMENT

FOR

MTS DOC. NO. PWG438.0-25

BEYER TRACK AND SLOPE CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2025 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Accenture Infrastructure and Capital
Projects, LLC

Address: 12680 High Bluff Drive

San Diego, CA 92130

Form of Business: Limited Liability Company

City State Zip

(Corporation, Partnership, Sole Proprietor, etc.)

Email: tyson.atwood@accenture.com

Telephone: 805-459-7697

Authorized person to sign contracts

Tyson Atwood, PE

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), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit E).

The contract term is for a period of 60 calendar days.



Payment terms shall be net 30 days from invoice date. Payment for actual performance of services shall be in accordance with this agreement.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

EXHIBIT A
SCOPE OF WORK/TECHNICAL SPECIFICATION

I. PROJECT DESCRIPTION

This project provides safety compliance with the CPUC requirements and enhanced slope and drainage improvements in a segment of the Blue Line South adjacent to the San Ysidro freight yard. MTS requests assistance with construction management and inspection services during the construction of the Beyer Blvd Track and Slope Improvement Project.

Notice to Proceed (NTP) for the construction contract is expected to be issued in September 2025. Construction is expected to be completed in 270 days, by June 2026.

II. EXPECTED RESULTS

Consultant is expected to provide construction management services to manage and administer the construction contract. Services include project controls, contract administration, field inspection, special inspection, quality assurance, and as-needed specialty services and materials testing. Services shall be performed in accordance with MTS policies and procedures and under the management of MTS.

III. SCOPE OF WORK

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

Construction Management and Inspection Services

1. Oversee and Monitor construction activities performed by the contractor per project plans and specifications, including periodic job site safety reviews.
2. Prior to the start of construction, perform constructability review of designer's drawings, specifications, cost estimates and schedule assumptions.
3. Prepare daily reports with photographs noting work description, materials, quantities, and pertinent decisions.
4. Maintain project documentation compliant with MTS policies and procedures.
 - a. Perform a site photo/video survey to capture existing conditions.
 - b. Document pertinent project communication, such as weekly statements of working days, RFIs, submittals, change orders, progress payments, and daily reports.
5. Coordinate and run pre-construction meeting and weekly progress meetings with MTS, contractor, and all other project stakeholders.
 - a. Prepare agenda and meeting minutes for all meetings.
6. Perform quality assurance inspection of the work to verify general compliance with the contract documents.
7. Observe the CIDH pile drilling and installation of the soldier piles to verify the drilling depth, concrete, and pile placement.
8. Coordinate construction activities with MTS Operations.
 9. Coordinate/verify Contractor's flagging requests with MTS.
10. Update and maintain RFI and Submittal Log each week.
 - a. Coordinate reviews of RFIs and Submittals with designer.
11. Payment monitoring to be performed each month.
 - a. Maintain accounting of daily quantities of contract bid item or change order work performed.
 - b. Assist MTS PM in reviewing contractor's payment applications and assist in determining quantities to be included for payment in the monthly progress payment.
 - c. If observed work does not meet contract or change order requirements, prepare, and submit Non-Conformance Report (NCR) to the MTS PM.

12. Review contractor's baseline project schedule and review contractor's regular schedule updates throughout duration of the contract to verify all required activities are included and follows all contract requirements.
 - a. Monitor the construction progress with the approved construction schedule and advise the MTS PM of inconsistencies or non-conformance with critical path activities.
 - b. Perform independent time-impact analysis if necessary.
13. The Consultant to hire a certified surveying company to verify the contractor's survey control and construction staking for the project.
14. Assist MTS in nearby resident outreach as requested.
15. Assist MTS PM in post construction and project close-out activities as requested.
16. Provide MTS PM of notice of potential change orders as they arise with justification for cost impacts.
 - a. Perform an independent cost estimate for change orders prior to contractor's change order estimate to be used in negotiation and preparation of final change order.
 - b. Further assist with contract change orders as requested.
17. Provide Geotechnical Observations for Excavation Work
 - a. Earthwork Observations and Wall Construction
 - i. Perform Quality Assurance (QA) during earthwork construction, including subgrade preparation, wall foundation, and wall backfill to be in compliance with the design concepts and geotechnical recommendations provided in WSP (2024) and Golder (2022) geotechnical reports. Reports shall be provided on a weekly basis. Daily field reports will be submitted each day a soils technician is on site.
 - ii. The field technician(s) is expected to perform the following tasks during construction:
 1. Observe and document temporary excavations and perform bottom inspections.
 2. Observe and perform in-situ density tests on remedial grading and compactions to meet the project specifications.
 3. Observe and perform in-situ density tests on embankment fill placement and retaining wall backfill.
 - iii. Prepare daily report to document the field activities and observation.
 - iv. Collect soil samples periodically for laboratory testing.
 - b. Review of submittals and RFIs in relation to Geotechnical work
 - i. Review the Construction Documents prepared by Contractor. The review is necessary to verify that the geotechnical recommendations contained in the WSP report (2024) and applicable portions of Sections 4 and 5 for the Golder report (2022) have been properly interpreted and implemented into the design and construction.

- c. Perform periodic field soil testing (Lab Tests)
 - i. Perform periodic field soil testing, including both in-situ density tests and laboratory testing. This procedure will establish the quality of subgrade and backfill materials and provide comparison against the limited laboratory soil testing in design phase.
 - d. Prepare As-Graded Geotechnical Report
 - i. Upon completion of the successful construction, Consultant's Geotechnical Subconsultant will prepare an As-Graded Geotechnical Report to document the findings of the QA service and final slope outcome. The report will follow the City of San Diego Guidelines for Geotechnical Reports (2018). The report is expected to include the general observation and conclusion of the QA process, site map showing the density tests performed by Consultant's Geotechnical Subconsultant's soil technician(s), laboratory testing results, and compilation of daily reports. Any discrepancy observed from the Construction Plans and Specifications will be documented as well. A DRAFT report will be submitted electronically in PDF format for review by the designer, MTS and their consultants. A FINAL report will be submitted within 2 to 3 weeks after receiving review comments.
18. Provide Environmental Monitoring
- a. Supervision of ESA fence installation and along approved limits of disturbance (Mitigation Measure BIO-7)
 - b. Conduct a nesting bird survey to assess the presence/absence of nesting raptors (and other birds) will occur prior to start of work (Mitigation Measure Bio-6) and up to three (3) nest checks will occur to ensure any nest is finished or adequately avoided. Two nesting bird surveys are identified for the start of the bird breeding season in 2026.
 - c. Monitor construction activities (as needed) to help ensure that construction does not encroach into ESAs or beyond the approved limits of disturbance. Perform monitoring of clearing, grubbing, and/or grading activities (assumes two-week duration). Monitoring will also be conducted as weekly spot checks during construction (Mitigation Measure BIO-7)
 - d. Provide a post-impact construction monitoring report within two months of construction completion. Any exceedances or additional impacts will be described and quantified and appropriate mitigation and permitting recommended.

IV. PERIOD OF PERFORMANCE

The period of performance for the CM services are anticipated to be NTP plus 390 calendar days. This includes pre-construction (2 months prior to construction NTP) and closeout (2 months following substantial completion).

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

<u>Task</u>	<u>Begin/End Dates</u>
CM/Coordination/Inspection Services	NTP plus 330 Calendar Days
Project Closeout and Final Records Transmittal	NTP plus 390 Calendar Days

VI. MATERIALS TO BE PROVIDED BY MTS AND/OR SANDAG

Not Applicable.

VII. SPECIAL CONDITIONS

Not Applicable.

VIII. MTS ACCEPTANCE OF SERVICES:

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

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

IX. DEFICIENT WORK PRODUCT:

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

- Paying applicable delay fees,
- Revising provided documents,

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

X. DELIVERABLE REQUIREMENTS

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

Firm shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Firm's work control, when and as requested by MTS.

Firm's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Firm shall maintain backup copies of all data conveyed to MTS.

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

EXHIBIT B
CONTRACTOR'S COST/PRICING FORM

Attachment B - Consultant Cost Proposal Task Order Estimate - Summary

Att. A, Item 13, 06/26/2025

Task Order Title: **Beyer Blvd Slope Improvements - CM Services**

Prime Consultant: **Accenture**

	Goal	Actual Commitment
BENCH		0.00%
SB		12.96%
FTA DBE - RN		10.07%
FTA-UDBE - RC		0.00%
FHWA - DBE - RC		10.07%
DBE- RN		10.07%

Contract No.:

Task Order No.:

Amendment No.:

Project No.:

Table 1 - Tasks Summary

Task Item No	WBS Cost - Code	Tasks Description	Labor Hrs	ODC ¹	Total Costs
1	0700-0270	Construction Management Services	3,404	\$24,648.00	\$638,268
Totals =			3,404	\$24,648.00	\$638,267.96

Table 2 - Consultant/Subconsultant Summary (Costs & Hours)

Select with "x" if applicable						Consultant	Labor Hrs	ODC ¹	Total Costs	% of Task Order
Prevailing Wage	BENCH	DBE	UDBE	SB	OTHER					
X						Accenture (formerly Anser)	2,342	\$ 19,900.00	\$ 457,217.14	71.6%
X				X		Guida	92	\$ -	\$ 18,419.70	2.9%
X		X		X		Tierra Data	560	\$ 5,674.20	\$ 64,277.00	10.1%
						Verdantas (formerly Leighton)	410	\$ 4,748.00	\$ 98,354.12	15.4%
Totals =							3,404	\$ 30,322.20	\$ 638,267.96	100%

¹All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide.

Attachment B - Consultant Cost Proposal
Task Order Estimate - Hourly Breakdown

Att. A, Item 13, 06/26/2025

Total Hours =
Total Costs =

2,342
\$457,217.14

Consultant/Subconsultant:
Task Order Title:

Accenture (formerly Anser)
Beyer Blvd Slope Improvements - CM Services

Contract No.:
Task Order No.:
Amendment No.:

			ODCs	Tyson Atwood	Brandon McKay	Javier Chavez	Gysandra Preciado										Total Hours	Totals	Percent of Total		
				Engineer, Supervising	Engineer, Senior	Prevailing Wage Inspector	Engineer II												Hours	Costs	
Item	WBS Cost -Code	Task Description		\$243.43	\$217.81	\$182.44	\$153.75														
1	0700-0270	Construction Management Services																			
1.1	Pre-Construction		4	120		20										144	\$30,185.92				
1.2	Construction		18	436	1280	400										2,134	\$394,370.10				
1.3	Post-Construction		4	40		20										64	\$12,761.12				
Total ODCs for this task			\$19,900.00														\$19,900.00				
Subtotals (Hours) =			N/A	26	596	1280	440									2,342	\$457,217.14				
Subtotals (Costs) =			\$19,900.00	\$6,329.18	\$129,814.76	\$233,523.20	\$67,650.00									2,342	\$457,217.14	100.0%	100.0%		
Totals =																		2,342	\$457,217.14		
Totals (Summary) =																					
Total (Hours) =			N/A	26	596	1,280	440									2,342					
Total (Costs) =			\$19,900.00	\$6,329.18	\$129,814.76	\$233,523.20	\$67,650.00										\$457,217.14				
Percentage of Total (Hours) =			N/A	1.1%	25.4%	54.7%	18.8%									100.0%					
Percentage of Total (Costs) =			4.4%	1.4%	28.4%	51.1%	14.8%											100.0%			
Actual hours to be billed at SANDAG approved Master Billing Rates																					

**Attachment B - Consultant Cost Proposal
Task Order Estimate - Other Direct Costs (ODCs)**

Att. A, Item 13, 06/26/2025

Consultant/ Subconsultant: **Accenture (formerly Anser)**

Contract No.:

Task Order Title: **Beyer Blvd Slope Improvements - CM Services**

Task Order No.:

Amendment No.:

TASKS (1-5)													
ODC Item	Description	Unit	Unit Cost	1		2		3		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Vehicle	Month	\$1,250.00	14.0	\$17,500.00								
2													
3													
4	Misc. Office Supplies	Month	\$200.00	12.0	\$2,400.00								
5													
6													
7													
8													
9													
10													
11													
12													
13													
Subtotal =				\$19,900.00		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS (6-10)													
ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Vehicle											14	\$17,500.00
2													
3													
4	Misc. Office Supplies											12	\$2,400.00
5													
6													
7													
8													
9													
10													
11													
12													
13													
Subtotal =				Subtotal =				Subtotal =		Subtotal =		Totals =	
												\$19,900.00	

NOTE: All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide. Monthly vehicle rates to be prorated by actual hours worked by employee assigned to vehicle.

**Attachment B - Consultant Cost Proposal
Task Order Estimate - Hourly Breakdown**

Att. A, Item 13, 06/26/2025

Total Hours = **92**
Total Costs = **\$18,419.70**

Consultant/Subconsultant: **Guida**

Contract No.:
Task Order No.:
Amendment No.:

Task Order Title: **Beyer Blvd Slope Improvements - CM Services**

Item	label	TASKS/WBS Description	ODCs													Total Hours	Totals	Percent of Total		
				Surveyor, Senior	Admin II	Surveyor II													Hours	Costs
				\$221.07	\$117.36	\$195.14														
1	0700-0270	Construction Management Services																		
1.1	Construction (Survey)			42	8	42										92	\$18,419.70			
	Total ODCs for this task																			
		Subtotals (Hours) =	N/A	42	8	42										92	\$18,419.70			
		Subtotals (Costs) =		\$9,284.94	\$938.88	\$8,195.88										92	\$18,419.70	100.0%	100.0%	
																Totals =	92	\$18,419.70		
Totals (Summary) =																				
Total (Hours) =			N/A	42	8	42									92					
Total (Costs) =				\$9,284.94	\$938.88	\$8,195.88										\$18,419.70				
Percentage of Total (Hours) =			N/A	45.7%	8.7%	45.7%									100.0%					
Percentage of Total (Costs) =				50.4%	5.1%	44.5%										100.0%				
Actual hours to be billed at SANDAG approved Master Billing Rates																				

**Attachment B - Consultant Cost Proposal
Task Order Estimate - Other Direct Costs (ODCs)**

Att. A, Item 13, 06/26/2025

Consultant/ Subconsultant: **Guida**

Contract No.:

Task Order Title: **Beyer Blvd Slope Improvements - CM Services**

Task Order No.:

Amendment No.:

				TASKS (1-5)									
ODC Item	Description	Unit	Unit Cost	1		2		3		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS (6-10)													
ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

NOTE: All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide. Monthly vehicle rates to be prorated by actual hours worked by employee assigned to vehicle.

Attachment B - Consultant Cost Proposal
Task Order Estimate - Hourly Breakdown

Att. A, Item 13, 06/26/2025

Total Hours =

560

Total Costs =

\$64,277.00

Consultant/Subconsultant:

Tierra Data

Contract No.:

Task Order No.:

Amendment No.:

Task Order Title:

Beyer Blvd Slope Improvements - CM Services

Item	label	TASKS/WBS Description	ODCs													Total Hours	Totals	Percent of Total																
				Biologist II	Biologist III	GIS Specialist, Senior	Admin, Senior											Hours	Costs															
				\$92.03	\$111.20	\$153.38	\$130.65																											
1	0700-0270	Construction Management Services																																
1.1	Environmental Compliance Monitoring			320	160	40	40									560	\$58,602.80																	
1.2																																		
1.3																																		
1.4																																		
1.5																																		
1.6																																		
1.7																																		
	Total ODCs for this task		\$5,674.20														\$5,674.20																	
	Subtotals (Hours) =	N/A		320	160	40	40									560	\$64,277.00																	
	Subtotals (Costs) =	\$5,674.20		\$29,449.60	\$17,792.00	\$6,135.20	\$5,226.00									560	\$64,277.00	100.0%	100.0%															
																	Totals =		560	\$64,277.00														
																	Totals (Summary) =																	
																	Total (Hours) =		N/A	320	160	40	40									560		
																	Total (Costs) =		\$5,674.20	\$29,449.60	\$17,792.00	\$6,135.20	\$5,226.00										\$64,277.00	
																	Percentage of Total (Hours) =		N/A	57.1%	28.6%	7.1%	7.1%										100.0%	
																	Percentage of Total (Costs) =		8.8%	45.8%	27.7%	9.5%	8.1%										100.0%	
Actual hours to be billed at SANDAG approved Master Billing Rates																																		

14

Page ____ of ____

MTS Attachment B Beyer Blvd Accenture r1

MTS DOC NO. PWG438.0-25

A - 14

**Attachment B - Consultant Cost Proposal
Task Order Estimate - Other Direct Costs (ODCs)**

Att. A, Item 13, 06/26/2025

Consultant/ Subconsultant: **ECORP**

Contract No.:

Task Order Title: **Slope and Drainage Improvement Along San Ysidro Yard**

Task Order No.:

Amendment No.:

				TASKS (1-5)									
ODC Item	Description	Unit	Unit Cost	1		2		3		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	miles	\$0.70	8,106	\$5,674.20								
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS (6-10)													
ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage											8,106	\$5,674.20
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$5,674.20

NOTE: All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide. Monthly vehicle rates to be prorated by actual hours worked by employee assigned to vehicle.

Attachment B - Consultant Cost Proposal
Task Order Estimate - Hourly Breakdown

Att. A, Item 13, 06/26/2025

Total Hours =		410	Consultant/Subconsultant: Verdantas (formerly Leighton)												Contract No.:				
Total Costs =		\$98,354.12	Task Order Title: Beyer Blvd Slope Improvements - CM Services												Task Order No.:				
															Amendment No.:				
Item	label	TASKS/WBS Description	ODCs												Total Hours	Totals	Percent of Total		
				Engineer, Supervising	Engineer, Senior	Admin, Senior	Geologist, Senior	PW Soils Technician	GIS Specialist, Senior										
				\$301.37	\$210.95	\$109.80	\$187.91	\$235.88	\$175.38										Hours
1		Material Sampling, Testing, and As-Graded Report																	
1.1		Task Order Management		16	34	10	30	310	10						410	\$93,606.12			
		Total ODCs for this task	\$4,748.00													\$4,748.00			
		Subtotals (Hours) =	N/A	16	34	10	30	310	10						410	\$98,354.12			
		Subtotals (Costs) =	\$4,748.00	\$4,821.92	\$7,172.30	\$1,098.00	\$5,637.30	\$73,122.80	\$1,753.80						410	\$98,354.12	100.0%	100.0%	
															Totals =		410	\$98,354.12	
Totals (Summary) =																			
Total (Hours) =			N/A	16	34	10	30	310	10						410				
Total (Costs) =			\$4,748.00	\$4,821.92	\$7,172.30	\$1,098.00	\$5,637.30	\$73,122.80	\$1,753.80							\$98,354.12			
Percentage of Total (Hours) =			N/A	3.9%	8.3%	2.4%	7.3%	75.6%	2.4%						100.0%				
Percentage of Total (Costs) =			4.8%	4.9%	7.3%	1.1%	5.7%	74.3%	1.8%								100.0%		
Actual hours to be billed at SANDAG approved Master Billing Rates																			

**Attachment B - Consultant Cost Proposal
Task Order Estimate - Other Direct Costs (ODCs)**

Att. A, Item 13, 06/26/2025

Consultant/ Subconsultant: **Verdantas**

Contract No.:

Task Order Title: **Beyer Blvd Slope Improvements - CM Services**

Task Order No.:

Amendment No.:

TASKS (1-5)

ODC Item	Description	Unit	Unit Cost	TO Management		Field Observation and Testing		Final Reporting		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	Miles	\$0.67	3,400	\$2,278.00								
2	Proctor (ASTM D1557)	Ea	\$160.00	4	\$640.00								
3	Sieve Analysis	Ea.	\$135.00	4	\$540.00								
4	Expansion Index	Ea.	\$130.00	2	\$260.00								
5	Corrosion Series	Ea.	\$265.00	2	\$530.00								
6	Concrete Compression Test	Ea.	\$25.00	20	\$500.00								
7													
8													
9													
10													
11													
12													
13													

Subtotal = **\$4,748.00** Subtotal = Subtotal = Subtotal = Subtotal =

TASKS (6-10)

ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage											3,400	\$2,278.00
2	Proctor (ASTM D1557)											4	\$640.00
3	Sieve Analysis											4	\$540.00
4	Expansion Index											2	\$260.00
5	Corrosion Series											2	\$530.00
6	Concrete Compression Test											20	\$500.00
7													
8													
9													
10													
11													
12													
13													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$4,748.00**

NOTE: All ODCs will be billed at actuals, supported by receipts and per Caltrans Travel and Expense Guide. Monthly vehicle rates to be prorated by actual hours worked by employee assigned to vehicle.

EXHIBIT C
IN ACCORDANCE WITH THE STANDARD AGREEMENT, INCLUDING STANDARD CONDITIONS

7.1. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees that in the performance of this Agreement it shall act as an independent contractor and not as an employee of MTS. Contractor has and hereby retains full control of all the employment, compensation, and discharge of all employees of Contractor assisting in its performance hereunder. Contractor shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. MTS shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Except as otherwise specifically provided, as an independent contractor, Contractor is solely responsible for determining the means and methods of performing the services described in the scope of work. Contractor shall perform the work contemplated with resources available within its own organization.

7.2. INSURANCE

Contractor will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself.

All policies required shall be issued by companies who are licensed or approved to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

MTS utilizes the services of a third-party insurance monitoring company. As a condition of contract award, Contractor shall submit any required insurance policies to the third-party monitoring company of MTS' choosing.

7.3. 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 Liability Insurance 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 in compliance with the applicable statutory requirements. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver.

7.4. **ADDITIONAL COVERAGES REQUIRED (AS INDICATED)**

.. (1) Owner-Provided Builder's Risk
PROVIDED

MTS will provide Builder's Risk Insurance on a special form basis, excluding the perils of earthquake and flood, at a limit of not less than the full replacement value of the work and covering the work and all materials and equipment to be incorporated therein, including property in transit elsewhere, and insuring the interests of the Contractor, subcontractors, materialmen, and MTS, SDTI, SD&AE, SD&IV, SDTC, MTS' contractor for design, and MTS' 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.

p (2) Railroad Protective or Equivalent
REQUIRED

Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted. Option: purchase separate Railroad Protective Liability Policy as required.

p (3) Professional Liability
REQUIRED

At all times during this contract, and for twelve (12) months following acceptance of work by owner, Contractor agrees to maintain Professional Liability Insurance with respect to services or operations under this Agreement.

.. (4) Pollution Legal Liability
REQUIRED

At all times during this contract, and for twenty-four (24) months following, Contractor agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than twenty-four (24) months.

.. (5) Contractor Equipment
REQUIRED

At all times during this contract, Contractor agrees to maintain Contractor's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless MTS for any loss or damage to its equipment.

“(6) Installation Floater
REQUIRED

At all times during this contract, Contractor agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Contractor. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, and SDTC, and the policy form must permit and accept such waiver. Contractor hereby releases and holds harmless these entities for any loss or damage to its property.

“(7) Garage Keeper’s Legal Liability & Automobile Portion
REQUIRED

At all times during this contract, Contractor agrees to maintain Garage Keeper’s Legal Liability as well Automobile Portion which covers the risk of loss or damage to MTS vehicles while in the care, custody or control of Contractor. Automobile portion shall cover the Contractor in the event of a vehicle accident while they are driving a MTS vehicle, which results in a third party claim of physical damage or bodily injury.

“(8) Crime Fidelity Insurance
REQUIRED

At all times during this contract, Contractor agrees to maintain Crime Fidelity Insurance with respect to services or operations under this agreement. The coverage should include the following:

- Employee dishonesty/theft
- Theft, disappearance and destruction on the premises
- Theft, disappearance and destruction while in transit
- Forgery/alteration

“(9) Umbrella or Excess Liability (if required to meet liability limits above)
REQUIRED

Contractor agrees that any Umbrella or Excess Liability Policy utilized to provide the required limits of liability shall contain coverage at least as broad as that provided by the General Liability Policy, and be written for a term concurrent with the General Liability Policy.

“(10) Primary and Non-Contributory Insurance
REQUIRED

Contractor agrees that all general liability coverages required under this insurance section are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC shall be excess and noncontributory (endorsement required).

7.5. MINIMUM POLICY LIMITS REQUIRED

Commercial General Liability (Per Occurrence):	<u>Limits</u>
(General Aggregate)	<u>\$3,000,000</u>
(Completed Operations & Products Aggregate)	<u>\$6,000,000</u>
Automobile Liability: (Combined Single Limit)	<u>\$2,000,000</u>
Worker’s Compensation:	<u>\$2,000,000</u>
Employer’s Liability per Accident/or Disease:	<u>Statutory Limits</u>
	<u>\$1,000,000</u>

Additional Coverages (as indicated under Section B, Additional Coverages Required):

..	B (1) Builder's Risk	Replacement Cost
p	B (2) Railroad Protective (Aggregate)	\$3,000,000 \$6,000,000
p	B (3) Professional Liability	\$2,000,000
..	B (4) Pollution Liability	\$
..	B (5) Contractor Equipment	Replacement Cost
..	B (6) Installation Floater	Replacement Cost
..	B (7) Garage Keeper's Legal Liability (Combined Single Limit (CSL))	\$ Per Occurrence)
..	B (8) Crime Fidelity Insurance	\$
p	B (9) Umbrella or Excess Liability (if required to meet liability limits above)	\$

7.6. **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 Section 2(E) 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 2 is cancelled, otherwise lapses or fails to meet the coverage limits at any time, and for any duration, during the term of this Agreement.

7.7. **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.

7.8. **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.

7.9. TERMINATION OF AGREEMENT**A. 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 affected 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 on 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 disposition of property acquired by MTS under this agreement.

If claimed in writing within thirty (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.

7.10. TERMINATION FOR DEFAULT

In case of Contractor breach or failure to perform, MTS reserves the right to terminate the contract for default. MTS may award the contract to the next lowest responsive, responsible Proposer, 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 contract, 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 ten (10) 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 contract. 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.
- (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 contract 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 ten (10) 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 contract should not be terminated.

If MTS does not find that the Contractor has demonstrated sufficient reason for its failure to cure, the contract shall be deemed terminated. The Contractor shall only be paid the contract price for supplies received and accepted, or services performed in accordance with the manner set forth in the contract. 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 contract for convenience.

7.11. INDEMNITY

A. General

With regard to the Contractor's performance in connection with or incidental to this Agreement, but excluding its performance of professional services and the indemnification and hold harmless aspects thereto as set forth below, the Contractor agrees to defend, indemnify, protect and hold MTS and its directors, officers, and employees as well as any additional insured identified pursuant to this Agreement, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractors' or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Contractors and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney's fees and costs; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole

negligence or willful misconduct of MTS, its directors, agents, officers, employees, or additional insureds.

B. Professional Services

With regard to the Contractor's performance of professional services, the Contractor agrees to defend, indemnify, and hold harmless MTS, its directors, officers, and employees, as well as any additional insured identified pursuant to this Agreement, from and against any and all claims, costs, suits, and damages, including, but not limited to, reasonable attorney's fees and losses or payments for injury to any person or property arising out of, pertaining to or relating to the negligent, reckless or willful acts, errors, or omissions of the Contractor and/or its subcontractor associated with the Project.

C. Survival of Indemnification

This Section of the Agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. This Section of the Agreement shall survive in perpetuity. Subject to any applicable statutes of limitation and/or repose.

D. Job Site Safety

MTS agrees that, in accordance with generally-accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction on the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and RFQ No. 5007809 158 RFQ Attachment 20 not be limited to normal working hours. Contractor shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor.

7.12. ASSIGNABILITY

- (a) By MTS. This contract is assignable, in whole or in part, to any other government agency, including the North County Transit District and/or the San Diego Association of Governments and/or the Metropolitan Transit System. The party wishing to exercise the assignment (also known as a "piggyback") shall perform an independent cost estimate to determine fair and reasonable pricing, and shall enter into its own contract with the vendor based upon the terms and conditions of this IFB. Any assignment or piggyback shall comply with Federal Transit Administration (FTA) requirements if applicable. MTS shall have no responsibility or liability for any such assignment or piggyback.
- (b) By Contractor. 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.

7.13. SUBCONTRACTORS

Contractor agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the Work. 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.

7.14. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Post Office, addressed as follows:

To MTS:

San Diego Metropolitan Transit System (MTS)
Attention: Chief Executive Officer
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

To Contractor:

As shown on front page.

7.15. CONSIDERATION PAID

MTS shall reimburse the Contractor for actual costs (including labor costs, employee benefits, overhead, and other direct costs incurred by the Contractor in performance of the work. Actual costs shall not exceed the estimated wage rates established in the negotiations between the Parties.

Fees and all other charges will be billed as identified in this agreement, and the net amount shall be due at the time of billing, unless otherwise specified.

Payments will be made as set forth in this agreement; however, payments may be withheld or portions thereof may be deducted or setoffs may be made against Contractor if Contractor is not performing work in accordance with the applicable provisions of this Agreement. The time for payment of invoices or for accepting any discounts offered shall run only from the date of receipt of correct invoices with required certification documents by MTS.

Travel reimbursement and expenses shall be in accordance with MTS's travel policy 44-C.

7.16. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

- A. MTS's Equal Employment Opportunity Program: 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). A Workforce Report form signed by the Contractor is a condition for the award of this contract.
- 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, religion, disability or age.

- C. Compliance with Regulations: The Contractor agrees to take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, sex, religion, disability or age. 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.

In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity"), and any federal statutes, executive orders, regulations and federal policies that may in the future affect construction activities undertaken in the course of the Project.

- D. Incorporation of Provisions: The Contractor shall include the above provisions of subsection C "Compliance with Regulations" in every subcontract unless exempt by the regulations, or directives issued pursuant thereto.

7.17. COST PRINCIPLES

Contractor and any subcontractors agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items.

Contractor and its subcontractors shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion.

Any costs for which payment has been made that are determined by a subsequent audit to be unallowable under the provisions above are subject to repayment by the Contractor to MTS.

7.18. CHANGES IN WORK

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the MTS Project Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The written notice of potential change in work be given to MTS prior to the time Contractor shall have performed the work within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential change in work.

The MTS Project Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the MTS Project Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

7.19. LITIGATION EXPENSES

If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

7.20. EXCLUSIVE USE

The services hereunder are provided for the exclusive use of MTS and such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Contractor, are not to be used or relied upon by other parties except as authorized by MTS.

7.21. 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 Disadvantaged Business Enterprises (DBEs) in Department of Transportation (DOT) Financial Assistance Programs." MTS' DBE program has an aspirational goal of 5.6% participation by certified DBE's over Federal Fiscal years 2025-2027 (October 1, 2024 – September 30, 2027) time period. There is no specific DBE contract 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 contracts financed, in whole or in part, with federal funds. 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 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 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;
8. Ensure MTS contractors and subcontractors take all necessary; and reasonable steps to comply with these policy objectives.

To ascertain whether its overall DBE goal is being achieved, MTS is tracking DBE participation on all federal-aid contracts. Therefore, all bidders and successful Contractors are required to:

- Complete MTS's Designation of Subcontractors and "DBE Program – Information for MTS's Bidder List"

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. For bonding or financial assistance resources, visit www.sba.gov.

Contractor shall be fully informed in respect to the requirements of the DBE regulations. The DBE regulations in their entirety are incorporated herein by this reference (see 49 CFR 26). Contractor's attention is directed to the following matters:

- A. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, manufacturer, regular dealer or trucking company. DBE participation will be counted toward MTS's overall DBE goal per the DOT Regulations stated in 49 CFR 26.55.
- B. A DBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.
- C. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: To view the CUCP statewide DBE Directory, please use the following link: <http://californiaucp.org/>.
- D. If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification.
- E. The contractor must promptly notify MTS whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTS.

7.22. PROMPT PAYMENTS TO SUBCONTRACTORS

- A. A Contractor or subcontractor shall pay each subcontractor participating on the contract for satisfactory completion of accepted work no later than 30 calendar days from the receipt of each payment the Contractor receives from MTS. Any subcontractor will also be required to pay any lower-tier subcontractors no later than 30 calendar days from the receipt of each payment from the Contractor. Any retainage kept by the Contractor or by a subcontractor must be paid in full to the subcontractor in thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment over 30 calendar days may occur only for good cause following written approval of MTS.

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, 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. 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.

This section applies to both DBE and non-DBE subcontractors and Contractor must require this clause be included in its subcontracts and lower-tier subcontracts related to the performance of this contract.

- B. If any subcontractors, Contractor must submit the MTS Prompt Payment Certification Form to MTS with their invoice request to MTS. The form certifies that all subcontractors and lower-tier subcontractors were paid within thirty (30) calendar days of receiving payment from MTS for work performed during the previous month. The Contractor must submit the completed certification, as required on the form, and the month following final acceptance of the project.

7.23. RECORDS RETENTION AND ACCESS TO SITES OF PERFORMANCE

(a) Types of Records. Contractor and any Subcontractor shall retain, complete and make readily accessible records related in whole or in part to the performance of the Contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(b) Retention Period. The Contractor and any Subcontractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(c) Access to Records and Sites of Performance. Contractor and any Subcontractor shall:

(1) Provide sufficient access to inspect, copy and audit records and information, related to the performance of the Contract, upon receipt of a request made by the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, the Comptroller General's duly authorized representatives, State of California or its duly authorized representatives, the California State Auditor, and/or MTS;

(2) Permit those individuals listed above access to all records of employment, employment advertisements, employment application forms, and other pertinent data related to the performance of the Contract;

(3) 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.

(4) 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.

7.24. STANDARD OF PERFORMANCE

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

7.25. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that she or he has not agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, MTS shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement a price or consideration, or otherwise recover the full amount of such fee, percentage, brokerage fee, gift, or contingent fee.

7.26. CALIFORNIA POLITICAL REFORM ACT

Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as MTS, may be deemed to be a "public official" subject to the Act if the Contractor advises MTS on decisions or actions to be taken by MTS. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act and the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

7.27. OWNERSHIP OF DOCUMENTS

Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of MTS. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to MTS without restriction or limitation on its use.

7.28. TIME

The Contractor acknowledges that timely performance is an important element of this Agreement. Accordingly, the Contractor shall consistent with the Standard of Performance set forth in Article 18 hereof, put forth its professional effort to complete its services in accordance with the agreed-upon schedule.

7.29. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties and no attempted modification shall be binding unless in writing and signed by MTS and the Contractor. All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to contracts made to be performed within the state.

7.30. CONTRACTOR AND SUBCONTRACTOR ASSURANCE

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

7.31. 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 fifteen 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 California Government Code section 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.

7.32. DUTY TO CLARIFY OBVIOUS AMBIGUITY

The Contractor is required to seek clarification of any obvious ambiguity contained in the contract documents. Failure to do so will result in an interpretation of the ambiguous provision favorable to MTS should a dispute later arise concerning that provision.

7.33. PREVAILING WAGE

A. Prevailing Wage Rates.

Contractor is aware of the requirements of California 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. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement 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 alleged 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.

If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, Contractor and all its subcontractors shall pay the higher of the state or federal prevailing wage rates.

B. 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 Services subject to the Prevailing Wage Laws. 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.

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.

C. California Department of Industrial Relations Registration.

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

D. Labor Certification.

By its signature hereunder, Contractor certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

7.34. ROYALTIES AND PATENT FEES

The Contractor shall pay all royalties and patent fees, and shall defend all suits and claims for infringements of any patent rights, and shall hold MTS harmless from loss on account thereof. If however, the Contractor has information that the procedures or articles specified are an infringement of a patent, the Contractor shall be responsible for any loss unless said information is promptly given to MTS by Contractor.

7.35. PATENT RIGHTS**A. General.**

If any invention, improvement, or discovery of MTS, or any of its third-party contractors, is conceived or first actually reduced to practice in the course of, or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, MTS is required to notify FTA immediately and provide a detailed report.

B. Federal Rights.

Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of MTS, third party contractor, subrecipient and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, MTS, irrespective of its status or the status of any subrecipient or any third party contractor at any tier (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), MTS shall transmit to FTA those rights due the Federal Government in any invention resulting from that third party contract described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts, and cooperative Agreements," 37 C.F.R. Part 401.

7.36. RIGHTS IN DATA AND COPYRIGHTS**A. Definition.**

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement. Examples include, but are not limited to: computer software, engineering drawings and associated lists; specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

B. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement:

1. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such

time as the Federal Government may have either released or approved the release of such data to the public.

2. This restriction on publication, however does not apply to an Agreement with an institution of higher learning.
- C. Federal Rights in Data and Copyrights. In accordance with 49 C.F.R. § 19.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the "subject data" described in the following subsection 1 and 2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright's owner's consent, the Federal Government may not extend its federal license to other parties.
1. Any subject data developed in the Grant Agreement or Cooperative Agreement, or under a third-party contract or sub agreement financed by the Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 2. Any rights of copyright to which MTS, a subrecipient or third party contractor purchases ownership with federal assistance.
- D. Special Federal Rights for Planning, Research, and Development Projects. When FTA provides financial assistance for a planning, research, development or a Demonstration Project, it is FTA's general intention to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Recipient of FTA financial assistance to support a planning, research, development, or a Demonstration Project agrees that in addition to the rights in data and copyrights of Subsection C of this Section, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under the Grant Agreement or Cooperative Agreement, or a copy of the subject data first produced under the Grant Agreement or Cooperative Agreement. If the Project, which is the subject of the Grant Agreement or Cooperative Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in Subsection A of this Section and shall be delivered as the Federal Government may direct. This Subsection D of this Section, however, does not apply to adaptations of automatic data processing equipment or programs for MTS' use whose costs are financed with Federal transportation funds for capital projects.
- E. Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, Contractor agrees to indemnify, save, and hold harmless MTS, the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this project, the Grant Agreement or Cooperative Agreement. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of Federal Government.

- F. Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data, shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- G. Application to Materials Incorporated into Project. The requirements of Sub-sections B, C and D of this Section, do not apply to material furnished by Contractor, and incorporated into the work carried out under this project, the Grant Agreement or Cooperative Agreement, provided that Contractor identifies the incorporated material at the time of delivery of the work.

7.37. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following federal regulations including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- I. FTA Regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

7.38. METRIC SYSTEM

As required by U.S. DOT or FTA, Contractor agrees to use the metric system of measurement in its Project activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric

Usage in Federal Government Programs,” 15 U.S.C. §§ 205a note; and any U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

7.39. SUBSTANCE ABUSE

Pursuant to the rules and regulations of the Department of Transportation, Contractor will be required to comply with all applicable drug and alcohol testing requirements, including the amendments to 49 C.F.R. parts 655.

As a condition of this Contract, the following are the Contractor's Drug and Alcohol Testing Obligations:

- A. Contractors Certification: Contractor certifies that it will comply with all applicable drug and alcohol testing requirements provided by law, including, but not limited to, the drug and alcohol testing requirements set forth in the Department of Transportation's regulations.
- B. Indemnification of MTS: Contractor agrees to indemnify, defend and hold harmless MTS, SDTI and SDTC, and their directors, employees and agents from and against any loss, damage, expense and liability that MTS, SDTI or SDTC, may incur as a result of Contractor's failure to comply with any applicable drug and alcohol testing obligations.
- C. Survival of MTS' Indemnification Rights: The rights and obligations contained in "B" (Indemnification of MTS) will survive any termination or expiration of this Agreement.
- D. Failure to comply with Drug and Alcohol Testing Obligations May Result in Termination of Contract: If, at any time during the period of this Agreement, Contractor fails to comply with any applicable drug and alcohol testing requirements, MTS will consider such failure a material breach of this Agreement, and MTS may terminate this Agreement immediately.

7.40. 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.

7.41. 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:

1. Registered sex offenders are ineligible.
2. Espionage or conspiracy to commit espionage.
3. Sedition or conspiracy to commit sedition.
4. Treason or conspiracy to commit treason.
5. A federal crime of terrorism as defined in 18 U.S.C. 2332b(g), or comparable State law, or conspiracy to commit such crime.
6. A crime involving a TSI (transportation security incident). Note: A transportation security incident 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.
7. Improper transportation of a hazardous material under 49 U.S.C. 5124 or a comparable state law.
8. 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).
9. Murder.
10. 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 transportation system, or an infrastructure facility.
11. 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.
12. Attempt to commit the crimes in items (2)-(5) of this section.
13. Conspiracy or attempt to commit the crimes in items (6)-(11) of this section.
14. 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):

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.

1. Extortion.
2. 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).
3. Bribery.
4. Smuggling.
5. Immigration violations.
6. Distribution, possession w/ intent to distribute, or importation of a controlled substance.
7. Arson.
8. Kidnapping or hostage taking.
9. Rape or aggravated sexual abuse.
10. Assault with intent to kill.
11. Robbery.
12. Fraudulent entry into a seaport as described in 18 U.S.C. 1036, or a comparable State law.
13. 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.
14. Voluntary manslaughter.
15. Conspiracy or attempt to commit crimes in this section.
16. 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 judgement 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.

7.42. NONWAIVER

Failure of MTS to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein, or by law, or to properly notify Contractor in the event of breach, or the acceptance of payment for any goods hereunder, or review of design, shall not release Contractor from any of the warranties or obligations of this agreement, and shall not be deemed a waiver of any right of MTS to insist regardless when shipped, received, or accepted or as to any prior or subsequent default hereunder, nor shall any revision of this agreement by MTS operate as a waiver of any of the terms hereof. A requirement that a Contractor's document be submitted for or subject to "authorization to proceed," "approval," "acceptance," "review," "comment," or combinations of such words or words of like import shall mean, unless the context clearly indicates otherwise, that Contractor shall, before implementing the information in the document, submit the document, obtain resolution of any comments, and obtain written authorization from MTS to proceed, and shall mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, test methods, or materials developed or selected by Contractor and shall not relieve Contractor from full compliance with contractual obligations.

7.43. WATER QUALITY MANAGEMENT AND COMPLIANCE

To the extent that Consultant's services can impact storm water, the following shall apply:

- A. Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.
- 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 any other 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 California Stormwater Quality Association standards, 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.

7.44. ROADWAY WORKERS PROTECTION TRAINING

Prior to entering the MTS railroad operating corridor, all workers of Contractor, sub-Contractors, and any other (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:

<http://www.sdmts.com/Business/RAILSAFETYTRAINING.htm>.

Any costs related to RWP training courses shall be at the sole expense of the Contractor and MTS shall at no time be responsible for reimbursement of said costs.

7.45. 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 a MTS flagger(s) will be necessary.

- A. The MTS Flagger will be provided at the expense of the party requesting the work. The requester will be responsible to contact SDTI Assignment Office at 619.595.4956 no later than 24 hours prior to beginning of work for all cancellations and may be subject to SDTI labor reporting costs.

7.46 STATE RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS

California Government Code section 84308 (also known as the "Levine Act") requires (a) disclosure of certain campaign contributions from Proposer or its agents to MTS Board Members; and (b) disqualification of those Board Members from participating in an MTS decision related to this procurement if the campaign contribution(s) meets the criteria set forth in the Levine Act. This procurement includes a CAMPAIGN CONTRIBUTION DISCLOSURE FORM that must be completed and submitted with the proposal. MTS reserves the right to request an update of the form during the applicable Levine Act compliance periods..

EXHIBIT D
FORMS

CONTACT INFORMATION

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Respondent.

RETURN THIS FORM WITH YOUR PROPOSAL

Company Information:

The Official, Legal Name of Proposing Firm:	Accenture Infrastructure and Capital Projects, LLC		
Doing Business As:			
Legal Structure (Corp./Partner/Proprietor):	Limited Liability Company		
Company Mailing Address:	12680 High Bluff Drive		
	Street		
	San Diego, CA 92130		
	City	State	Zip

Person Authorized to sign:

Point of Contact:	Tyson Atwood, PE
Title:	Senior Vice President
E-Mail Address:	tyson.atwood@accenture.com
Phone Number:	805-459-7697

Accounts Receivable

Point of Contact:	Trina McWilliams, CPA
Title:	Assistant Corporate Controller
E-Mail Address:	trina.mcwilliams@accenture.com
Phone Number:	407-743-2639

Labor Compliance

Point of Contact:	Kathy Keating
Title:	Director, Labor Compliance
E-Mail Address:	kathryn.keating@accenture.com
Phone Number:	619-933-4952

MTS DBE PROGRAM - INFORMATION FOR BIDDER LIST AND 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.

1. Firm Name:	Accenture Infrastructure and Capital Projects, LLC
2. Firm's Full Address (street, city, state, and zip code):	12680 High Bluff Drive San Diego, CA 92130
3. NAICS code for work seeking to perform:	541330, 541618, 541611
4. If applicable, please check any certification that your firm currently maintains:	<input type="checkbox"/> DBE <input type="checkbox"/> SB – Small Business <input type="checkbox"/> DVBE – Disabled Veteran Owned Business <input type="checkbox"/> LGBTBE – LGBT Owned Business <input type="checkbox"/> MBE – Minority Owned Business <input type="checkbox"/> PDBE – Persons with Disability Owned Business <input type="checkbox"/> 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):	<input type="checkbox"/> Construction/Maintenance Services <input type="checkbox"/> Professional Services <input type="checkbox"/> Other Services – e.g. broker <input type="checkbox"/> Manufacturer of Materials/Supplies <input type="checkbox"/> Regular Dealer of Materials/Supplies <input type="checkbox"/> Distributer of Materials/Supplies <input type="checkbox"/> Other (not listed above) Material Supplier <input type="checkbox"/> Trucking
6. Race of majority owner of firm:	Not Applicable
7. Gender of majority owner of firm:	Not Applicable
8. Year firm was established:	1996
9. Please check your firm's applicable annual gross receipt range:	<input type="checkbox"/> Less than \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$15,000,000 <input type="checkbox"/> \$15,000,001 - \$30,720,000 <input type="checkbox"/> \$30,720,001 - \$50,000,000 <input checked="" type="checkbox"/> Greater than \$50,000,000

SIGNATURE ACKNOWLEDGES AND AFFIRMS ACCURACY OF COMPLETED FORM

SUBCONTRACTOR

(If multiple subcontractors, copy this form)

PRIME CONTRACTOR

Signature: _____

Date: _____

Signature: 

Date: April 2, 2025

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. <u>Construction /Maintenance Services</u> – 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. <u>Construction /Maintenance Services</u> – 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. <u>Professional Services</u> – Bona Fide Services	E.g. professional, technical, architectural and engineering, managerial, providing bonds, or insurance	Count 100%
2b. <u>Services</u> – 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. <u>Materials and Supplies</u> – Manufacturer	Owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials	Count 100%

Type of Work Performed	Definitions	Counting Rules of DBE Prime or DBE Subcontract Dollar Value
	or assembling components to create the product to meet contract specifications. Not a manufacturer if only does minor modifications to materials.	
3b. <u>Materials and Supplies</u> – Regular Dealer	<p>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.</p> <p>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.</p> <p>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.</p> <p>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)</p>	Count 60% of cost of materials or supplies (including transportation costs)
3c. <u>Materials and Supplies</u> – 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. <u>Materials and Supplies</u> – 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 supplies required on a job site (exclude cost of

Type of Work Performed	Definitions	Counting Rules of DBE Prime or DBE Subcontract Dollar Value
	RETURN THIS FORM WITH YOUR BID	the materials and supplies themselves)
4a. <u>Trucking</u> – 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. <u>Trucking</u> – 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**

RETURN THIS FORM WITH YOUR BID

CONTRACTOR AND SUBCONTRACTOR'S STATEMENT OF ELIGIBILITY

(Provide one completed Form for the Prime Contractor and any Subcontractors)

MTS may not permit a contractor or subcontractor to bid on, be awarded, or perform work on a public works project if the contractor or subcontractor is ineligible to bid on, be awarded or perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7.

In addition, MTS may not award any federally funded contract over \$25,000 to a contractor or subcontractor that is excluded or disqualified pursuant to 2 CFR Part 180 Subpart C.

The prime/subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

QUESTIONNAIRE

Has the Contractor, or any officer, principal, affiliates or employee of the Contractor ever been debarred, suspended, proposed for debarment, declared ineligible or otherwise prevented from bidding on, or completing a federal, state, or local government project? ☐ Yes ☒ No

If the answer is yes, or where the prime/subcontractor is unable to certify any of the statements in the above certifications, such prime/subcontractor shall attach an explanation (i.e. date, background, resolution) with this form.

Note: Failure to provide this form at the time of Bid/Proposal will not result in a finding of a non-responsive bid/proposal. Submittal of this form for The Prime Contractor and all Subcontractors is required for a Proposer to be deemed "Responsible." MTS encourages Proposers to complete and submit all forms at the time of bid/proposal.

SUBCONTRACTOR

(Copy this form if needed for additional subcontractors)


Business Name: _____
License No. _____
(if applicable): _____
DUNS No.: _____

PRIME CONTRACTOR

Business Name: Accenture Infrastructure and Capital Projects, LLC
License No. _____
(if applicable): N/A
DUNS No.: 137820580 (Accenture, LLP - parent company)

ACKNOWLEDGED AND AGREED

Print Name: _____
Title: _____
Signature: _____
Date: _____

Print Name: Tyson Atwood, PE
Title: Senior Vice President
Signature: 
Date: April 2, 2025

EQUAL OPPORTUNITY PROGRAM WORKFORCE REPORT

Metropolitan Transit System (MTS) enforces an Equal Opportunity (EEO) program established under MTS policies and procedures No. 25. This program prohibits discrimination in employment and requires MTS Contractors to be equal opportunity employers. You may submit a copy of the Employer Information Report, EEO-1, in lieu of the **Equal Opportunity Program Workforce Report Continued Form**. The undersigned hereby certifies that the foregoing data contained herein is true and correct:

COMPLETE ALL SECTIONS OF THIS FORM:

1. The Official, Legal Name of Proposing Firm:

Accenture Infrastructure and Capital Projects, LLC
2. Doing Business As:
3. Legal Structure (Corp./Partner/Proprietor):

Limited Liability Company
4. Address of Establishment in San Diego County:

12680 High Bluff Drive

Street

San Diego, CA 92130

CityStateZip
5. If there is no office in San Diego County, or if there are less than 15 employees in that office, include an address for your regional office that will oversee the work under MTS' contract:

Street

CityStateZip

Employment Data - Include the employees located in San Diego County only, unless your firm employs fewer than fifteen (15) people locally. In the event, you should list the workforce of the regional office that will oversee the work under MTS' contract. Report all permanent full-time and part-time employees including apprentices and on-the-job trainees. Blank spaces will be considered as zeros

ACKNOWLEDGED AND AGREED

6. Name, Address, and Phone Number of Person to Contact Regarding this Report:

- Name of Signee:

Tyson Atwood, PE
- Title:

Senior Vice President
- Phone Number
- Address:


12680 High Bluff Drive

Street

San Diego, CA 92130

CityStateZip
- Name of Signee:

Tyson Atwood, PE
- Authorized Signature:


- Date:

April 2, 2025

EQUAL OPPORTUNITY PROGRAM WORKFORCE REPORT CONTINUED

OCCUPATIONAL CATEGORY	African American		Hispanic		Asian or Pacific Islander		Native American		Other		Overall Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Executive/Managerial	0	0	0	0	0	0	0	0	4	1	4	1
Engineers/Architects/ Surveyors	0	0	0	0	0	0	0	0	0	1	0	1
Professionals (N.E.C.)	0	0	2	2	0	1	0	0	5	6	7	9
Technicians	0	0	1	0	0	0	0	0	2	0	3	0
Sales												
Administrative Support												
Protective Services												
Services (N.E.C.)												
Craft Workers (Skilled)												
Machine Operators, Assemblers & Inspectors												
Transportation and Material Moving												
Laborers (Unskilled)												
TOTALS FOR EACH COLUMN	0	0	3	2	0	1	0	0	11	8	14	11

Indicate by gender and ethnic code the number of the above workforce, which are persons with disabilities:

DISABLED												
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ETHNIC IDENTIFICATION

African American: (NOT OF HISPANIC ORIGIN): All persons having origins in any of the black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area, includes, China, Japan, Korea, the Philippine Islands, and Samoa.

Native American: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

Other: Caucasian and others not falling into one of the designated categories.

DISABLED DEFINITION

Any person who 1) has a physical or mental condition which limits one or more of such person's major life activities, 2) has a history of such a condition, or 3) is regarded as having such a condition. For purposes of this definition, "major life activity" means any mental or physical function or activity, which if impaired, creates a substantial barrier to employment.

OCCUPATIONAL CATEGORY LIST

Executive/Managerial

Executive, Management Related

Engineers/Architects/Surveyors

Professionals (N.E.C.) *

Mathematical and Computer Scientists

Natural Scientists

Health Diagnosing

Health Assessment and Treating

Teachers, Postsecondary

Teachers, except Postsecondary

Counselors, Educational and Vocational

Librarians, Archivists, Curators

Social Scientists and Urban Planners

Social, Recreation and Religious Workers

Lawyers and Judges

Writers, Artists Entertainers & Athletes

Technicians

Health Technologists and Technicians

Engineering and Related Technologists and Technicians

Science Technicians

Technicians, Except Health, Engineering, and Service

Sales

Supervisors and Proprietors

Sales Representatives, Finance, and Business

Services

Sales Representatives, Commodities except Retail

Sales Workers, Retail, and Personal Services

Other Sales Related

Administrative Support

Supervisors of Administrative Support

Computer Equipment Operators

Secretaries, Stenographers, Typists

Information Clerks

Records Processing, Except Financial

Financial Records Processing

Duplicating and Other Office Machine Operators

Communications Equipment Operators

Mail and Message Distributing

Material Recording and Distributing Clerks

Adjusters and Investigators

Another Office/Clerical

*N.E.C.: Not Elsewhere Classified

Protective Services

Supervisors of Protective Services

Firefighting and Fire Prevention

Police and Detectives

Guards & Other Protective Services

Services (N.E.C.) *

Private Households

Food Preparation and Services

Health Services

Cleaning and Building Services

Personal Services

Craft Workers (Skilled)

Supervisors of Mechanics and Repairers

Vehicle and Mobile Equipment Mechanics and Repairers

Heating, Air Conditioning, Refrigeration, Mechanics

Other Mechanics and Repairers

Supervisors of Construction Trades

Construction Trades, Except Supervisors

Extractive Occupations

Precision Production Occupations

Machine Operators, Assemblers & Inspectors

Metalworking and Plastic Working Machine Operator

Metal and Plastic Processing Machine Operators

Woodworking Machine Operators

Printing Machine operators

Textile, Apparel, and furnishing Machine Operators

Machine Operators, Assorted Materials

Fabricators, Assembler and Hand Working Occupations

Production Inspector, Tester, Sampler, Weigher

Transportation and Material Moving

Motor Vehicle Operators

Rail Transportation Occupations

Water Transportation Occupations

Material Moving Equipment Operators

Laborers (Unskilled)

Handlers

Equipment Cleaners


Helpers & Laborers

CALIFORNIA PUBLIC RECORD ACT (CPRA) ACKNOWLEDGEMENT

I/We hereby represent, acknowledge, and agree as follows:

- 1. MTS is a California public agency established by California Public Utilities Code, Section 120000. et. seq., and is subject to the California 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 proposal I/we have submitted to MTS is open to public inspection under CPRA unless it is exempted from disclosure by law.
- 3. To the extent the proposal includes materials that I/we believe are exempt from disclosure under CPRA, I/we understand that I/we must provide a letter identifying the materials that I/we believe are exempt from disclosure and explaining the basis for exemption.
- 4. Any materials not identified as exempt from disclosure are open to public inspection, and I/we waive any right to subsequently claim exemption from disclosure for such materials.
- 5. MTS at all times retains the right to make the final determination regarding what, if any, portion of a proposal is subject to disclosure under CPRA.
- 6. Use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal which would prohibit or limit public inspection is not acceptable and may deem the proposal non-responsive and may be rejected; labeling a page as such does not prohibit MTS from disclosing the page in response to a Public Records Act (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 Proposal marked TRADE SECRET, CONFIDENTIAL or PROPRIETARY.
- 8. Marking a document as "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 **INCLUDES** ☐
that we believe are exempt from disclosure under CPRA. **DOES NOT INCLUDE** ☒

ACKNOWLEDGED AND AGREED

Company Name: Accenture Infrastructure and Capital Projects, LLC
Title: Tyson Atwood, Senior Vice President
Signature: 
Date: April 2, 2025

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH OFFER

(23 U.S.C. § 112(c) and California Public Contract Code § 7106)
RETURN THIS FORM WITH YOUR PROPOSAL

The undersigned declares:

I am the Senior Vice President of Accenture Infrastructure and Capital Projects, LLC, the party making the foregoing offer.


The offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The offer is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham offer. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham offer, or to refrain from submitting an offer. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the offer price, or of that of any other proposer. All statements contained in the offer are true. The proposer has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, offer depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 2, 2025 (date), at San Diego (city), California (state).

ACKNOWLEDGED AND AGREED

Name of Contractor: Accenture Infrastructure and Capital Projects, LLC

Signature: 

Date: April 2, 2025

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: Accenture Infrastructure and Capital Projects, LLC

Title: Tyson Atwood, PE, Senior Vice President

Signature: 

Date: April 2, 2025

SAFETY DEPARTMENT STANDARD OPERATING PROCEDURES

FOR CONTRACTORS SAFETY AND HEALTH REQUIREMENTS

(SAF 016-03)

RETURN THIS FORM WITH YOUR PROPOSAL

January 2003

SAF 016-03

Purpose: To establish environmental, safety and health requirements for the San Diego Metropolitan Transit System (MTS) Contractors.

Background: MTS is committed in providing and maintaining a safe work place, safe plant and equipment, and a safe and competent workforce as required by legislation and best industrial practice for our employees, customers, visitors, and general public.

To support this commitment, we require our Contractors to provide adequate leadership and safety training for their employees and require the same of their sub-Contractors.

Objectives: This SOP requires all MTS Contractors to:

- Comply with the environmental, safety and health requirements of the contract as per FTA, OSHA, Cal OSHA, and San Diego Metropolitan Transit System (MTS).
- Assign a competent person the responsibility for the implementation of the safety regulations, personal protective equipment usage, and compliance with hazardous materials/environmental policies, and drug and alcohol program.
- Ensure that all Contractor employees and sub-Contractors are trained and educated in safety and support on-site Contractors on safe work and MTS safety programs.
- Sign the MTS Contractual Agreement with Outside Agencies (Safety Rules).

MTS Representatives are required to:

- Pro-actively monitor the Contractors' workplace to identify all occupational health and safety hazards – Departmental/Safety representative.
- Safety and contract requirements compliance – Audit/Inspection conducted and documented (schedule and spot check) by Quality Assurance Department.

NOTE: Copies of both MTS Illness and Injury Prevention Program (IIPP) and the MTS Maintenance Department Code of Safe Practices are available in the Safety Department's office. MTS handles the Engineering/Construction site safety plans.

SAFETY DEPARTMENT SAFETY RULES

MTS Contractual Agreement with Outside Agencies

Work on MTS Premises

RETURN THIS FORM WITH YOUR PROPOSAL

A. Safety Rules

These safety rules apply specifically to Contractors, Contractor's employees, or sub-Contractors working on Metropolitan Transit System (MTS) property. Any loss or damage, including death, resulting from Contractors, Contractor's employees, or subcontractor's negligence shall hold MTS management and employees harmless from any such loss. No work shall be performed on MTS property without approval and proper permits, when required. Requirements:

1. Comply with Cal OSHA, state, local and MTS' safety, and environmental policies.
2. Observe and follow all posted facilities safety regulations.
3. Use the proper Personal Protective Equipment required for the job.
4. No illegal drugs or alcohol will be consumed on site or off the premises while working for MTS.

B. Use of Tools and Equipment (when required)

1. Required Tools and Equipment must be in good condition, safe for use and calibrated (if required).
2. Follow safe engineering work practices/procedures.
3. Wear the required personal protective equipment when using tools.


C. Machinery and Vehicles (when required)

1. Do not attempt to operate MTS machinery or equipment without special permission.
2. Only licensed operators may operate Forklift Trucks and other equipment on MTS occupied spaces.

D. Contractor Requirements (when required)

1. Valid Contractor's license number.

ACKNOWLEDGED AND AGREED

Company Name: Accenture Infrastructure and Capital Projects, LLC
Print Name: Tyson Atwood, PE
Title: Senior Vice President
Signature: 
Date: April 2, 2025

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE FORM

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to submit a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Bidder further acknowledges:

- Proposer shall maintain a current DIR registration for the duration of the project.
- Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the proposal is non-responsive.

PRIME CONTRACTOR

Business Name:	Accenture Infrastructure and Capital Projects, LLC
Registration No. (if applicable):	2000009753
DUNS No.:	137820580 Accenture LLP (parent company)
Company Name:	Accenture Infrastructure and Capital Projects, LLC
Print Name:	Tyson Atwood, PE
Title:	Senior Vice President

CAMPAIGN CONTRIBUTION DISCLOSURE FORM AND INFORMATION SHEET

This form pertaining to campaign contributions must be completed by individuals and firms who may be awarded a license, permit, or other entitlement for use by the San Diego Metropolitan Transit System ("MTS") Board of Directors. License, permit or other entitlement for use is defined in Government Code Section 84308(a)(5). Section 84308 reads as follows:

- A. The definitions set forth in this subdivision will govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid,¹ labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- B. No officer of an agency will accept, solicit, or direct a contribution of more than \$250 from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition will apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

¹ Note that the FPPC has limited the "competitively bid" exception to low-bid contracts. Negotiated requests for proposals do not qualify as a "competitively bid" contract under this provision.

- C. Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than \$250 from a party or from any participant must disclose that fact on the record of the proceeding. No officer of an agency will make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than \$250 within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she will be permitted to participate in the proceeding.
- D. A party to a proceeding before an agency involving a license, permit, or other entitlement for use must disclose on the record of the proceeding any contribution in an amount of more than \$250 made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding will make a contribution of more than \$250 to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- E. Nothing in this section will be construed to imply that any contribution subject to being reported under this title will not be so reported.” (See also Title 2, California Code of Regulations Sections 18438.1 - 18438.8)

The current [MTS Board members are listed HERE](#).

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, California, 95814, (916) 322-5660.

NONE TO DISCLOSE

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

COPY THIS FORM IF NEEDED FOR ADDITIONAL ENTIREES.

The current [MTS Board members are listed HERE](#)

Firm Name:

Accenture Infrastructure and Capital Projects, LLC

Address:

12680 High Bluff Drive

Street

San Diego CA 92130

CityStateZip

Phone:

424-307-3756

Title of pending license, permit, or other entitlement for use (including a contract or amendment) that pertains to the Party in the manner described in Government Code Section 84308(a):

ON-CALL ARCHITECTURE AND ENGINEERING SERVICES
PWL425.0-25

Date of MTS Board meeting when the license, permit, or other entitlement for use (including contract or amendment) is scheduled for MTS Board consideration (for RFPs this will be an estimated date at the time the solicitation is published):

12/19/2024

Name(s) of MTS member(s) or officer(s) to whom the Proposer, a participant, or either’s agent made campaign contributions aggregating more than \$250 within the time period specified in Government Code Section 84308(b) or (c):

Disclosure Information	
Name of Board Member or Officer:	
Name of Contributor:	
Date(s):	
Amount:	

Disclosure Information	
Name of Board Member or Officer:	
Name of Contributor:	


NONE TO DISCLOSE

Date(s):	_____
Amount:	_____

RETURN THIS FORM WITH YOUR PROPOSAL

By signing below, I acknowledge that no contribution(s) aggregating more than \$250 were made by the Consultant or its agents to an MTS Board Member or Officer within the time period specified in Government Code Section 84308(b) or (c).

ACKNOWLEDGED AND AGREED

Signature of Party and/or Party's Agent: 

Date: April 2, 2025

Tyson Atwood, PE
Senior Vice President

SAMPLE PROMPT PAYMENT CERTIFICATION FORM

SAN DIEGO METROPOLITAN TRANSIT SYSTEM **PROMPT PAYMENT CERTIFICATION FORM**

PURPOSE: This certification is used to monitor compliance by prime contractors to promptly pay its subcontractors. In accordance with DOT's DBE Regulations and MTS's DBE Program, prime contractors must pay its subcontractors for satisfactory performance of their contracts no later than seven (7) days from receipt of payment from MTS. Any delay or postponement of payment over thirty (30) days must be for good cause and after receipt of prior written approval from a MTS Project Manager.

INSTRUCTIONS: Please complete the below Prompt Payment Certification Form and return to MTS within **14 days** after receipt of payment from MTS at the following email address: antonio.monreal@sdmts.com. If there is more than one subcontractor on the contract, please complete a separate Prompt Payment Certification Form for each subcontractor.

1. CONTRACTOR INFORMATION

Contractor Name: _____ Contract No. _____ Work Order No. _____

Telephone No. _____ Email Address _____

2. PAYMENT INFORMATION

- a) Name of Subcontractor: _____
- b) Type of Services or Materials Provided by Subcontractor (state NAICS code if known): _____
- c) Date Last Payment Received from MTS? _____
- d) Was any of that payment for services/materials provided by the subcontractor? If YES, please answer questions e-g. If NO, proceed to Part 3 Certification. _____
- e) When was the Subcontractor paid for the services/materials it provided? * Prime contractors must pay its subcontractors for satisfactory performance of their contracts no later than seven (7) days from receipt of payment from MTS* _____
- f) If payment was delayed or postponed over thirty (30) days, was the reason for good cause? (Explain) _____
- g) If payment was delayed or postponed over thirty (30) days, **who** at MTS pre-authorized the delay or postponement and **when** was such pre-authorization given? _____

3. CERTIFICATION

The contractor hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

Signature _____ Title _____ Date _____

***** FOR MTS USE ONLY *****

Date Certification Received _____ Contractor Compliant _____
Contract Administrator _____ Date Reviewed _____

EXHIBIT E
POLICY 44C TRAVEL GUIDELINES FOR CONTRACTORS



**Metropolitan
Transit
System**

Travel Guidelines Applicable to MTS Contractors No. 44-C

SUBJECT:

Travel Expense Guidelines Applicable to MTS Contractors

PURPOSE:

To provide travel expense guidelines for MTS Contractors in accordance with MTS policies.

GUIDLINE:

- 44.1 Contractors. This policy applies to all MTS Contractors and their subcontractors or authorized agents when travel expenses are stated as a line item with a prospective or current Contractors' quote, bid, proposal, or other offering. These guidelines are not intended to imply or authorize additional travel related not expressly authorized in a contract with MTS. The following expense guidelines apply to any requests for travel reimbursement submitted to MTS with a Contractor's invoice. All travel related expenses intended to be invoiced to MTS should have written approval or agreement with MTS prior to incurring such expenses.
- 44.2 Expense Report. Invoices including requests for travel reimbursement shall include an expense report for the travel expenses incurred and billed to MTS. All expenses should be itemized, including items the Contractor may have paid for in advance (e.g., airfare, or other travel expenses) so that the report provides a complete record of all expenses.
- 44.3 Receipts. Itemized receipts for expenditures must be attached to the 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 subject to review and approval of MTS. Hotel charges must be evidenced by an itemized hotel bill. A credit card receipt is not sufficient.
- 44.4 Expenditure Guidelines. The following expenditure guidelines should be observed as upper limits unless particular circumstances reasonably dictate otherwise, and prior MTS approval is obtained:
 - a. Upper Limits. Upper limits for meals, hotels, and similar costs will be updated



annually (See Exhibit A, Annual Travel Cost Rates).

- b. Air Travel. Air travel should be coach class for the most direct route. Travel 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. Contractors should consider option when practical. Refundable airfares may be purchased if warranted.
- 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. Contractors 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.
- e. Rental Car. 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 of contractors traveling warrants a larger vehicle. Contractor 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.
- f. Meals (While in Travel Status). Meals, including tip, shall generally average no more than the maximum rate approved and published annually in Exhibit A. 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 for the maximum rates must be approved by MTS.
- g. Hotel. Contractors 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 annually in Exhibit A. However, Contractors 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 Contractor is staying at a hotel where a conference is being held. MTS may authorize a waiver of the maximum limits in the event (1) the conference hotel is fully booked and the Contractor 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.
- p. Cancellation Penalties. In the event that registration, airfare, hotel deposit, or any other such items that require prepayment are paid and the Contractor is

unable to attend and the prepayment is nonrefundable, then the Contractor 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 MTS.

- q. Non-allowable Expenses. MTS will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, movies in hotels, personal items, charitable contributions, rental car or air travel insurance, travel expenses for family members (including but not limited to transportation, hotels, and meals), or any other expenses not deemed necessary for business purposes.
- r. 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.
- s. 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 class in its membership policy.

Attachments: Exhibit A – Annual Travel Cost Rates

EXHIBIT A

ANNUAL TRAVEL COST RATES CALENDAR YEAR 2025

Hotel Maximum (quoted price – not including taxes or fees)

Small / Medium U.S. Cities	\$200.00
Large U.S. Cities / International	\$275.00

Average Daily Meal Maximum

All Localities	\$90.00
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Mileage Reimbursement Rate

As set by the IRS, effective January 1, 2025 per mile	\$0.70
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NOTES:

1. These are maximum rates. A higher cap may be obtained if pre-authorized by MTS. 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.



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 14

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

June 26, 2025

SUBJECT:

NetCloud License Renewal – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G3048.0-25 (in substantially the same format as Attachment A), with GovSmart Inc., for the NetCloud License Renewals through July 10, 2028, for a total of \$682.876.92.

Budget Impact

The total cost of this contract is estimated to be \$682.876.92, (Attachment B). This project will be funded by the Information Technology (IT) Operations Budget account 661010-571250.

DISCUSSION:

MTS operates buses, trolleys, and cars that require a cellular network connection for the onboard systems to communicate with the backend systems that operations use to manage the vehicles.

These cellular routers are Ericsson Cradlepoint models managed and deployed via the NetCloud cloud-based management system. They require an essential license for basic network functions and an additional advanced license for management through NetCloud. This system enables operations to configure, deploy, and track these routers remotely, enhancing efficiency by eliminating the need to visit each vehicle.

The scope of this purchase is to renew this licensing and support to make sure the routers will continue to provide networking for the vehicles and so MTS can continue to use the NetCloud system for management. The licensing and support will cover MTS buses, trolleys, and cars.

To streamline the procurement process for the long term, we determined that the most efficient approach would be to synchronize the expiration dates of all licenses to July 10, 2028. This way, future orders can be placed simultaneously. To achieve this for our current purchase request, we collaborated with Ericsson to receive credits for the remaining validity of our licenses, ensuring that the new expiration dates aligned with our goals while also maintaining cost-effectiveness.



On March 28, 2025, MTS issued an Invitation for Bids (IFB) to renew expiring NetCloud Licenses. On May 9, 2025, MTS received a total of thirteen (13) bids from the following:

Bidder Name	Certifications	Total Amount (non-taxable)
GovSmart Inc. *	N/A	\$682,876.92
Axelliant LLC	MBE	\$693,310.59
vCloud Tech Inc.	DBE	\$693,310.32
Saitech Inc	MBE	\$694,677.50
Alpine Technologies LLC	DBE	\$697,179.10
Insight Public Sector Inc.	N/A	\$704,863.16
vPrime Tech Inc.	N/A	\$708,387.06
Compulink Technologies Inc.	N/A	\$709,956.30
Kambrian Corp	DBE	\$711,697.99
ROK Brothers Inc.	N/A	\$718,593.76
GJH Inc	DBE	\$725,506.28
CVH Networks LLC	N/A	\$760,052.26
Questivity Inc.	DBE	\$948,859.38
MTS Independent Cost Estimate (ICE)		\$952,660.82

**Lowest responsive and responsible bidder*

MTS staff has deemed GovSmart 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. The MTS' ICE is larger than the bids due to conservative assumptions of Consumer Price Index (CPI) increase.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G3048.0-25 (In substantially the same format as Attachment A), with GovSmart Inc., for the NetCloud License Renewal for a total of \$682,876.92.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement G3048.0-25
B. GovSmart Quote G3048.0-25



**STANDARD AGREEMENT
FOR**

MTS DOC. NO. G3048.0-25

NETCLOUD LICENSE RENEWALS

THIS AGREEMENT is entered into this _____ day of _____, 2025 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: GovSmart Inc. Address: 715 Charlton Ave, Charlottesville
VA 22903-5219

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.) Email: sales@govsmart.com

Telephone: 434-326-5656

Authorized person to sign contracts Hamza Durrani CGO
Name Title

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

The contract term is for three (3) years effective August 1, 2025 through July 10, 2028. Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$682,876.92 (non-taxable) without the express written consent of MTS.

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



Tax ID: 27-1553123 | SAM UEI: DJACUETQUL8 | CAGE: 5WFZ8

715 Charlton Avenue | Suite 100 | Charlottesville, VA 22903
434.326.5656 | 434.326.5394 Fax | sales@govsmart.com

govsmart.com

Sales Quote

Customer	Ship To	Contract Information		Quote Information	
San Diego Metropolitan Transit System Derek Rodriguez	San Diego Metropolitan Transit System Derek Rodriguez	Type:	OPEN MARKET	Quote #:	GS2505012AF86
		Contract #:	OPEN MARKET	Date:	May 9, 2025
		RFQ/RFI #:	G3048.0-25	Expires:	August 6, 2025
		Ship Via:	E-Delivery	Salesperson:	Sarah Lemley
		Lead Time:	3 Days ARO	Phone:	434-208-1302
				Email:	sarahlemley@govsmart.com

Line	Manufacturer Part Number	Manufacturer Name	Description	Qty	Unit Price	Extended Price
1	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 08/01/25 POP End Date 07/10/28	130	464.58	60,395.40
2	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 09/01/25 POP End Date 07/10/28	150	451.17	67,675.50
3	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 10/01/25 POP End Date 07/10/28	150	438.21	65,731.50
4	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 11/01/25 POP End Date 07/10/28	150	424.82	63,723.00
5	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 12/01/25 POP End Date 07/10/28	150	411.84	61,776.00
6	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 01/01/25 POP End Date 07/10/28	178	398.44	70,922.32
7	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 01/22/26 POP End Date 07/10/28	26	389.37	10,123.62
8	MA3-NCESS-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan POP Start Date 10/30/26 POP End Date 07/10/28	12	267.94	3,215.28
9	MA3-NCADV-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan) POP Start Date 01/22/26 POP End Date 07/10/28	930	257.76	239,716.80
10	MAA3-NCEA-R-2	CradlePoint Inc	3-yr Renewal NetCloud Mobile Essentials Plan and Advanced Plan POP Start Date 06/26/26 POP End Date 07/10/28	10	535.81	5,358.10
11	MBA1-NCEA-R-2	CradlePoint Inc	1-yr Renewal NetCloud Mobile Performance Essentials Plan and Advanced Plan POP Start Date 09/26/27 POP End Date 07/10/28	130	263.38	34,239.40



Tax ID: 27-1553123 | SAM UEI: DJACUETQUL8 | CAGE: 5WFZ8

715 Charlton Avenue | Suite 100 | Charlottesville, VA 22903
434.326.5656 | 434.326.5394 Fax | sales@govsmart.com

govsmart.com

Subtotal	682,876.92
Total Tax	0.00
Total \$ Incl. Tax	682,876.92

TERMS AND CONDITIONS

GovSmart, Inc. maintains an active SAM.gov registration where all company representations and certifications are readily available, including FAR 52.204-26 Covered Telecommunications Equipment or Services.

Unless otherwise specified within this quote or agreed to by in writing, full payment for order is due within 30 days of invoice date.

Ordering only part of this quote may change the pricing, and a new quote may be required. Contact your sales representative to confirm.

This order may include software subject to a manufacturer's User Agreement or End User License Agreement. Please review the applicable UA or EULA to ensure it is acceptable prior to ordering the software.

Delivery dates on all orders are subject to manufacturer availability. If this is a DPAS-rated order not specified as such on the solicitation, please request delivery notification from your sales representative prior to placing the order.

This quote may include items shipped from different manufacturers or locations that may arrive at different times. In the event of a partial delivery, please provide written authorization, as part of the order, for GovSmart to submit partial invoices for partial deliveries.

Returns: Special/custom built product sales are final and cannot be returned or exchanged. Commercial-off-the-shelf (COTS) items are subject to the manufacturer's standard return policy which can be accessed through the manufacturer's website. Per DODI 5200.48, para. 3.10(b), do not send CUI/FPI to GovSmart using @govsmart.com email addresses. Please contact GovSmart for instructions for securely transmitting CUI/FPI. Invoices not paid within terms are subject to a 1.5% per month interest charge.

Renewal of expired subscription licenses require a 10% reinstatement fee.



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 15

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

June 26, 2025

SUBJECT:

S7 Replacement Design: 12th and Imperial and Blue Line Project – Funds Transfer

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the transfer of Transportation Development Act (TDA) funding in the amount of \$2,500,000.00 from the Wheel Sensor Device (WSD) & SICAS S7 Replacement: Broadway Wye and India Crossover Project (CIP 2005114501) to the S7 Replacement Design: 12th and Imperial and Blue Line Project (CIP 2005118801).

Budget Impact

There would be no change to the overall Capital Improvement Program (CIP) amount.

This transfer will add \$2,500,000 to the already approved budget of \$1,300,000 funded in previous years' CIPs to continue funding the S7 Replacement Design: 12th and Imperial and Blue Line project (CIP 2005118801).

The WSD & SICAS S7 Replacement: Broadway Wye and India Crossover project (CIP 2005114501) budget of \$4,965,000.00 million will be reduced by \$2,500,000, but the remaining \$2,465,000.00 from TDA funds will remain within the project for completing construction, construction management services, and design services during construction.

The WSD & SICAS S7 Replacement: Broadway Wye and India Crossover project has been fully funded to date, while the S7 Replacement Design: 12th and Imperial and Blue Line project will be fully funded in a future Fiscal Year (FY) CIP.

DISCUSSION:

San Diego Trolley Inc. (SDTI) trolleys use a signaling system along the trolley network to maintain predictable scheduling and to ensure that trolleys are operated safely to avoid train collisions and derailments per Federal Railroad Administration and California Public Utilities Commission requirements. The SICAS S7 signaling system was installed on the SDTI system



as a part of the 2013 Trolley Renewal program at the Broadway, C Street, and Blue Line South. Siemens Technology is the original equipment manufacturer for the SICAS S7 signaling system and the system is considered proprietary signaling equipment of Siemens. The SICAS S7 system became obsolete in or about October 2020. Therefore, Siemens no longer manufactures or supports the SICAS S7 signaling program with replacement parts. A replacement of the SICAS S7 system is an important component of MTS's CIP. CIP projects to address this state of good repair need have been divided based on their physical location on the track.

During the CIP approval process, certain funds were put in the wrong portion of the overall SICAS S7 replacement project. Today's proposed action would re-allocate the funds to the correct CIP projects.

During the FY 25 CIP, MTS programmed \$2 million of TDA funding to the WSD & SICAS S7 Replacement: Broadway Wye and India Crossover project, that was intended to have been allocated to the S7 Replacement Design: 12th and Imperial and Blue Line Project. As explained below, both projects had previously been assigned similar project names with similar scopes of work. Additionally, after completing design services and having received and accepted bids for construction and construction management services for the WSD & SICAS S7 Replacement: Broadway Wye and India Crossover project, there is an additional \$500,000 in project funds that MTS requests to be transferred to the S7 Replacement Design: 12th and Imperial and Blue Line Project, as it requires additional future FY budget requests for project completion.

WSD & SICAS S7 Replacement: Broadway Wye and India Crossover Project

MTS programmed \$2 million in TDA funding for the FY 25 CIP towards this project. At the time of this funding, the project was named Signal Replacement. This project scope of work is to replace the existing axle counter system provided by Siemens with a system provided by Frauscher FAdC Axle Counter System and replace the existing SICAS S7 vital logic controller with an ElectrologIXS Controller at the Broadway Wye and India Crossover on the Blue Line in downtown San Diego. The project name has since been updated to, WSD & SICAS S7 Replacement: Broadway Wye and India Crossover, to remove confusion due to similarities of its old name with other projects and scopes of work. This \$2 million in TDA funding was intended to go to the project described below.

S7 Replacement Design: 12th and Imperial and Blue Line Project

At the time of the TDA funding for the FY 25 CIP mentioned above, this project was named Signal Upgrade – SICAS S7 H&K Design. This project's scope of work is to replace the existing axle counter system provided by Siemens with a system provided by Frauscher FAdC Axle Counter System at 12th and Imperial to Commercial on the Orange Line and replace the existing SICAS S7 vital logic controller with an ElectrologIXS Controller from 12th and Imperial to San Ysidro on the Blue Line. The past names for these two projects were very similar with identical scopes but for different locations. However, this project, S7 Replacement Design: 12th and Imperial and Blue Line, has far more locations, requiring more budget and time to complete design through construction services, explaining why the funds mentioned above were intended to be programmed to it.

Therefore, staff recommends that the MTS Board of Directors authorize the transfer of TDA funding in the amount of \$2,500,000.00 from the WSD & SICAS S7 Replacement: Broadway

Wye and India Crossover Project (CIP 2005114501) to the S7 Replacement Design: 12th and Imperial and Blue Line Project (CIP 2005118801).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 16

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

June 26, 2025

SUBJECT:

Bus Tire Lease and Services – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. B0780.0-25 (in substantially the same format as Attachment A) with Michelin North America, Inc. (Michelin) for Bus Tire Lease and Services for a five (5) year base period with two (2) 1-year options, and an estimated run-out period of up to three(3) years for a total of \$14,078,962.82; and
- 2) Exercise the option years at the CEO's discretion

Budget Impact

The total contract cost of services is estimated to be in the amount of \$14,078,962.82 (Attachment C). This project will be funded by the MTS Bus Maintenance Operating Budget account 315014-544100.

DISCUSSION:

MTS currently operates one hundred forty-four (144) buses out of the Imperial Avenue Division (IAD) and one hundred thirteen (113) buses out of the Kearny Mesa Division (KMD), which operates seven (7) days per week, twenty-four (24) hours a day. MTS contracts with bus tire manufacturers to provide newly manufactured bus tires on a lease rate per mile basis at a predetermined fixed rate, as well as on-site tire servicing at a fixed monthly rate.

On April 4, 2025, MTS issued a Request for Proposals (RFP) for bus tire lease and services on PlanetBids. MTS received one (1) proposal on the due date of May 9, 2025, from the following firm:

Proposer	Firm Certification
Michelin North America, Inc.	N/A

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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



To confirm that the solicitation was not unduly restrictive, MTS conducted a post-proposal survey with prospective proposers requesting their reason(s) for not proposing. MTS received two (2) responses. The responses determined that neither the RFP nor MTS' procurement process played a role in their decision not to participate, and staff proceeded with a review of the single proposal received under this competitive solicitation.

Michelin North America's proposal was deemed responsive and responsible and was evaluated by a committee comprised of representatives from the MTS Finance and Bus Maintenance departments. The proposal was evaluated on the following:

Qualifications, Related Experience, and References of Proposer	30%
Proposed Staffing, Firm Organization, and Management Plan	10%
Work Plan	30%
Cost and Price	<u>30%</u>
	100%

The following table illustrates the initial scores of Michelin:

PROPOSER	INDEPENDENT COST ESTIMATE	TOTAL COST	TOTAL AVERAGE TECH SCORE	TOTAL AVERAGE COST SCORE	TOTAL AVERAGE SCORE TOTAL POSSIBLE: 100
Michelin North America, Inc.	\$17,381,936.07	\$14,532,082.75	58.33	24.00	82.33

As a result of the initial review, MTS requested additional clarifications from Michelin regarding their monthly fixed fee rates, re-cap services, and work plan for vacation/holiday coverage and shift schedules. After receiving the clarifications and negotiations, Michelin reduced their cost proposal by \$453,119.93, which is a 3.2% cost savings to MTS. Final scores are as follows:

PROPOSER	INDEPENDENT COST ESTIMATE	TOTAL COST	TOTAL AVERAGE TECH SCORE	TOTAL AVERAGE COST SCORE	TOTAL AVERAGE SCORE TOTAL POSSIBLE: 100
Michelin North America, Inc.	\$17,381,936.07	\$14,078,962.82	58.33	24.00	82.33

Based on the objectives of this procurement, consideration of the evaluation criteria, and Michelin's technical and cost proposals, the evaluation committee determined that Michelin 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. B0780.0-25 (in substantially the same format as Attachment A) with Michelin for Bus Tire Lease and Services for a five (5) year base period with two (2) 1-year options, and an estimated run-out period of up to three (3) years for a total of \$14,078,962.82; and
- 2) Exercise the option years at the CEO's discretion

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc. No. B0780.0-25
B. Scope of Work
C. Cost Proposal



**Metropolitan
Transit
System**

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0780.0-25

BUS TIRE LEASE AND SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2025 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Michelin North America, Inc. Address: One Parkway South
Greenville SC 29615
City State Zip
 Form of Business: Corporation Email: michelin.fleetsolution@michelin.com
 (Corporation, Partnership, Sole Proprietor, etc.)
 Telephone: 864-458-5000

Authorized person to sign contracts Ed Quigley Director of Operations, Connected Services AMN
Name Title

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

The contract term is for up to five (5) base years and two (2) option years, exercisable at MTS's sole discretion. A run-out period not to exceed three (3) years will take effect at the end of the base period or the last exercised option period. Base period shall be effective July 1, 2025 through June 30, 2030 and option years shall be effective July 1, 2030 through June 30, 2032, if exercised by MTS. Tire lease rates of the final base or option year will apply to the entire run-out period.

Payment terms shall be net 30 days from invoice date. The total contract amount for the base period shall not exceed \$8,876,974.49, and the option year period shall not exceed \$3,945,475.49, without the express written approval of MTS. The run-out period shall not exceed \$1,256,512.84 without the express written approval by MTS for an estimated grand total not to exceed the value of \$14,078,962.82.



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

DRAFT

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The tire leasing services will support the MTS bus fleets at the Imperial Avenue Division (IAD) located at 100 16th Street, San Diego, CA 92101 and the Kearny Mesa Division (KMD) located at 4630 Ruffner Street, San Diego, CA 92111. Each division may operate a fleet consisting of forty foot (40'), and sixty foot (60') articulated transit buses. The 40' buses require six (6) tires per bus. The 60' buses require ten (10) tires per bus. Both locations operate twenty-four hours per day, every calendar day of the year.

During the performance period of this contract, it is anticipated that MTS will purchase other types of transit buses. These other type of transit buses may come equipped with tires of different size and type than what is currently in service. Should this occur, MTS will request pricing and technical compliance documentation for the purpose of negotiating a final price with the Contractor. MTS reserves the right to purchase or lease tires elsewhere should an acceptable agreement not be reached by MTS and the Contractor for said bus tires.

1.2. SCOPE OF WORK

The Contractor shall supply new tires and only new tires capable of being re-treaded and re-grooved, at both the IAD and KMD facilities. Only new tires will be installed on the front, steering wheel positions and must be balanced before installation. Tires removed from front, steering wheel positions will then be utilized for other wheel positions and will not require balancing in the center or rear axle tire/wheel positions. Retreaded tires will be permitted on non-steer axles. In addition, the Contractor shall furnish all equipment, supplies, and skilled labor necessary to balance, install, remove, repair, or re-groove tires as required and in accordance with the California and/or Federal Department of Transportation regulations and standards. The Contractor shall repair or re-groove only those tires determined to be safe for revenue service. The Contractor shall provide and maintain adequate tools, supplies, and equipment required for day-to-day operations. The equipment shall include, but is not limited to the following:

- Jacks
- Re-Grooving Equipment
- Tire Mounting and Balancing
Equipment Wheel Balancing Weights
- Valve Stems and Caps

MTS will furnish sufficient space, electricity, and compressed air supply onsite at each division for the storage, repair, and care of tires without charge to the Contractor. MTS is providing the facility as is. If the Contractor feels improvements such as electrical wiring, plumbing, or structural must be made, it is the Contractor's responsibility to make those improvements at its expense. All improvements must be approved by MTS and meet or exceed all local building and fire codes and become the property of MTS without compensation to the contractor unless mutually agreed upon in an authorized contract amendment. The Contractor must also keep the service area in a neat and orderly fashion at all times.

The Contractor shall properly dispose of damaged or scrapped tires and any Contractor owned tools and equipment at its expense and maintain documentation of proper disposal. Proper disposal of previous Contractor damaged or scrapped tires and documentation regarding disposal, will be the responsibility of the previous Contractor.

In the event MTS finds it necessary to move the service area to a new location off-site from the existing properties where work is being performed, MTS will provide the Contractor with a service area of like size and configuration. The Contractor will be required to submit a work plan and cost relocation proposal within ten (10) calendar days of the written request from MTS.

MTS is providing a proven, adequate size and secured facility for the Contractor to perform its duties. Should the Contractor experience loss of inventory or equipment at the facility as a result of theft, fire, flood, act of God, or war. MTS will not be liable in any way. The Contractor and or its insurer will carry the loss.

1.3. NOTICE OF LABOR DISPUTE

Whenever the Contractor has knowledge that any actual or potential labor dispute may delay this agreement. The Contractor shall immediately notify and submit all relevant information to the MTS project manager in writing. The Contractor shall insert the substance of this entire clause in any subcontract hereunder and submit an action plan to demonstrate proper coverage to prevent a lapse in services.

1.3.1. FORCE MAJEURE

Contractor shall not be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence. Contractor may suspend performance of its obligations under this Agreement without obligation to Customer during the occurrence of any excusable delay. Excusable delays shall include, but not be limited to, results from acts of God or public enemy, restrictions, prohibitions, priorities or allocations imposed by governmental authority, strikes or labor disputes, lack of or inability to obtain raw materials or supplies, floods, fires, earthquakes, epidemics, or unusually severe weather. Notwithstanding the aforementioned, strikes or labor disputes of Contractors own labor force shall not be grounds for Force Majeure.

1.4. NEW MATERIAL

Except for those tires and components which the agreement specifically provides need not be new (e.g. scrap tires for bus disposal), the Contractor represents that the tires and components to be provided under this agreement are new (not used, reconditioned, or retread, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this agreement, the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, the Contractor shall notify MTS immediately, in writing, explaining the reasons therefore and proposing any consideration which will flow to MTS if authorization to issue such supplies is granted.

1.5. INVOICES

MTS tracks mileage by odometer readings and prepares a report at the end of each month indicating the total miles for each bus and bus series. This report is then

electronically transmitted in spreadsheet format (e-mailed) to the current Contractor, and to the previous Contractor/s if in a run-out situation, in a timely manner consistent with MTS mileage tracking and odometer maintenance.

The Contractor will be required to prepare and submit hard copies, referred to as a Billing Basis Spreadsheet (BBS) via mail or courier and send an accompanying electronic copy via email to the MTS Project Manager. The BBS will accompany and correlate with the monthly invoice. The BBS will provide enough information that the MTS Administrator can determine correctness of all invoicing submitted for payment. The current Contractor and the run-out Contractor/s will provide separate invoices for each month's billing. The invoice will include the Contractor's name, invoice number, tire sizes and respective mileages for leased tires and service mileage for the monthly period. In the event a discrepancy occurs between the current Contractor's invoice and the run-out Contractor's invoice, for example, both Contractors are billing mileage for the same wheel positions. MTS will withhold payment on the portion of the invoice in dispute from both Contractors. Because it is the current Contractor's ultimate responsibility to correctly track all tires and their movement, it is the current Contractor's responsibility to research and resolve the invoicing discrepancy. The invoice discrepancy should be resolved in a timely manner for the benefit of all parties. MTS will not complete payment to any or all parties until the discrepancy is corrected. Both Contractors must come to a mutually agreed correction for the invoice discrepancy. Each Contractor must then re-submit invoices and/or credits that reflect the agreed upon correction.

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

Payment terms shall be net 30 days from invoice date.

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

1.6. WARRANTIES

- 1.6.1. The Contractor warrants to MTS that, for the life of the tires, each tire shall conform with the requirements thereof and will be free from defects in materials and workmanship. In addition to other remedies, which may be available, MTS may, at its option, return any nonconforming or defective tires to the Contractor and/or required correction or replacement of said item at the location of the item when the defect is discovered, all at the Contractor's risk and expense. MTS's rights hereunder are in addition to but not limited by the Contractor's standard warranties. Inspection and acceptance of items by MTS, or payment; therefore, shall not relieve Contractor of its obligations hereunder.
- 1.6.2. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all provisions of this clause to the same extent as supplies initially delivered.

1.7. MTS "CONTRACT SERVICES"

During this contract, MTS may choose to operate under contract with other entities for transit operational services. As the Contractor, MTS may be responsible for the maintenance and operation of other buses for another local city. If this is to occur, MTS would perform the tire work on those buses and transport the tires to and from the tire shop at the Imperial Avenue Division. The Contractor would perform the mounting and dismounting, remounting, and balancing at the IAD division. It would be the Contractor's responsibility to ensure accurate records are kept for these tires.

1.8. TECHNICAL REQUIREMENTS**1.8.1. TIRES**

Tires shall be textile-type nylon, steel (radials), or approved equal. All tires furnished shall be capable of being re-grooved. The contractor shall furnish new, original tread tires. MTS will not accept "blemished" tires. Retreading (Recapping) tires is allowed on non-steering axles only. Non steer axle tires cannot be recapped more than once per casing for use on the MTS fleet. The tires shall be of a type, which will provide reliable use and service, free from excessive noise and vibration, free from defects in material and construction, and shall meet or exceed vehicle rated load capacity. MTS shall not be precluded during the life of the contract from including under the contract, new or improved tires that may be developed by the Contractor.

Front wheels of all buses shall be equipped with original tread tires only. As established by the Federal Department of Transportation, at no time shall any tire remain in service on MTS vehicles with less than 5/32 of an inch (front) and 2/32 of an inch (rear) tread depth when measured in a major tread groove. The measurement shall not be made where tie bars, bumps, or fillets are located. All tires will be individually and uniquely branded for identification and tracking purposes, prior to delivery.

The Contractor shall provide tires under this contract and shall be subject to any applicable Federal Trade Commission Orders. The contractor shall supply tires that meet or exceed all United States Government, State of California and local regulations. The Contractor shall maintain tires in a condition, which meet these laws and regulations at all times. All tires provided are to be factory molded and O.O.T. approved for 65 mile per hour, city and suburban use. The Contractor shall supply MTS with Material Safety Data Sheets (MSDS) for all supplies used to maintain tires.

Contractor is responsible for the proper legal disposal of tires and all related costs.

1.8.2. TYPE AND SIZE OF TIRES

MTS's current fleet of 257 buses are presently equipped as follows:

Summary of MTS Bus Fleet

IAD						
Bus series	Qty	Year	Brand	Model	Tire Size	# tire positions
600	21	2011	New Flyer	40ft LFR	305/70/22.5	6
700	31	2012	New Flyer	40ft LFR	305/70/22.5	6
800	26	2013	Gillig	Gillig 40 ft CNG	305/85/22.5	6
1200	18	2013	New Flyer	XN60	305/70/22.5	10
1600	7	2021	Gillig	Gillig 40 BEV	305/70/22.5	6
1700	15	2020	Gillig	Gillig 40 ft CNG	305/85/22.5	6
1800	26	2021	New Flyer	XN60	305/70/22.5	10
KMD						
Bus series	Qty	Year	Brand	Model	Tire Size	# tire positions
200	23	2015	Gillig	Gillig 40 ft CNG	305/85 R22.5	6
900	12	2014	Gillig	Gillig 40 ft CNG	305/85 R22.5	6
1300	13	2015	New Flyer	XN60	305/70 R22.5	10
1400	10	2017	Gillig	Gillig 40 ft CNG	305/85 R22.5	6
1500	2	2019	New Flyer	XE 40	305/70 R22.5	6
1700	24	2020	Gillig	Gillig 40 ft CNG	305/85 R22.5	6
1900	29	2024	New Flyer	XN60	305/70 R22.5	10

1.8.3. RATES

Tire Lease Rates: The tire rates shall be fixed, not subject to any escalation, for each year of the contract including the options and run-out periods. The rates are broken down by the tire size. ENTER THE RATES ON THE MTS PROVIDED PRICE FORM PER TIRE MILE.

Service Rates: A separate service rate shall be used since sales taxes are applicable only to material purchases. The service rate shall be fixed, not subject to any escalation, for each year of the contract including the options and run-out periods. ENTER THE RATES ON THE MTS PROVIDED PRICE FORM PER MONTH.

Tire Purchase Rates: There may be circumstances where MTS is required to purchase limited quantities of tires to be placed on buses designated for contracted service operations (operated by a different Contractor).

The fixed pricing for prospective tire purchases will NOT be taken into consideration for the purposes of evaluation scoring. The tire rates shall be fixed and not subject to escalation, for each year of the contract including the options. The rates are broken down by the tire size. ENTER THE PRICES ON THE MTS-PROVIDED COST FORM.

1.8.4. LOSS OR ABUSE

Any tires rendered unfit for service not attributable to material or workmanship, or due to contractor's negligence, shall be repaired by the Contractor. In the event tires are beyond repair, MTS shall not be held responsible for additional payment on tires which fail as a result of, but not limited to curbing, running flat, improper wheel alignment, or involved in a collision, or because of defective rims or wheels. Costs for damaged tires, if any, shall be included in the price per tire mile. The Contractor is responsible for disposal of all damaged or scrap tires. It is the Contractor's responsibility to properly track and document all tire movement at all MTS facilities and to securely store all unused tires in their inventory. MTS shall not be held responsible for any tires lost, misplaced, or stolen from the Contractor.

Contractor shall maintain title in all tires furnished by Contractor to MTS, and MTS shall not release any tire out of its possession and control except as contemplated by this agreement, unless otherwise agreed upon in writing by the parties.

1.8.5. SALE OR SCRAPPING OF BUSES

In the event buses are scrapped or sold and the lease tires installed on those buses are not of a size that can be used on other buses in the MTS fleet. The Lessor shall make all reasonable efforts to relocate the tires to another lease property. If this cannot be achieved, MTS shall pay the Contractor the difference between the actual mileage on the tire and the actual mileage obtained in such size of original tread worn out in the service of MTS during the previous twelve months, or other such determination as mutually agreed by the Contractor or MTS. Such tires will become the property of MTS.

MTS will provide the Contractor with sufficient advanced notice when buses are scheduled for sale or disposal. If the tires on said buses are of a size that can be used on other buses in MTS's fleet, MTS intends to run the tires in service. The Contractor must make a diligent effort to collect and or supply scrap tires to mount on these buses at no charge. If after due diligence the Contractor cannot supply scrap tires in quantities sufficient to support the buses scheduled for sale or disposal, MTS may outsource scrap or used tires and provide them to the Contractor for mounting at no charge. Scrap tires must hold air only. MTS does not intend to operate buses equipped with scrap or unfit tires on public streets or to transport any person/s. The Contractor will not be held responsible for buses equipped with scrap or unfit tires and driven by MTS personnel.

1.8.6. SERVICE PERSONNEL

- a) The Contractor will be required to have adequate personnel regularly assigned to MTS property in order to perform all required tire services. Since both divisions house approximately the same amount of buses and support vehicles, the labor force should be evenly divided between divisions. Hours are to be designated by mutual agreement between Contractor and MTS's Chief Operating Officer or the Director of Maintenance. MTS preference for coverage is as follows:

- IAD Evening shift to be Sunday thru Thursday 6pm -230 am
- KMD Morning shift to be 6am -230pm Monday thru Friday
- Saturday should be a split morning shift between IAD and KMD
 1. In the event of work needed outside the above hours, a contact person will be made available that can respond to calls within ninety (90) minutes to facilitate necessary tire work.
 2. Schedules should be such where tire personnel are available on holidays where MTS maintains a regular weekday sign-out. Those Holidays are: Martin Luther King Day and Cesar Chavez Day.
 3. The contractor will provide a foreman that is available during regular business hours to facilitate communication between the contractor and MTS personnel.
 4. Any changes in hours are to be mutually agreed upon by both the contractor and the Chief Operating Officer or the Director of Maintenance.
 5. Personnel must call the foreman's office in the event of an absence.
 6. Personnel must notify the foreman if leaving the property other than for lunch.

- b) The Contractor shall perform the following services in addition to other services or requirements in the contract for all MTS's fleet, including support vehicles (equipped with MTS owned tires).
1. Mount and dismount all tires.
 2. Balance Front Steering Tire/Wheel positions (center and rear axle tire/wheel positions do not require balancing).
 3. Perform repairs to tires.
 4. Maintain recommended tire pressures. TPMS sensors to be installed as needed
 5. Rotate tires on vehicles in the interest of efficiency and safety as determined by the contractor.
 6. Inspect all rims for cracks, and bead wear using manufacturers recommended procedures.
 7. Notify MTS prior to discarding rims and the need for replacement rims.
 8. Torque all tire lug nuts to manufactures specifications using the proper torque sequence every time a tire is changed.
 9. All wheel lug nuts are to be marked after torque using torque indicators to enhance identification of loosening lug nuts.
 10. Maintain valve stems and caps on all wheels. Tires owned by a previous Contractor and in a run-out period shall be the responsibility of the previous Contractor.
 11. Dispose of fill tires, from any MTS vehicle in manner consistent with local, State and Federal law.
 12. Tires owned by Goodyear and in a run-out period shall be the responsibility of Goodyear.
- c) The Contractor will conduct partial fleet inspections weekly in order to complete the entire fleet on a monthly basis. The following information will be collected using a Fleet Analysis Form (or electronic /automated device):

1. Date of inspection.
2. Bus number.
3. Bus location i.e. KMD, IAD.
4. Tire pressure at each tire location.
5. Tread depth at each tire location.

The Fleet Analysis Form will be completed and turned-in to the MTS Maintenance department Divisional Manager on Monday each week.

- d) A Bus Tire Work Form will be filled out for each bus that has received tire work. These forms shall be submitted to the MTS Maintenance department on Monday every week. This form will include the following information:

1. Bus number.
2. Date work completed.
3. What was the reason for tire work?
4. What work was completed? Location of tire/s on the bus.
5. Serial numbers of tire/s removed and serial number of tire/s installed.
6. Mileage on the bus.
7. Signature of tire serviceman performing the work.

- e) MTS personnel will also do inspections of the fleet. All buses found by MTS or the Contractor to have tire or wheel defects will be pulled from service and made available to the contractor for repair that evening and those defects must be repaired or corrected by 3:00 am the following day ready for service. Tire and wheel defects are to include but are not limited to the following: improper inflation, flats, worn out tread depth, mismatched duels, absent or improperly torque wheel nuts, damaged wheels and any defects found to be unsafe. The Contractor's failure to perform these repairs will cause the bus to be held from service and may result in liquidated damages in the amount of **\$223.10** per day, per bus that is prevented from entering revenue service due to incomplete tire and wheel Repairs. In the event the Contractor cannot provide service or tires due to the lack of equipment, tools, personnel, or inventory and buses are held from service the above-mentioned liquidated damages will also apply. Liquidated damages are based on the average revenue collected per bus per in-service day.

Should liquidated damages exceed the cumulative amount of \$10,000 .00 during the performance period of the contract, MTS reserves the right to pursue termination for cause and assess liquidated damages for the purpose of reimbursing direct staff time associated with conducting a new procurement or other expenses directly related to termination of the contract.

MTS is responsible for timely supplying reconditioned or new wheels for use in tire servicing to the Contractor after receiving notification from Contractor of such need. If it is determined during inspections by MTS or Contractor that, the fleet is experiencing tire or wheel defects on 5% or more of MTS's operating fleet, the Contractor will be required to make emergency repairs or replacements to the fleet and bring it back under the 5% level. These emergency repairs must be completed within a twenty-

four (24) hour period. Any additional costs incurred by the Contractor to make the above emergency repairs will be the Contractor's responsibility.

- f) The Contractor is required to conduct a complete inventory of the MTS fleet a minimum of four (4) times a year. A report of this inventory is to be provided to MTS. This report will include; bus numbers, tire serial numbers, and tire locations on all buses. The report will also include tires serial numbers, type, and quantities located in the Contractors shop areas, and in MTS Brake shops. The report will also document all tires removed from service or inventory during the previous quarter. The Contractor must establish an efficient way to track tire and wheel assemblies removed from buses and held in MTS's Brake or Maintenance shops or the Contractors shop areas for reinstallation at a later date.
- g) All wheels shall be inspected by the Contractor's personnel for defects and wear prior to installation on a bus. The Contractor's personnel will decide if the wheel is safe for use or recommend replacement to MTS staff. The Contractor will notify MTS Maintenance department when new wheels are required.
- h) The Contractor will ensure that all wheels are cleaned and in visibly attractive appearance before they are installing on the bus. The Contractor's employee will not be required to clean the wheels. While conducting tire maintenance, wheels identified to have visible signs of grease, oil, or other substance must be taken to the steam rack for cleaning prior to being reinstalled on a vehicle. Wheels will be cleaned by MTS employees within twenty- four (24) hours of notice.
- i) The movement of buses to and from the tire shop area is the responsibility of the Contractor. Bus movement by the Contractor is limited to on-the-lot-driving only. The Contractor will be responsible for any damage resulting from the Contractors' employee(s) operating MTS buses. The Contractor's employees are not permitted to operate any of MTS's vehicles on public roads.
- j) The Contractor shall provide a work schedule which specifies the operating hours of tire shop, break periods, and lunch periods. The Contractors' employees shall report to foreman in charge of the shift at the beginning and end of their scheduled work period. The Contractor must provide a substitute employee during employee absences regardless of the reason. The Contractor shall provide a listing of phone numbers to be contacted if the Contractor's employees do not show for work or in case of an emergency.
- k) Contractor will provide a copy of their employee conduct policy for review and approval. Should the policy be lacking or inconsistent with MTS's policies, the MTS will provide the Contractor with copies of the appropriate sections of the MTS Employee Handbook for guidance.

All Contractor employees will be required to follow the rules outlined in the guide. MTS supervisory staff will have the authority to request

immediate replacement of Contractor employee/s based on performance issues and compliance to the rules of conduct.

- l) The Contractor will be required to comply with U.S. DOT regulations regarding Drug-Free Workplace requirements 49 C.F.R. Part 29, Subpart F. Contractor will submit a copy of their drug and alcohol policy to MTS and will submit an example of their most recent MIS report prior to the start of the contract. Contractor shall also submit the contact information of their drug and alcohol program manager. MTS shall have the right to audit the contractor's drug and alcohol records for employees assigned to this agreement.
- m) Contractor employees who may operate a forklift on MTS property must hold and maintain a certified forklift license. A copy of the license will be kept on file at each site which the employee may operate a forklift. Contractor employees will be permitted to participate in MTS forklift license courses.
- n) Background Check - The Contractor shall conduct a County and Statewide background check, Criminal or Civil and Driver's License Record on all service personnel prior to employment to ensure that the personnel meet the following standards and are qualified to perform all of the tasks as described. The background check shall include an examination of criminal history from any County and State in which the applicant resided within the past seven (7) years and a current motor vehicle record ("MVR").
 - 1. Must be at least 18 years old.
 - 2. Continuous possession of a valid Driver's License.
 - 3. No person can be serving a probated sentence for a felony.
 - 4. No felony convictions.
 - 5. No misdemeanor criminal convictions that would be a danger to personnel safety or loss of property. (Misdemeanors will be reviewed on a case by case basis by the Operations Manager.)
 - 6. Ability to pass Federal drug and alcohol testing. Applicants terminated by previous employer due to drug or alcohol usage shall not be eligible for hire.

1.8.7. RESERVE TIRES

The Contractor must agree to keep at each bus division a sufficient reserve supply adequate to ensure proper tire service on all buses operating from said division. MTS shall provide an appropriate area for all necessary tire storage and servicing. Prior to commencement of contract service, the Contractor shall propose the number of reserve tires to be supplied at each operating division for approval by MTS's Director of Maintenance or his designated representative.

1.8.8. UNFIT TIRES

The Contractor will remove tires from service when determined unfit by either the Contractor or MTS. No more than fifty (50) scrap tires shall accumulate at either division.

1.9. WRITTEN INSTRUCTIONS

The Contractor shall provide MTS with copies of documented procedures for the proper use, maintenance, and service of the Contractor's tires.

1.10. EXPIRATION OF AGREEMENT

Upon the termination by full performance and expiration of this Agreement, the Contractor may, at its sole election, (1) require MTS to return to the Contractor all tires, and other products leased hereunder to MTS, or (2) require MTS to pay for all original tread on buses in MTS's garage, in process of repair, and also for extra buses. Payment for original tires shall be on the basis of the unused mileage remaining in such tires, multiplied by the applicable billing rate per tire mile in effect at said termination date. The unused mileage in each original tread tire shall be computed by subtracting the mileage already used in each such tires from the actual average mileage obtained on each such classification of tires worn out in the service of MTS during the preceding year.

On six months prior to the normal expiration date of this Agreement, contractor is required to get written (e-mail) approval from the MTS Project Manager for any deliveries of tires to the operational divisions. In case the project manager is unavailable, the MTS Division Manager for the destination tire shop should furnish approval.

The foregoing election of the Contractor notwithstanding, on thirty days written notice prior to the normal expiration date of this Agreement, MTS may elect to continue using (run out) all the tires in MTS's possession at the rate in effect during the six months prior to termination until permanently removed from service, but in no event shall such period exceed thirty-six months after the normal termination date. During said thirty-six-month period, MTS shall, to the extent practicable, continuously use such tires on its highest mileage runs until they are rendered permanently unfit for service. During said "run-out" period, all terms and conditions of this Agreement shall continue to be in effect, provided however, that the Contractor shall not be obligated to furnish any service to MTS or to furnish replacement tires for those tires removed from service. At the expiration of said period, MTS shall pay for remaining original tread and retreaded tires and tubes at the price and in the manner set forth above.

Any payment for tires and tubes required to be purchased by MTS under this or any other provision of this Agreement shall be made within thirty days after date of invoice covering the purchase thereof.

MTS may terminate the agreement at any time by giving written notice to the Contractor of such termination, whether for unavailability of funding, convenience or default, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The Contractor shall be paid its costs including compensation for work satisfactorily performed prior to the effective date and time of termination and contract closeout costs for the remaining value of tread on leased tires mounted on buses and in spare stock. All finished or unfinished documents and other material procured or produced by the Contractor hereunder shall become MTS property upon final payment.

1.11. RUN-OUT OF PRESENT TIRE AGREEMENT

In the event an Agreement is awarded under this Solicitation to a Contractor other than the incumbent Contractor, MTS intends to exercise the "run-out" part of the termination clause in its current agreement, as set forth in section 5.11 herein. It is anticipated that this run-out period could last as long as thirty-six (36) months.

During the run out of the previous Contractor/s tires, the current Contractor should make every effort possible to place the previous Contractor/s tires on the most active buses in the highest wear positions to insure an expeditious run out. The Contractor shall diligently record all tire movements on daily logs as tires are moved to new positions or when brakes or other maintenance tasks are performed requiring tire changes. The mechanic or tire service personnel will record all tire changes on a log/form. The Contractor must supply monthly copies of the tire change or movement logs/forms to the MTS designated administrator. During a run-out period they will also be supplied to the previous Contractor/s. The form will indicate the bus number, date, tire brand applied, tire brand removed, wheel position and mileage at the time of change over.

1.12. NEWLY ACQUIRED BUSES

Vehicles purchased by MTS during the term of this Agreement will be obtained from the manufacturer, or other seller with or without tires and MTS will notify Contractor sixty (60) days in advance of date required so that the Contractor may specify and furnish to the manufacturer's continental North American facility or port of demarcation the size and type of tires to be placed on the vehicles. If any such vehicles equipped with tires furnished by Contractor shall be driven overland instead of being shipped, MTS shall pay Contractor for use of such tires at the billing rate per tire mile then in effect within thirty (30) days after receipt of invoice.

Any tires lost, stolen, or damaged while in possession of the vehicle manufacturer, or other seller, or while the vehicle is being delivered to MTS, shall be paid for by MTS on the basis set forth in the Contract.

Reason: Contractor requires proper notification to schedule production tires that are not part of the normal replenishment; unknown freight costs for delivery outside of North America cannot be predicated based on the specification Information; and tires consigned on MTS behalf are outside of Contractor care, custody and control and Contractor does not have a contract with third party to recover the cost of leased tires.

1.13. LEASED VEHICLES

If leased vehicles are supplied with the Lessor's tires, Contractor shall be notified thirty (30) days in advance and the monthly vehicle mileage will be reported for billing. Should the Company terminate or otherwise lose possession of any of the leased vehicles equipped with Lessor's tires, the Company shall pay for each tire (including spares) in accordance with contract terms.

1.14. [NOT APPLICABLE] HEWLETT PACKARD ENTERPRISE (HPE) MINIMUM REQUIREMENTS**1.15. [NOT APPLICABLE] CISCO MINIMUM REQUIREMENTS****1.16. [NOT APPLICABLE] CONTRACTOR'S INFORMATION SECURITY RESPONSIBILITIES**

1.17. [NOT APPLICABLE] BUY AMERICA**1.18. [NOT APPLICABLE] SAFETY DATA SHEETS (SDS)****1.19. [NOT APPLICABLE] NO RIGHT TO POST SIGNS****1.20. REPLACEMENT PARTS**

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

1.21. DELIVERY AND ACCEPTANCE

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

1.22. EXPEDITING

The goods furnished under this Agreement shall be subject to expediting by MTS. MTS shall be afforded free access to Contractor's shops, factories, or places of business, and those of Contractor's suppliers, for expediting purposes. As required by MTS, Contractor shall supply schedules, unpriced copies of purchase orders and progress reports for MTS's use in expediting.

1.23. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK

MTS DOC. NO. B0780.0-25
BUS TIRE LEASE AND SERVICES RFP
MICHELIN NORTH AMERICA, INC.

	New	Re-thread
BASE YEAR 1	\$ 1,627,932.01	\$ 1,526,975.74
BASE YEAR 2	\$ 1,736,330.14	\$ 1,632,597.58
BASE YEAR 3	\$ 1,785,333.22	\$ 1,678,748.01
BASE YEAR 4	\$ 1,837,357.89	\$ 1,727,841.58
BASE YEAR 5	\$ 1,890,021.23	\$ 1,777,493.22
OPTION YEAR 1	\$ 1,944,540.81	\$ 1,828,918.29
OPTION YEAR 2	\$ 2,000,934.68	\$ 1,882,132.54
RUN OUT YEAR 1	\$ 592,692.97	\$ 517,891.28
RUN OUT YEAR 2	\$ 414,885.08	\$ 362,523.90
RUN OUT YEAR 3	\$ 248,934.78	\$ 217,517.60
GRAND TOTAL	\$ 14,078,962.82	\$ 13,152,639.74

**MTS DOC. NO. B0780.0-25
BUS TIRE LEASE AND SERVICES RFP**

PROPOSER NAME: MICHELIN NORTH AMERICA, INC.

BASE YEAR 1				
Line #	Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
1	Tire Size: 305/70/22.5	25,814,232	\$ 0.008875	\$ 229,101.31
2	Tire Size: 305/85/22.5	52,238,448	\$ 0.009826	\$ 513,294.99
Tire Service		Months	Monthly Rate	
3	Fixed Rate Monthly Tire Service IAD	12	\$ 34,500.00	\$ 414,000.00
4	Fixed Rate Monthly Tire Service KMD	12	\$ 34,500.00	\$ 414,000.00
5	Tax 7.750% (Lines 1 and 2 only)			\$ 57,535.71
6	Base Year 1 Total (Lines 1-5)			\$ 1,627,932.01

BASE YEAR 2				
Line #	Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
1	Tire Size: 305/70/22.5	25,814,232	\$ 0.009119	\$ 235,401.59
2	Tire Size: 305/85/22.5	52,238,448	\$ 0.010096	\$ 527,410.60
Tire Service		Months	Monthly Rate	
3	Fixed Rate Monthly Tire Service IAD	12	\$ 38,100.00	\$ 457,200.00
4	Fixed Rate Monthly Tire Service KMD	12	\$ 38,100.00	\$ 457,200.00
5	Tax 7.750% (Lines 1 and 2 only)			\$ 59,117.95
6	Base Year 2 Total (Lines 1-5)			\$ 1,736,330.14

BASE YEAR 3				
Line #	Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
1	Tire Size: 305/70/22.5	25,814,232	\$ 0.009370	\$ 241,875.14
2	Tire Size: 305/85/22.5	52,238,448	\$ 0.010374	\$ 541,914.39
Tire Service		Months	Monthly Rate	
3	Fixed Rate Monthly Tire Service IAD	12	\$ 39,200.00	\$ 470,400.00
4	Fixed Rate Monthly Tire Service KMD	12	\$ 39,200.00	\$ 470,400.00
5	Tax 7.750% (Lines 1 and 2 only)			\$ 60,743.69
6	Base Year 3 Total (Lines 1-5)			\$ 1,785,333.22

BASE YEAR 4				
Line #	Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
1	Tire Size: 305/70/22.5	25,814,232	\$ 0.009628	\$ 248,526.71
2	Tire Size: 305/85/22.5	52,238,448	\$ 0.010659	\$ 556,817.04
Tire Service		Months	Monthly Rate	
3	Fixed Rate Monthly Tire Service IAD	12	\$ 40,400.00	\$ 484,800.00
4	Fixed Rate Monthly Tire Service KMD	12	\$ 40,400.00	\$ 484,800.00
5	Tax 7.750% (Lines 1 and 2 only)			\$ 62,414.14
6	Base Year 4 Total (Lines 1-5)			\$ 1,837,357.89

BASE YEAR 5				
Line #	Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
1	Tire Size: 305/70/22.5	25,814,232	\$ 0.009892	\$ 255,361.19
2	Tire Size: 305/85/22.5	52,238,448	\$ 0.010952	\$ 572,129.51
Tire Service		Months	Monthly Rate	
3	Fixed Rate Monthly Tire Service IAD	12	\$ 41,600.00	\$ 499,200.00
4	Fixed Rate Monthly Tire Service KMD	12	\$ 41,600.00	\$ 499,200.00
5	Tax 7.750% (Lines 1 and 2 only)			\$ 64,130.53
6	Base Year 5 Total (Lines 1-5)			\$ 1,890,021.23

OPTION YEAR 1				
Line #	Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
1	Tire Size: 305/70/22.5	25,814,232	\$ 0.010164	\$ 262,383.62
2	Tire Size: 305/85/22.5	52,238,448	\$ 0.011253	\$ 587,863.07
Tire Service		Months	Monthly Rate	
3	Fixed Rate Monthly Tire Service IAD	12	\$ 42,850.00	\$ 514,200.00
4	Fixed Rate Monthly Tire Service KMD	12	\$ 42,850.00	\$ 514,200.00
5	Tax 7.750% (Lines 1 and 2 only)			\$ 65,894.12
6	Option Year 1 Total (Lines 1-5)			\$ 1,944,540.81

OPTION YEAR 2				
Line #	Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
1	Tire Size: 305/70/22.5	25,814,232	\$ 0.010444	\$ 269,599.17
2	Tire Size: 305/85/22.5	52,238,448	\$ 0.011563	\$ 604,029.30
Tire Service		Months	Monthly Rate	
3	Fixed Rate Monthly Tire Service IAD	12	\$ 44,150.00	\$ 529,800.00
4	Fixed Rate Monthly Tire Service KMD	12	\$ 44,150.00	\$ 529,800.00
5	Tax 7.750% (Lines 1 and 2 only)			\$ 67,706.21
6	Option Year 2 Total (Lines 1-5)			\$ 2,000,934.68

Ext Cost if Re-Caps utilized in approved cases (Optional)

BASE YEAR 1			
Re-Tread Tires	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	25,814,232	\$ 0.007755	\$ 200,182.07
Tire Size: 305/85/22.5	52,238,448	\$ 0.008586	\$ 448,519.31
Tax 7.750% (Lines 1 and 2 only)			\$ 50,274.36
Base Year 1 Total			\$ 698,975.74

BASE YEAR 2			
Re-Tread Tires	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	25,814,232	\$ 0.007968	\$ 205,687.08
Tire Size: 305/85/22.5	52,238,448	\$ 0.008822	\$ 460,853.60
Tax 7.750% (Lines 1 and 2 only)			\$ 51,656.90
Base Year 2 Total			\$ 718,197.58

BASE YEAR 3			
Re-Tread Tires	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	25,814,232	\$ 0.008187	\$ 211,343.47
Tire Size: 305/85/22.5	52,238,448	\$ 0.009065	\$ 473,527.07
Tax 7.750% (Lines 1 and 2 only)			\$ 54,077.47
Base Year 3 Total			\$ 737,948.01

BASE YEAR 4			
Re-Tread Tires	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	25,814,232	\$ 0.008412	\$ 217,155.42
Tire Size: 305/85/22.5	52,238,448	\$ 0.009314	\$ 486,549.06
Tax 7.750% (Lines 1 and 2 only)			\$ 54,537.10
Base Year 4 Total			\$ 758,241.58

BASE YEAR 5			
Re-Tread Tires	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	25,814,232	\$ 0.008644	\$ 223,127.19
Tire Size: 305/85/22.5	52,238,448	\$ 0.009570	\$ 499,929.16
Tax 7.750% (Lines 1 and 2 only)			\$ 56,036.87
Base Year 5 Total			\$ 779,093.22

OPTION YEAR 1			
Re-Tread Tires	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	25,814,232	\$ 0.008881	\$ 229,263.19
Tire Size: 305/85/22.5	52,238,448	\$ 0.009833	\$ 513,677.22
Tax 7.750% (Lines 1 and 2 only)			\$ 57,577.88
Option Year 1 Total			\$ 800,518.29

OPTION YEAR 2			
Re-Tread Tires	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	25,814,232	\$ 0.009126	\$ 235,567.93
Tire Size: 305/85/22.5	52,238,448	\$ 0.010104	\$ 527,803.34
Tax 7.750% (Lines 1 and 2 only)			\$ 59,161.27
Option Year 2 Total			\$ 822,532.54

MTS DOC. NO. B0780.0-25
 BUS TIRE LEASE AND SERVICES RFP
 MICHELIN NORTH AMERICA, INC.

Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	16912500	\$ 0.010444	\$ 176,631.09
Tire Size: 305/85/22.5	32295631	\$ 0.011563	\$ 373,431.99
Tax 7.750% (Lines 1 and 2 only)			\$ 42,629.89
			\$ 592,692.97

Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	11838750	\$ 0.010444	\$ 123,641.76
Tire Size: 305/85/22.5	22606942	\$ 0.011563	\$ 261,402.40
Tax 7.750% (Lines 1 and 2 only)			\$ 29,840.92
			\$ 414,885.08

Tire Lease	Tire Miles	Tire Mile Rate	Extended Price
Tire Size: 305/70/22.5	7103250	\$ 0.010444	\$ 74,185.06
Tire Size: 305/85/22.5	13564465	\$ 0.011563	\$ 156,844.90
Tax 7.750% (Lines 1 and 2 only)			\$ 17,904.82
			\$ 248,934.78

Ext Cost if Re-Caps utilized in approved cases

RUN-OUT YEAR 1

Re-Tread Tires

Tire Size: 305/70/22.5

Tire Size: 305/85/22.5

Tax 7.750% (Lines 1 and 2 only)

Base Year 1 Total

Tire Miles	Tire Mile Rate	Extended Price
16912500	\$ 0.009126	\$ 154,335.12
32295631	\$ 0.010104	\$ 326,306.44
		\$ 37,249.72
		\$ 517,891.28

RUN-OUT YEAR 2

Re-Tread Tires

Tire Size: 305/70/22.5

Tire Size: 305/85/22.5

Tax 7.750% (Lines 1 and 2 only)

Base Year 2 Total

Tire Miles	Extended Price	Extended Price
11838750	\$ 0.009126	\$ 108,034.58
22606942	\$ 0.010104	\$ 228,414.51
		\$ 26,074.80
		\$ 362,523.90

RUN-OUT YEAR 3

Re-Tread Tires

Tire Size: 305/70/22.5

Tire Size: 305/85/22.5

Tax 7.750% (Lines 1 and 2 only)

Base Year 3 Total

Tire Miles	Extended Price	Extended Price
7103250	\$ 0.009126	\$ 64,820.75
13564465	\$ 0.010104	\$ 137,051.73
		\$ 15,645.12
		\$ 217,517.60



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 17

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

June 26, 2025

SUBJECT:

UPS Maintenance Support Services – Sole Source Contract Award

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

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





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 18

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

June 26, 2025

SUBJECT:

The San Diego Metropolitan Transit System (MTS) Board Policy No. 13 Conflict of Interest Regarding Service Contracts – Policy Revision

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt the proposed revisions to MTS Board Policy No. 13 Conflict of Interest Regarding Service Contracts (Attachment A).

Budget Impact

None with this action.

DISCUSSION:

This year, MTS plans to start utilizing the design-build procurement method for certain transit capital projects as authorized under California Public Contract Code Section 22162 *et seq.* Design-build is a construction procurement process in which both the design and construction of a project are procured from a single entity. One of the requirements for design-build projects is that a public agency establish a written conflict of interest policy for design-build projects.

MTS Board Policy No. 13 - Conflict of Interest Regarding Service Contracts (Policy No. 13) establishes the procedures regarding potential and actual conflict of interests for service contracts, specifically those involving architectural and engineering consultants. This Policy has not had a substantive review by staff since 2006. MTS legal counsel conducted a comprehensive review of Policy No. 13 and developed proposed revisions that expand Policy No. 13 to apply to not only architectural and engineering conflict of interests, but all third-party contracts, including design-build.



Therefore, staff recommends that the MTS Board of Directors adopt the proposed revisions to MTS Board Policy No. 13 Conflict of Interest Regarding Service Contracts (Attachment A).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Proposed Revisions to Policy No. 13 - Clean version
B. Proposed Revisions to Policy No. 13 - Track Changes



**Metropolitan
Transit
System**

Policies and Procedures No. 13

Board Approval: 6/26/2025

SUBJECT:

CONFLICT OF INTEREST POLICY FOR CONSULTANTS AND CONTRACTORS

PURPOSE:

To establish procedures regarding potential and actual conflicts of interest for consultants and contractors working on MTS projects, including design-build projects.

POLICY:

- 13.1 Purpose. Local, state, and federal law include statutes, regulations, and rules that prohibit “conflicts of interest” to ensure that decisions are made impartially, based on organizational interests, and not influenced by personal interests or relationships of the employees or contractors hired to assist a public agency in making decisions. Disclosure of potential conflicts of interest is necessary to evaluate if the conflict can be mitigated by reasonable measures, or if the conflict would make an individual or entity ineligible to work on a particular contract for MTS.
- 13.2 Applicability. This policy applies to all consultants and contractors (referred to herein as a “firm”) that have entered into or wish to enter into contracts with MTS to perform services. This policy is supplemental to MTS’s Conflict of Interest Code and does not supersede or modify any requirements in that Conflict of Interest Code.
- 13.3 Policy Prohibiting Conflicts of Interest. A firm is eligible for award of contracts by MTS so long as the firm does not have an actual, potential, or apparent conflict of interest.



Conflicts of interest may be prohibited by statute (e.g. Government Code Section 1090 and the Political Reform Act) or by regulation (e.g. organizational conflicts of interest).

13.3.1 Statutory conflicts of interest arise when a firm participates in making an MTS contract in which it has a financial interest and no exceptions applies. Statutory conflicts of interest are governed by statute, as well as related case law and regulations.

13.3.2 Organizational conflicts of interest are created by circumstances arising out of consultants' or contractors' existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in:

13.3.2.1 impairment or potential impairment of consultants' or contractors' ability to render impartial assistance or advice to MTS;

13.3.2.2 impairment or potential impairment of consultants' or contractors' objectivity in performing work for MTS;

13.3.2.3 an unfair competitive advantage for any proposer with respect to MTS's procurement (including, but not limited to, through access to nonpublic information or assisting MTS in the preparation of a Request for Qualifications (RFQ), Request for Information (RFI), Request for Proposals (RFP), Invitation for Bids (IFB), or the resultant contract); or a perception or appearance of impropriety or unfair competitive advantage with respect to any of MTS's procurements or contracts (irrespective of whether such perception is accurate).

13.4 Examples of Potential Conflicts of Interest. Prohibited conflicts of interest include, but are not limited to, the following situations:

13.4.1 *Design-Bid-Build Projects.* Any firm that provides design services for a project will be ineligible for award of a contract to construct the improvements which are the subject of the design services, unless otherwise permitted by law. This does not apply to a separate, follow-on contract to provide design services during construction for the subject project.

13.4.2 *Construction Management Services.*

13.4.2.1 Any firm that provides design services for a project will be ineligible for award of any contract to provide

construction management services for the specific project for which design services were provided unless otherwise permitted by law.

- 13.4.2.2 Any firm that provides construction management services for a project will be ineligible for award of a construction contract for which construction management services were or will be provided unless otherwise permitted by law.

13.4.3 *Design-Build Projects.*

- 13.4.3.1 A firm that is or has acted as MTS's general engineering or architectural consultant for a design-build project.

13.4.3.1.1 However, a sub-consultant of the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build project may participate as a Proposer or join a design-build team if the Proposer terminates the agreement to provide work and provides no work for the District's general engineering or architectural consultant on the design-build project.

- 13.4.3.2 A firm has conducted preliminary design services for the design-build project such as conceptual layouts, preliminary design, or preparation of bridging documents.

- 13.4.3.3 A firm performed design work related to the design-build project for other stakeholders in the design-build project.

- 13.4.3.4 A firm performed design work on a previous contract that specifically excludes the firm from participating as a proposer or joining any design-build team for the design-build project.

13.4.4 *Applicable to All Projects and Contracts.*

- 13.4.4.1 A firm has assisted or is assisting MTS in the management of the project or contract, including the preparation of the RFP, evaluation criteria, or any other aspect of the procurement.

13.4.4.2 A firm is under contract with any other entity or stakeholder to perform oversight of the project.

13.4.4.3 Any circumstances that would violate California Government Code Sections 1090 et seq. (contractual conflicts).

13.4.4.4 A firm that is or has acted as MTS's general engineering or architectural consultant shall not participate in the review and analysis of or render opinions regarding the firm's own work performed on an MTS project.

13.5 Other Conflict of Interest Rules.

13.5.1 MTS may be required to comply with requirements and regulations applicable to federally funded procurements and contracts. Nothing in this policy is intended to limit, modify or otherwise alter the effect of other relevant federal, state, or local regulations, statutes or rules.

13.5.2 Consultants responsible for preparing documents under the California Environmental Quality Act (CEQA) are required to comply with all state laws and regulations applicable to such services, including requirements relating to organizational conflicts of interest. For federally funded projects subject to NEPA compliance, consultants involved in the preparation of environmental assessments or environmental impact statements must submit a disclosure statement to the lead agency that specifies any financial or other interests in the outcome of the project. (See 40 CFR §1506.5(b)(4).)

13.6 Procedure for Identifying Potential Conflicts of Interest.

13.6.1 *Disclosure Obligations Prior to Contract Award.* During the solicitation or procurement process, firms having a conflict must immediately make a full written disclosure of the actual, perceived, or potential conflict to the contract administrator for the project, and shall have a continuing obligation to do so until they are no longer a proposer on the pending solicitation. If a firm determines that a potential conflict of interest exists, the firm's disclosure will not necessarily disqualify the firm from being awarded a contract. The firm shall submit proposed measures to avoid, neutralize, or mitigate all potential or actual conflicts. MTS, at its sole discretion, shall determine whether an actual or potential conflict of interest, or the appearance of any such conflict of interest, exists and whether the proposed measures are sufficient to overcome the actual,

perceived, or potential conflict and whether the firm may continue with the procurement process.

13.6.2 *Disclosure Obligations After Contract Award.*

13.6.2.1 After a contract has been awarded, the successful proposer to whom the contract is awarded (Contractor) has an ongoing obligation to monitor and disclose actual, perceived, or potential conflicts of interest. If an actual, perceived, or potential conflict of interest is discovered after the contract has been awarded, the Contractor must make an immediate and full written disclosure to MTS that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. MTS, in its sole discretion, shall determine whether an actual or potential conflict of interest, or the appearance of any such conflict of interest, exists and whether the proposed measures are sufficient to overcome the actual, perceived, or potential conflict. During the pendency of such evaluation, MTS reserves the right to suspend work under the contract without obligation, responsibility, or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor.

13.6.2.2 If an actual, perceived, or potential conflict of interest is determined to exist and the Contractor was aware of the actual, perceived, or potential conflict of interest prior to award of the contract and did not disclose the conflict, MTS may terminate the contract. If a conflict of interest arises after the contract award and the Contractor's proposed measures to avoid or mitigate the conflict are determined by MTS to be inadequate to protect MTS, MTS may terminate the contract. If the contract is terminated, MTS assumes no obligation, responsibility or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor, and MTS shall be entitled to pursue any and all appropriate legal remedies.

13.6.3 A "Notice of Potential for Conflict of Interest" shall be included within the procurement for services issued by MTS. The notice shall be the policy of the Board as listed herein. This policy shall be incorporated by reference into all contracts executed by MTS.

13.6.4 If there is any doubt by a firm regarding a potential conflict of interest for a specific project or function, MTS General Counsel will, upon written request, provide a written ruling.

Original Policy approved on 7/28/80.
Policy revised on 9/15/81.
Policy revised on 10/5/84.
Policy revised on 11/9/89.
Policy revised on 7/26/90.
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Policy revised on 12/14/00.
Policy revised on 1/10/02.
Policy revised on 2/14/02.
Policy revised/renumbered on 2/12/04.
Policy repealed in part/revised on 6/22/06.
Policy revised on 6/26/2025

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Policies and Procedures—No. 13

~~SUBJECT:~~ Board Approval ~~and Repealed in Part:~~ 6/22/06 26/2025

SUBJECT: ~~CONFLICTS~~

CONFLICT OF INTEREST REGARDING SERVICE CONTRACTS POLICY FOR CONSULTANTS AND CONTRACTORS

PURPOSE:

To establish procedures regarding potential and actual conflicts of interest ~~regarding service contracts~~ for consultants and contractors working on MTS projects, including design-build projects.

POLICY:

13.1 13.1—Purpose. Local, state, and federal law include statutes, regulations, and rules that prohibit “conflicts of interest” to ensure that decisions are made impartially, based on organizational interests, and not influenced by personal interests or relationships of the employees or contractors hired to assist a public agency in making decisions. Disclosure of potential conflicts of interest is necessary to evaluate if the conflict can be mitigated by reasonable measures, or if the conflict would make an individual or entity ineligible to work on a particular contract for MTS.

13.2 Applicability. This policy applies to all consultants and contractors (referred to herein as a “firm”) that have entered into or wish to enter into contracts with MTS to perform services. This policy is supplemental to MTS’s Conflict of Interest Code and does not supersede or modify any requirements in that Conflict of Interest Code.

Policy Prohibiting Conflicts of Interest

13.3 13.1.1—A consultant firm is eligible for award of service contracts by MTS, San Diego Trolley, Inc. (SDTI), and San Diego Transit Corporation (SDTC), hereinafter



Metropolitan Transit System (MTS) is a California public agency and is comprised of San Diego Transit Corporation and San Diego Trolley, Inc. nonprofit public benefit corporations, in cooperation with Chula Vista Transit and National City Transit. MTS is the taxicab administrator for eight cities and the owner of the San Diego and Arizona Eastern Railway Company. MTS member agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.

referred to as “the Agencies” so long as the ~~contract in question~~ firm does not ~~create~~ have an actual, potential, or apparent conflict of interest. ~~A~~

Conflicts of interest may be prohibited ~~conflict of interest exists~~ by statute (e.g. Government Code Section 1090 and the Political Reform Act) or by regulation (e.g. organizational conflicts of interest).

13.3.1 Statutory conflicts of interest arise when a firm ~~is or may be~~ ~~unable~~ participates in making an MTS contract in which it has a financial interest and no exceptions applies. Statutory conflicts of interest are governed by statute, as well as related case law and regulations.

13.3.2 Organizational conflicts of interest are created by circumstances arising out of consultants' or contractors' existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in:

13.3.2.1 ~~impairment or potential impairment of consultants' or contractors' ability to render impartial, objective assistance or advice to the Agencies or where a firm would receive~~ MTS;

13.3.2.2 ~~impairment or potential impairment of consultants' or contractors' objectivity in performing work for~~ MTS;

13.3.2.3 ~~an unfair competitive advantage, for any proposer with respect to MTS's procurement (including, but not limited to, through access to nonpublic information or assisting MTS in the preparation of a Request for Qualifications (RFQ), Request for Information (RFI), Request for Proposals (RFP), Invitation for Bids (IFB), or the resultant contract); or a perception or appearance of impropriety or unfair competitive advantage with respect to any of MTS's procurements or contracts (irrespective of whether such perception is accurate).~~

13.4 Examples of Potential Conflicts of Interest. Prohibited conflicts of interest include, but are not limited to, the following situations:

13.4.1 Design-Bid-Build Projects. Any firm that provides design services ~~to the Agencies for a project~~ will be ineligible for award of a ~~construction~~ contract to construct the improvements, which are the subject of the design services, unless otherwise ~~provided for by law.~~

permitted by law. This does not apply to a separate, follow-on

contract to provide design services during construction for the subject project.

13.4.2 Construction Management Services.

• 13.4.2.1 Any firm that provides design services ~~to the Agencies~~ for a project will be ineligible for award of any contract to provide construction management services ~~resulting from~~ for the specific project for which design services were provided unless otherwise ~~provided for~~ permitted by law.

• 13.4.2.2 Any firm that provides construction management services ~~to the Agencies~~ for a project will be ineligible for award of a construction contract for which construction management services were or will be provided unless otherwise ~~provided for~~ permitted by law.

~~13.1.2 General consultants or subconsultant firms may provide services on other Agency projects. A consultant shall not, however, participate in the review and analysis of or render opinions regarding its work performed on other Agency projects or as limited in Section 13.1.1 above. Unless otherwise defined by the Chief Executive Officer, a general consultant is a consultant whose procurement is typically for a two-year period with 3 one-year option extensions to provide services as needed from time to time on a work-order basis rather than for one specific predefined project. General consultants support staff in managing other Agency consultants. Examples of general consultants are the general engineering consultant, the general construction consultants, the general right-of-way consultant, the general planning consultant, and the general environmental consultant. General consultants are prime contractors to the Agencies. Subconsultants to general Consultants are not classified as General consultants. General Consultant procurements are identified as such during the procurement process.~~

13.4.3 Design-Build Projects.

13.4.3.1 A firm that is or has acted as MTS's general engineering or architectural consultant for a design-build project.

13.4.3.1.1 However, a sub-consultant of the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build project may participate as a Proposer or join a design-build team if the Proposer terminates the agreement to provide work and provides no work for the District's general engineering or architectural consultant on the design-build project.

13.4.3.2 A firm has conducted preliminary design services for the design-build project such as conceptual layouts, preliminary design, or preparation of bridging documents.

13.4.3.3 A firm performed design work related to the design-build project for other stakeholders in the design-build project.

13.4.3.4 A firm performed design work on a previous contract that specifically excludes the firm from participating as a proposer or joining any design-build team for the design-build project.

13.4.4 Applicable to All Projects and Contracts.

13.4.4.1 A firm has assisted or is assisting MTS in the management of the project or contract, including the

preparation of the RFP, evaluation criteria, or any other aspect of the procurement.

13.4.4.2 A firm is under contract with any other entity or stakeholder to perform oversight of the project.

13.4.4.3 Any circumstances that would violate California Government Code Sections 1090 et seq. (contractual conflicts).

13.4.4.4 A firm that is or has acted as MTS's general engineering or architectural consultant shall not participate in the review and analysis of or render opinions regarding the firm's own work performed on an MTS project.

13.5 Other Conflict of Interest Rules.

13.5.1 MTS may be required to comply with requirements and regulations applicable to federally funded procurements and contracts. Nothing in this policy is intended to limit, modify or otherwise alter the effect of other relevant federal, state, or local regulations, statutes or rules.

13.5.2 Consultants responsible for preparing documents under the California Environmental Quality Act (CEQA) are required to comply with all state laws and regulations applicable to such services, including requirements relating to organizational conflicts of interest. For federally funded projects subject to NEPA compliance, consultants involved in the preparation of environmental assessments or environmental impact statements must submit a disclosure statement to the lead agency that specifies any financial or other interests in the outcome of the project. (See 40 CFR §1506.5(b)(4).)

13.6 Procedure for Identifying Potential Conflicts of Interest.

13.6.1 *Disclosure Obligations Prior to Contract Award.* During the solicitation or procurement process, firms having a conflict must immediately make a full written disclosure of the actual, perceived, or potential conflict to the contract administrator for the project, and shall have a continuing obligation to do so until they are no longer a proposer on the pending solicitation. If a firm determines that a potential conflict of interest exists, the firm's disclosure will not necessarily disqualify the firm from being awarded a contract. The firm shall submit proposed measures to avoid, neutralize, or mitigate all potential or actual conflicts. MTS, at its sole discretion, shall determine whether an actual or potential conflict of interest, or the appearance of any such conflict of interest, exists and whether

the proposed measures are sufficient to overcome the actual, perceived, or potential conflict and whether the firm may continue with the procurement process.

13.6.2 Disclosure Obligations After Contract Award.

13.6.2.1 After a contract has been awarded, the successful proposer to whom the contract is awarded (Contractor) has an ongoing obligation to monitor and disclose actual, perceived, or potential conflicts of interest. If an actual, perceived, or potential conflict of interest is discovered after the contract has been awarded, the Contractor must make an immediate and full written disclosure to MTS that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. MTS, in its sole discretion, shall determine whether an actual or potential conflict of interest, or the appearance of any such conflict of interest, exists and whether the proposed measures are sufficient to overcome the actual, perceived, or potential conflict. During the pendency of such evaluation, MTS reserves the right to suspend work under the contract without obligation, responsibility, or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor.

13.6.2.2 If an actual, perceived, or potential conflict of interest is determined to exist and the Contractor was aware of the actual, perceived, or potential conflict of interest prior to award of the contract and did not disclose the conflict, MTS may terminate the contract. If a conflict of interest arises after the contract award and the Contractor's proposed measures to avoid or mitigate the conflict are determined by MTS to be inadequate to protect MTS, MTS may terminate the contract. If the contract is terminated, MTS assumes no obligation, responsibility or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor, and MTS shall be entitled to pursue any and all appropriate legal remedies.

~~13.1.3~~ 13.6.3 A "Notice of Potential for Conflict of Interest" shall be included within the procurement for services issued by ~~the Agencies~~ MTS. The notice shall be the policy of the Board as listed herein. ~~Any service agreement over \$100,000 issued in accordance with this~~ This policy shall ~~include or make~~ be incorporated by reference ~~to the policy listed herein.~~ into all contracts executed by MTS.

~~13.1.4 A “firm” shall be defined as any company or family of companies where there is a single parent board of directors or staff of officers who can influence the policies and actions of the design company, construction management company, and the construction company.~~

~~13.1.5 “Ineligible” shall include the following definition:~~

~~Firms that are ineligible to provide services include the prime contractor for the services, subcontractors for portions of the services, and affiliates of either. An affiliate is a firm that is subject to the control of the same persons through joint ownership or otherwise.~~

~~13.1.6~~ 13.6.4 If there is any doubt by a firm regarding a potential conflict of interest for a specific project or function, MTS General Counsel will, upon written request, provide a written ruling. ~~This procedure is encouraged prior to submittal of a response to a procurement solicitation. In the event a conflict of interest is determined to exist, a written appeal may be made to the Chief Executive Officer. The Chief Executive Officer shall determine the adequacy of the appeal and make a subsequent final decision. No further appeal shall be considered.~~

~~13.1.7 The Chief Executive Officer shall review and, if appropriate, waive any actual, potential, or apparent conflict of interest that may exist or arise as a result of concurrent legal representation of clients whose interests may conflict.~~

~~DDarro/JGarde~~

~~POLICY 13. CONFLICTS OF INTEREST SERVICE CONTRACTS~~

~~7/24/06~~

Policy repealed in part/revised on 6/22/06.

Original Policy approved on 7/28/80.

Policy revised on 9/15/81.

Policy revised on 10/5/84.

Policy revised on 11/9/89.

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Policy revised on 3/14/96.

Policy revised on 5/8/97.

Policy revised on 3/25/99.

Policy revised on 11/9/00.

Policy revised on 12/14/00.

Policy revised on 1/10/02.

Policy revised on 2/14/02.

Policy revised/renumbered on 2/12/04.



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Policy revised on 6/26/2025

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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., and San Diego and Arizona Eastern Railway Company.



Metropolitan Transit System (MTS) is a California public agency and is comprised of San Diego Transit Corporation and San Diego Trolley, Inc., nonprofit public benefit corporations, in cooperation with Chula Vista Transit and National City Transit. MTS is the taxicab administrator for eight cities and the owner of the San Diego and Arizona Eastern Railway Company.

MTS member agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 19

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

June 26, 2025

SUBJECT:

Appointment of Vice Chair for 2025 Public Security Committee

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the appointment of Board Member Patricia Dillard as the Vice Chair for the Public Security Committee for 2025.

Budget Impact

None with this action.

DISCUSSION:

In January 2025, the Board of Directors approved the slate of appointments to MTS Committees for 2025. Membership of the 2025 Public Security Committee includes the following board members:

- Monica Montgomery Steppe (Chair of the Public Security Committee)
- Patricia Dillard
- Cesar Fernandez
- Henry Foster
- Steve Goble
- Ronn Hall
- Jose Rodriguez

At the time of the Committee appointments, a Vice Chair for the Public Security Committee was not identified. To ensure there is official coverage to preside over the Public Security Committee meetings in the Chair's absence, a Vice Chair appointment is required.



Therefore, staff recommends that the MTS Board of Directors to approve the appointment of Board Member Patrica Dillard as the Vice Chair for the Public Security Committee for 2025.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 20

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

June 26, 2025

SUBJECT:

Beyer Boulevard Trolley Station Transit-Oriented Development – Amendment to Disposition and Development Agreement (Karen Landers and Sean Myott)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute an Amendment to the Disposition and Development Agreement (Amended DDA) with Beyer Family Housing L.P. for a Beyer Boulevard Trolley Station Transit Oriented Development Project, MTS Doc. No. G2589.1-22 (in substantially the same format as Attachment A); and
- 2) Take all actions necessary to fulfill MTS's obligations under the Amended DDA, including, but not limited to, executing a Ground Lease and related regulatory agreements for each project phase.

Budget Impact

The proposed amendment is not expected to have a budget impact. However, receipt of Ground Lease rent will be delayed since it does not begin to accrue until construction is complete and the project is occupied. Under MTS's Transit Oriented Development (TOD) program, the ground lease rent for an affordable housing project is generally limited because of the restricted rents built into the program and the various public subsidies used to construct the project. If the Amended DDA and resulting Ground Lease is executed, the project would be constructed at no cost to MTS, with annual ground lease rent after construction is complete generally being in the range of 5% of net income from the development (often under \$50,000 per year). Staff would expect that the development, in close proximity to MTS transit services, would increase ridership at their respective stations.

Currently, 69 of the parking spaces in the Beyer Boulevard parking lot are leased to San Ysidro Health Center. Annual parking lease revenue to MTS is \$30,643.68. Development of the TOD at Beyer Boulevard will require MTS to terminate the San Ysidro Health Center parking lease.



DISCUSSION:

On March 10, 2022 (AI 32) the Board approved a Disposition and Development Agreement (DDA) with an Affirmed Housing affiliated limited partnership, Beyer Family Housing L.P. for an affordable housing transit-oriented development at the Beyer Boulevard Trolley Station. The DDA was formally executed on March 23, 2022 (MTS Doc. No. G2589.0-22). The timeline in the DDA required Affirmed to execute a Ground Lease and close escrow on all necessary financial transactions no later than June 30, 2025.

The material terms of the DDA required Affirmed to construct a 100-unit multi-residential building (with 99 rent restricted units and one manager's unit) and a reconfigured surface parking lot for MTS transit use consisting of 74 parking spaces.

Today's proposed action, amending the DDA, would make the following changes:

1. Extend the deadline to secure financing and close on the Ground Lease to April 1, 2027 (extension of 22 months); and
2. Revise the MTS transit parking lot total to 68 spaces (loss of 6 spaces).

Development Financing Update – Recommended DDA Extension to April 1, 2027

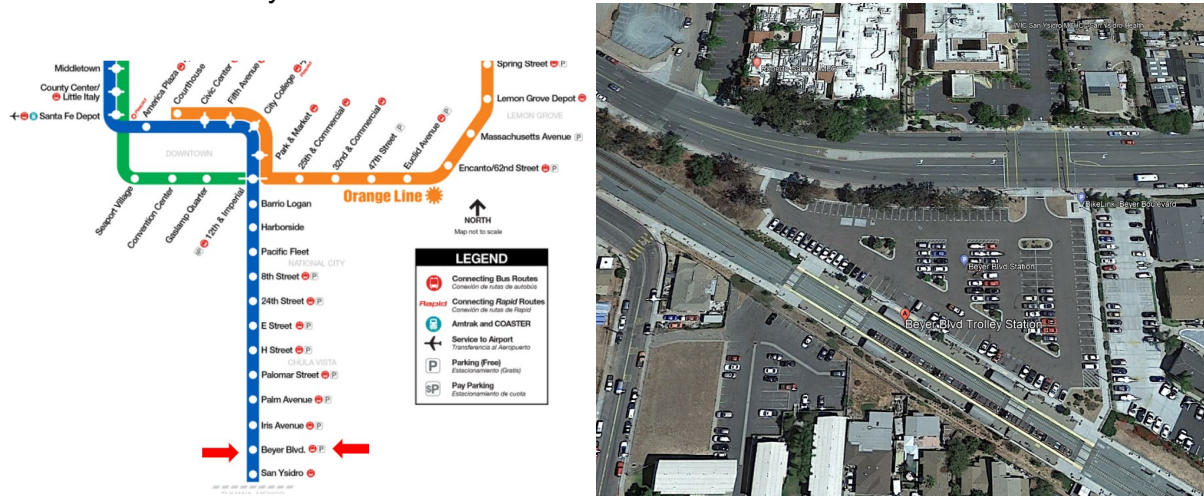
Affirmed is an experienced affordable housing developer that recently completed an affordable housing development at the Grantville Transit Center, is in construction on an affordable housing development at the Rancho Bernardo Transit Station, and is also under contract with MTS to develop affordable housing at Spring Street Trolley Station. The proposed DDA will be with an Affirmed-affiliated limited partnership, Beyer Family Housing L.P. Since the 2022 DDA, MTS staff has been working with Affirmed to refine their development proposal and Affirmed has been acquiring the requisite financial capital. To date, Affirmed has secured the following funding commitments:

- \$5M from City of San Diego Low and Moderate Income Housing Asset Fund, Round 2
- \$3M from County of San Diego
- \$3.02M from California Housing and Community Development Infill Infrastructure Grant
- \$9.9M permanent loan commitment

Additional funding is needed to fully finance the project. Affirmed has been diligently pursuing the design and financing opportunities for the project over the last three years. During the last two years, the funding available for affordable housing projects in California has changed and been reduced. This has caused the standard time to obtain full financing for such projects to be extended beyond what was originally anticipated when the DDA was approved. Staff believes that Affirmed has undertaken reasonable efforts to pursue the project and that financing is likely to be secured if additional time is provided. In the alternative, cancelling the DDA for failure to meet the June 30, 2025 financing deadline would provide no benefit to MTS and would require MTS to start over seeking a new development partner. This would further delay any potential transit-oriented development at the Beyer Boulevard Trolley Station. Given Affirmed's track record with MTS, combined with the competitive nature of affordable housing finance and the secured funding commitments for the project, MTS staff is recommending the DDA Closing Date be extended to April 1, 2027.

Development Design Update – Recommended Parking Changes

The Beyer Boulevard Trolley Station is located in the City of San Diego, one Trolley stop north of the U.S. Port of Entry at San Ysidro:



Beyer Boulevard Trolley Station is 1.6 acres with 134 automobile parking spaces and 8 motorcycle parking spaces, 60 of the automobile parking spaces have been under lease to San Ysidro Health Center since approximately 2006. Due to a reconfiguration of the parking lot in 2015, the share of San Ysidro Health Center parking spaces increased to 69. Under current conditions, the site has 65 exclusive use automobile and 8 motorcycle parking spaces for transit patrons.

MTS Directed Redesign

Board Policy 18 (A) states “Joint use and development of MTS property shall always prioritize transit operational needs above all other considerations.” MTS Staff is consistently reviewing and reevaluating long-term transit needs. As these long-term needs evolve, MTS must also revisit joint development plans to ensure they don’t jeopardize transit operational needs.

After approval of the DDA, Affirmed refined its development plan and staff undertook a deeper level of review. During that process, it became apparent that the building footprint could possibly restrict future widening of the track, including the addition of a third track, through the Beyer Boulevard Trolley Station area. This is because the development footprint was using the visible parking lot areas. However, the official 100-foot wide railroad right-of-way through this corridor extends into the parking lot area by approximately 23.5 feet.

In early 2023 MTS staff requested that Affirmed shift the building footprint north out of the historic freight railroad corridor to preserve long-term trolley expansion options. At the same time, Affirmed encountered an unanticipated request from the City of San Diego to not only dedicate four feet of street right of way directly in front of the future building, but to extend the four feet across the entire MTS parcel which included the transit parking area. As a result of the MTS and City requests, Affirmed presented MTS Staff with three options. Two of the three options retained the original 74 MTS transit parking spaces but reduced housing density to 91 or 86 total units of varying bedroom counts. The third option was to keep the initially proposed 100-unit density while reducing the parking by less than 10% from 74 to 68 parking spaces. All three options reduced the residential parking from 61 to 60 spaces.

Staff recommends that the parking reduction be approved.

Residential Parking (Reduction from 61 to 60 spaces). Traditionally, since the City of San Diego has no parking minimums for affordable housing projects in Transit Priority Areas, MTS does not require a minimum number of residential parking spaces as part of its development program. This decision is normally made by the developer based on their anticipated demand from residents. On this basis, the residential parking count is not normally considered a material term of MTS DDAs and is something that developers have discretion to adjust as the design process progresses. Nevertheless, the loss of one residential parking space is not anticipated to impact MTS.

Transit Parking (Reduction from 74 to 68 spaces). Because a portion of the Beyer Boulevard Trolley Station lot has been leased to San Ysidro Health since approximately 2005, the transit parking available for MTS riders is currently 65 spaces. Under the original DDA, MTS was set to gain 9 spaces, for a new total of 74 spaces. With the redesign, MTS will gain three spaces compared to the current transit user capacity, going from 65 spaces to 68 spaces. Staff reviewed the other options, including asking Affirmed to redesign the project to reduce density but preserve the 74 transit spaces. Doing so would have reduced the project density from 100-units to between 86 and 91. Overall, staff believes that the Board's joint development goals would be better met by keeping the density at 100-units and reducing the parking to 68 spaces.

The Amended DDA locks in the material terms of a Ground Lease that would be executed by the CEO once Developer has finalized its financing, grants, and building permits. The material terms include the following (*the only change from the original approval is the reduction in Section 4 of the replacement parking amount from 74 to 68 spaces):

1. Term. The term of the Ground Lease shall be 99 years.
2. Density. The Project shall consist of approximately 100 residential units with an estimated occupancy of 300. Any deviation of less than ten percent (10%) from the estimated unit shall not be considered a material change requiring Board approval.
3. Affordability. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for one (1) staff unit. In compliance with Government Code section 54222.5, at least 25% of the units shall be at affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years.
4. Replacement Parking. Developer shall construct the Transit Parking Facilities substantially in conformance with a Site Plan and Scope of Work approved the MTS CEO, with approximately **68** automobile parking stalls for MTS's exclusive use. Upon completion of construction of the Transit Parking Facilities, the improvements and Transit Parking Site shall be transferred and/or returned to Board for operations, maintenance, and ownership.
5. Rent. Developer shall pay to Board as rent, in arrears, on an annual basis an amount equal to five percent (5%) of Developer's annual Net Cash Flow (as defined below) from the operation of the Project during the prior calendar year.
6. Leasehold Mortgage Terms. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
7. Construction Timeline. Construction of the Project is scheduled to take thirty (30) months after construction commencement to achieve substantial completion, subject to extension for "Force Majeure".

8. AB 1486 Compliance. Prior to close of escrow on the Ground Lease, Board shall record a restrictive covenant on the Site that complies with the Surplus Land Act (specifically as required by Government Code section 54222.5)
9. Prevailing Wage and Skilled Labor Requirements. Developer's Project construction activities shall comply with paragraphs C(7) and C(8) of MTS Board Policy No. 18:

C(7): All projects approved pursuant to the program shall be considered public works for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, regardless of whether an exemption under Section 1720 of the Labor Code applies to the project.

C(8): A joint development agreement between MTS and a private entity shall include a requirement that the developer's construction comply with Public Utilities Code section 120221.5.

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

- 3) Execute an Amended DDA with Beyer Family Housing L.P. for a Beyer Boulevard Trolley Station Transit Oriented Development Project, MTS Doc. No. G2589.1-22 (in substantially the same format as Attachment A); and
- 1) Take all actions necessary to fulfill MTS's obligations under the Amended DDA, including, but not limited to, executing a Ground Lease and related regulatory agreements for each project phase.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Amendment to Disposition and Development Agreement

**Amendment No. 1 to
DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
San Diego Metropolitan Transit System
AND
Beyer Family Housing, L.P.**

THIS AMENDMENT NO. 1 TO THE DISPOSITION AND DEVELOPMENT AGREEMENT ("Amended DDA") is made and entered into this 27th day of June, 2025 ("Effective Date"), by and between the **San Diego METROPOLITAN TRANSIT Development BOARD**, a California public agency, also known as the San Diego Metropolitan Transit System (the "**Board**"), and **BEYER FAMILY HOUSING, L.P.**, a California limited partnership ("**Developer**"), on the other hand, individually referred to herein as the "Party" and collectively referred to herein as the "Parties", with reference to the following:

RECITALS

WHEREAS, the Board and the Developer entered into a Disposition and Development Agreement on March 23, 2022 ("DDA") (MTS Doc. No G2589.0-22) requiring the Developer to close escrow and enter into a Ground Lease with Board no later than June 30, 2025; and

WHEREAS, Developer has been diligently undertaking the required steps to close escrow and enter into a Ground Lease with the Board but, as of the Effective Date, is not in a position to do so; and

WHEREAS, Board requested a change in the building design to optimize long term transit options and Developer has successfully redesigned the building to meet the Board's request; and

WHEREAS, Board and Developer desire to amend the DDA by extending the closing date to April 1, 2027 and, in consideration of the Board's redesign request, reduce Replacement Parking for the Transit Parking Facilities from 74 to 68 parking stalls.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. REVISION OF CLOSING DATE

Section 201(A)(2) is hereby amended to read as follows:

2. The form of "**Ground Lease**" is attached hereto as **Exhibit F**. The Commencement Date of the Ground Lease shall be the date that escrow closes and the Memorandum of Lease for the Ground Lease in the form attached to the Ground Lease ("**Memorandum of Lease**") is recorded ("**Close of Escrow**"). The anticipated date for Close of Escrow is set forth on **Exhibit E** provided that the outside date scheduled for Close of Escrow (the "**Closing Date**") shall be no later than April 1, 2027, as the same may be extended in writing by the Chief Executive Officer of the Board. The material terms of the Ground Lease are listed in **Exhibit G**. Before Close of Escrow, the Chief Executive Officer for the Board and the designated representative for Developer may agree to changes in the final Ground Lease document that do not materially alter the terms listed in **Exhibit G** or otherwise materially increase the obligations of the Board other than as may be required by Developer's lenders.

Section 2. REVISION OF TRANSIT PARKING FACILITIES

Section 103(4) is hereby amended to read as follows:

4. Construction of the Transit Parking Facilities on the Transit Parking Site to accommodate the creation of the TOD Site and construction of the Residential Apartments. “**Transit Parking Facilities**” shall include the construction of approximately 68 parking stalls for Board’s exclusive use, plus the curbs, landscaping, stormwater, sidewalk, lighting, and other improvements consistent with the Transit Parking Facilities site plan shown in **Exhibit B**; Board shall approve any deviation from the parking stall plan shown in **Exhibit B**. The Transit Parking Site will at all times be owned by the Board. Upon completion all improvements comprising the Transit Parking Facilities constructed on the Transit Parking Site will be publicly dedicated by Developer to the Board.

Section 3. UPDATE EXHIBITS

Exhibits A, B, C, D, E and G be removed and replaced with Exhibits A1, B1, D1, E1 and G1 attached hereto and incorporated within.

All other terms of the DDA shall remain the same.

IN WITNESS WHEREOF, Board and Developer have duly executed this Agreement as of the day and year first written above.

“Board”

San Diego Metropolitan Transit Development Board, a
California public agency also known as the Metropolitan
Transit System

By: _____
Chief Executive Officer

“Developer”

Beyer Family Housing, L.P., a California limited partnership

By: AHG Beyer, LLC. a California limited liability company, its Administrative General Partner,

By: Affirmed Housing Group, Inc., a Delaware corporation, its Manager,

By: _____

Name: _____

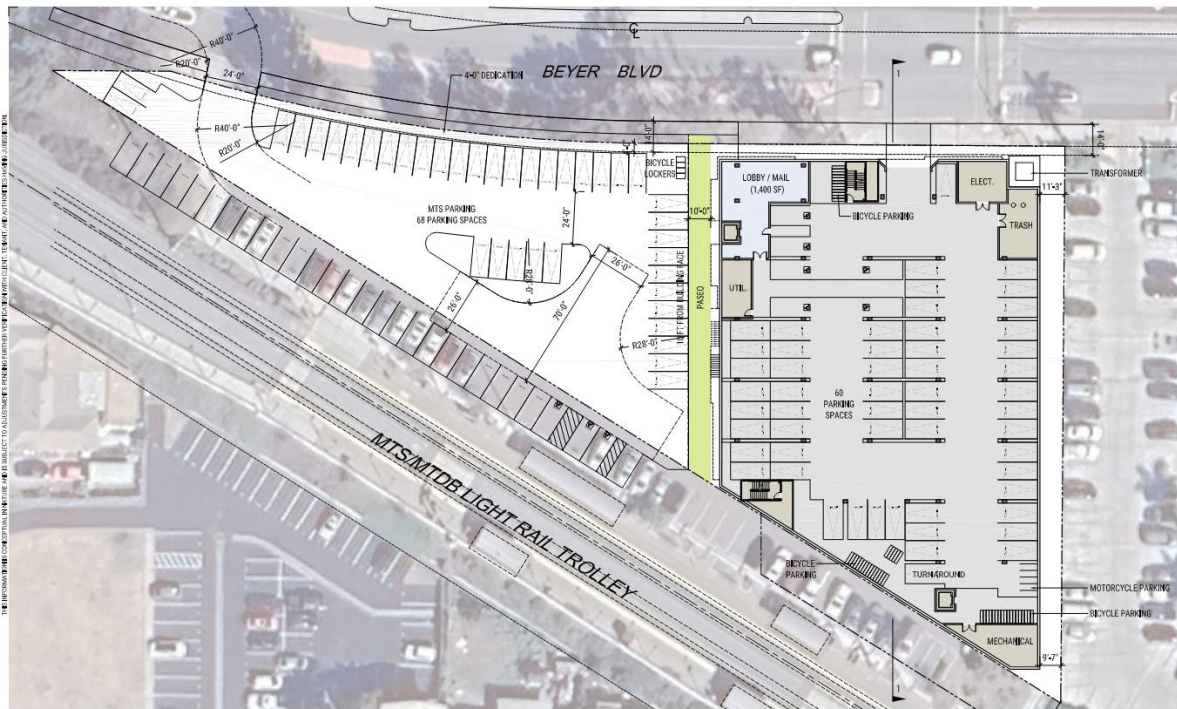
Title: _____

EXHIBIT A 1

Depiction of Beyer Property (Entire Parcel)



EXHIBIT B 1



AC MARTIN | BEYER BLVD. TROLLEY VILLAGE | SAN YSIDRO, CA | 5/23/25 | 1/32" = 1' | LEVEL 01 - SITE PLAN | A-01

EXHIBIT C 1

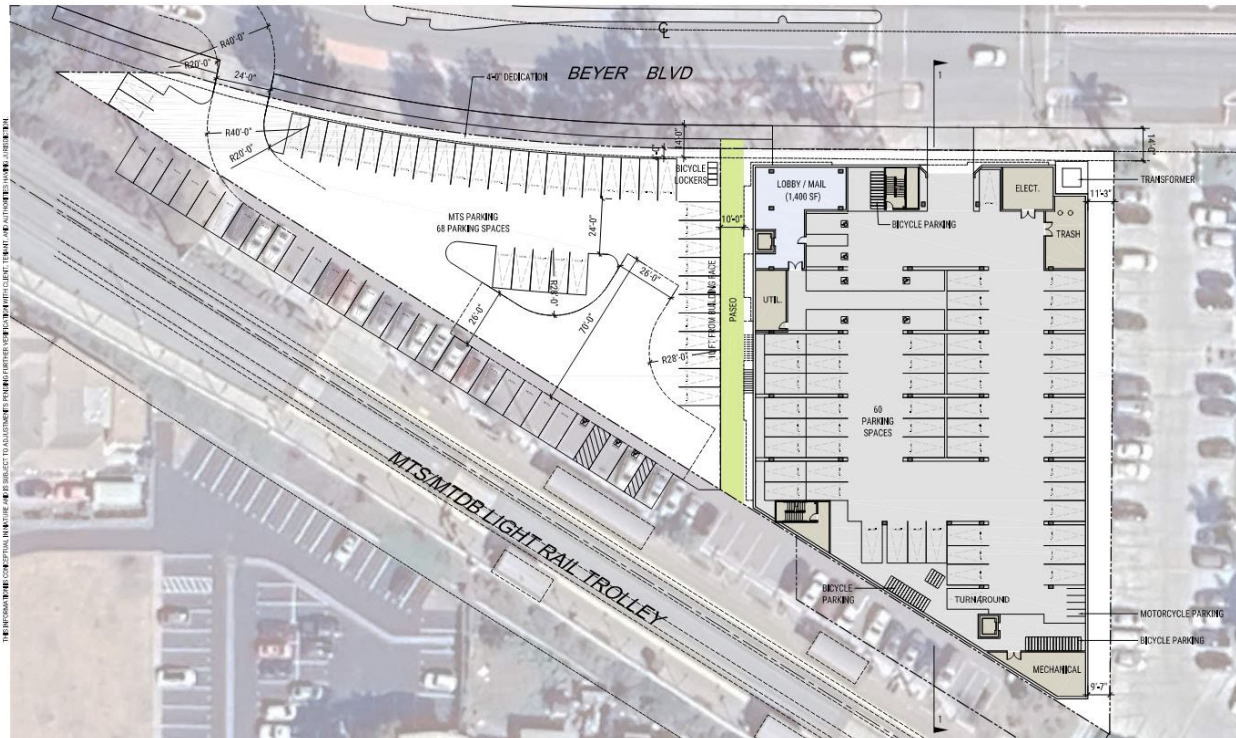
Scope of Development

The Developer shall be responsible for development of the Site as a multi-family mixed-income housing development of approximately one hundred (100) units in a six-story building, including first floor parking exclusively serving the residents. The development will be comprised of approximately one hundred twenty-seven thousand (128,175) square feet of gross residential area including approximately sixty (60) parking spaces, common area open space, and associated landscaping and public improvements. The development will include drought tolerant/resistant landscaping, a children's play area, outdoor gathering space, residents' community room, and property management office space.

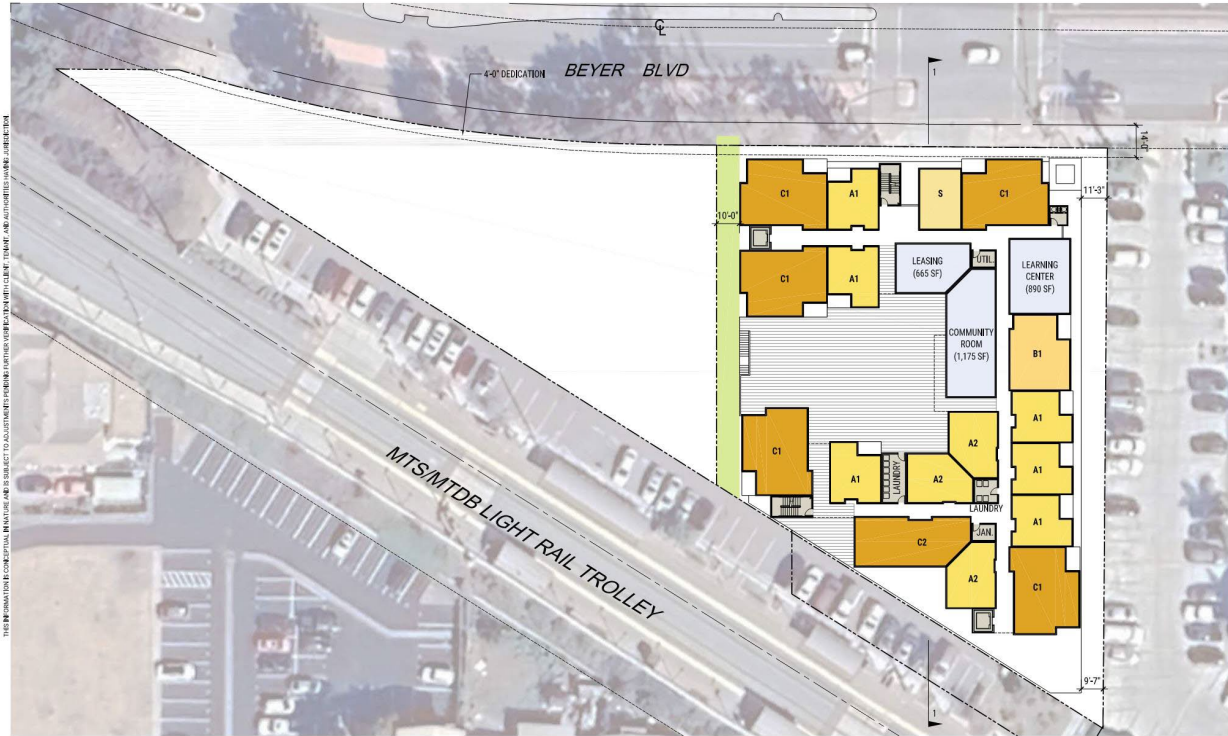
EXHIBIT D 1

List of Designated Plans

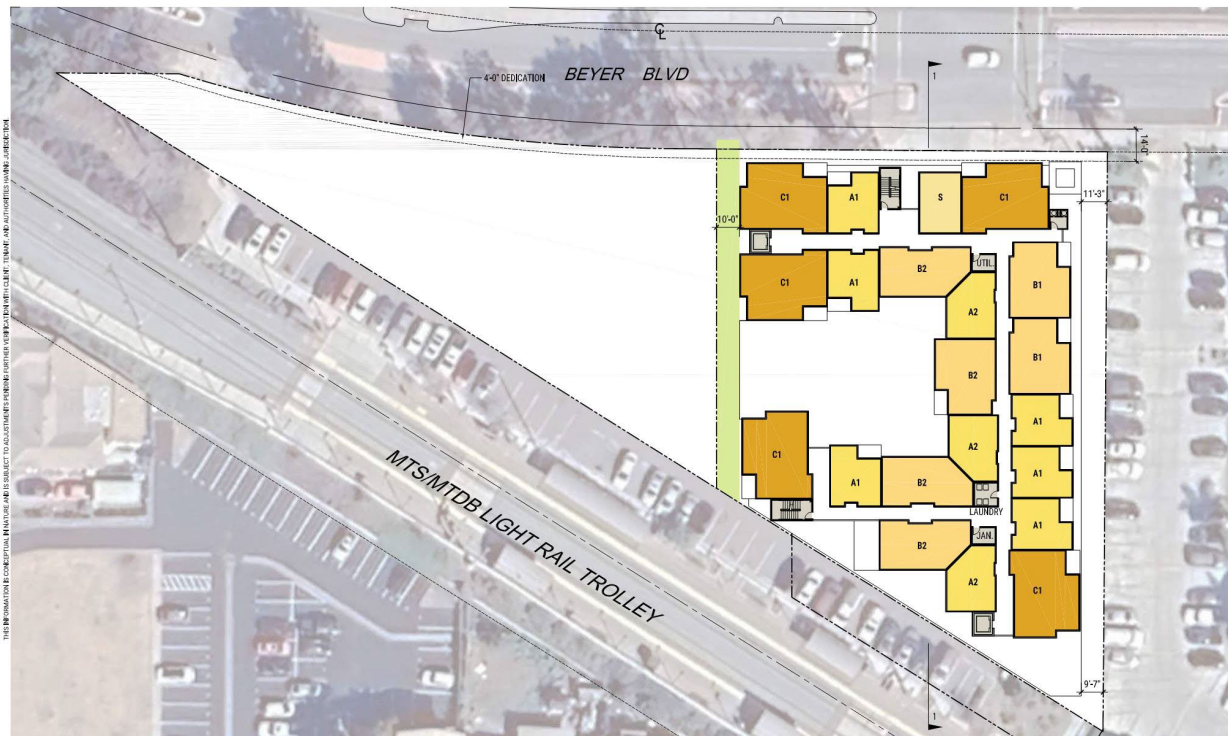
See attached



AC MARTIN | BEYER BLVD. TROLLEY VILLAGE SAN YSIDRO, CA | 5/23/25 | 1/32" = 1' | LEVEL 01 - SITE PLAN | A-01



AC MARTIN | BEYER BLVD. TROLLEY VILLAGE SAN YSIDRO, CA | 5/23/25 | 1/32" = 1' | **LEVEL 02 PLAN** | A-02

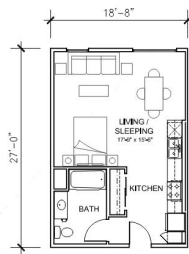


AC MARTIN | BEYER BLVD. TROLLEY VILLAGE SAN YSIDRO, CA | 5/23/25 | 1/32" = 1' | **LEVEL 03-05 PLAN** | A-03



AC MARTIN | BEYER BLVD. TROLLEY VILLAGE SAN YSIDRO, CA | 5/23/25 | 1/30" = 1' | SECTION | A-05

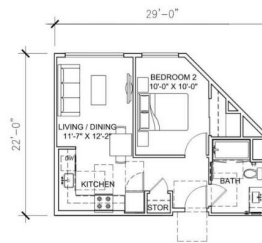
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PRIOR TO FURTHER VERIFICATION WITH CLIENT. TERMS AND CONDITIONS APPLY. JURISDICTION: CA



S (NEW)
STUDIO UNIT
504 SF
QUANTITY: 4



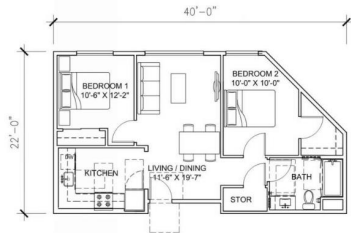
A1
1 BEDROOM, 1 BATH UNIT
542 SF
QUANTITY: 30



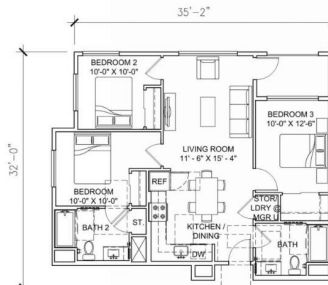
A2
1 BEDROOM, 1 BATH UNIT (INSIDE CORNER)
575 SF
QUANTITY: 15



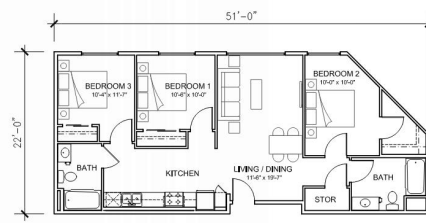
B1
2 BEDROOM, 1 BATH UNIT
817 SF
QUANTITY: 13



B2
2 BEDROOM, 1 BATH UNIT (INSIDE CORNER)
807 SF
QUANTITY: 12



C1
3 BEDROOM, 2 BATH UNIT
1,037 SF
QUANTITY: 25



C2 (NEW)
3 BEDROOM, 2 BATH UNIT (INSIDE CORNER)
1,047 SF
QUANTITY: 1

EXHIBIT E 1

Schedule of Performance

TASK/EVENT	TIME FOR PERFORMANCE
1. Disposition and Development Agreement (DDA). Parties shall execute the DDA	March 2022
2. Project Commitments. Developer shall submit evidence of Project Commitments to the Board.	Not later than ten (10) days prior to the Closing Date.
3. Evidence of Financing. Developer shall submit Evidence of Financing to the Board.	Not later than ten (10) days prior to the Closing Date.
4. Ground Lease. Parties shall execute Ground Lease.	Not later than April 1, 2027
5. Commencement of Construction. The Developer shall commence construction.	Within thirty (30) days following the later of (i) Ground Lease execution and (ii) issuance of grading and building permits by the City of San Diego
6. Completion of Construction. The Developer shall complete construction.	No later than thirty (30) months after Commencement of Construction.

If the Developer fails to satisfy any obligation by the deadline set forth above, the Developer shall not be in default under this Agreement unless the Developer has first been given written notice of such failure and an opportunity to cure pursuant to **Sections 501** and **510**. Any cure by the Developer within the period set forth by **Sections 501** and **510** shall constitute a full and complete cure of the failure, notwithstanding the fact that the deadline established herein was not first met by the Developer.

EXHIBIT G 1**Material Terms of Ground Lease**

1. Term. The term of the Ground Lease shall be 99 years.
2. Density. The Project shall consist of approximately 100 residential units with an estimated occupancy of 300. Any deviation of less than ten percent (10%) from the estimated unit shall not be considered a material change under Section 305(b).
3. Affordability. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for one (1) staff unit. In compliance with Government Code section 54222.5, at least 25% of the units shall be at affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. All units shall be rent restricted according to TCAC or CalHFA program requirements, except for one (1) staff unit.
4. Replacement Parking. Developer shall construct the Transit Parking Facilities substantially in conformance with a Site Plan and Scope of Work approved the MTS Chief Executive Officer, with approximately 68 parking stalls for MTS's exclusive use. Upon completion of construction of the Transit Parking Facilities, the improvements and Transit Parking Site shall be transferred and/or returned to Board for operations, maintenance, and ownership.
5. Rent. Developer shall pay to Board as rent, in arrears, on an annual basis an amount equal to five percent (5%) of Developer's annual Net Cash Flow (as defined below) from the operation of the Project during the prior calendar year (the "**Base Rent**"). Base Rent will be determined and paid, without any prior demand within one hundred twenty days (120) days after the last day of each calendar year and calculated based on the Gross Income received by Developer from operating the Project during the prior calendar year. For purposes of this Lease, "Net Cash Flow" shall mean all (A) cash receipts from the residential and non-residential components of the Project, including rental receipts from the lease of the Residential Apartments, and any other cash received by Developer derived from the Premises, but excluding (i) insurance proceeds or condemnation proceeds; (ii) security deposits or other tenant deposits; (iii) interest earned on project reserves; (iv) proceeds of loans or capital contributions; and (v) releases of funds from any operating or capital replacement reserves less (B) debt services, operating expenses and other expenses as detailed in the Ground Lease. Base Rent shall not commence until recordation of the Certificate of Compliance (the "**Rent Commencement Date**"). No Base Rent will be due by Lessee for any calendar years before the year in which the Rent Commencement Date occurs.
6. The Ground Lease shall include typical rights and protections for any leasehold mortgages.
7. Construction Timeline. Construction of the Project is scheduled to take thirty (30) months after construction commencement to achieve substantial completion, subject to extension for "Force Majeure".
8. AB 1486 Compliance. Prior to close of escrow on the Ground Lease, Board shall record a restrictive covenant on the Site that complies with the Surplus Land Act (specifically as required by Government Code section 54222.5)

9. Prevailing Wage and Skilled Labor Requirements. Developer's Project construction activities shall comply with paragraphs C(7) and C(8) of MTS Board Policy No. 18:

C(7): All projects approved pursuant to the program shall be considered public works for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, regardless of whether an exemption under Section 1720 of the Labor Code applies to the project.

C(8): A joint development agreement between MTS and a private entity shall include a requirement that the developer's construction comply with Public Utilities Code section 120221.5.



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 21

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

June 26, 2025

SUBJECT:

Donation of buses that have reached its useful life to Los Angeles County Metropolitan Transportation Authority (LA METRO)

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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





**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 22

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

June 26, 2025

SUBJECT:

Disbursement of Chula Vista Billboard Reserve Fund – Fund Transfer

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the disbursement of \$2,700,000.00 to the City of Chula Vista for the Chula Vista Bayfront Shuttle Service (Shuttle) pursuant to the “Agreement Between the City of Chula Vista and the Metropolitan Transit Development Board for Continuation of the Chula Vista Billboard Reserve Fund and Expenditure of Revenues within the Fund” (Billboard Reserve Agreement) (MTDB Doc. No. S200-00-102).

Budget Impact

MTS currently has 13 active billboards on MTS and San Diego and Arizona Eastern Railway (SD&AE) property, three of which are in the City of Chula Vista adjacent to Interstate 5. Per the terms of the Billboard Reserve Agreement, all revenue from the three Chula Vista billboards is deposited into an MTS-maintained Chula Vista Billboard Reserve Fund (Fund). The three Chula Vista billboards lease revenue is between approximately \$240,000.00 and \$300,000.00 per year. As of the end of Fiscal Year 2024 there is \$2,825,634 in the Fund. The \$2,700,000.00 disbursement would come from the Fund. This disbursement would be at no cost to MTS.

DISCUSSION:

MTS¹ acquired its original Blue and Orange Line railroad right-of-way from Southern Pacific Railroad in 1979. As part of that transaction, MTS also acquired the leases of existing billboards on the property. To convert the mostly single-track freight railroad into a double track passenger light rail system, some of the billboards were required to be removed or relocated. In the City of Chula Vista (City), the billboard relocation required a Conditional Use Permit (CUP) approved by the City Council. In exchange for the CUP, MTDB set aside funds from the relocated billboards in the City for projects “which benefit mass transit occurring within the City” (Billboard Reserve Agreement, Section 1). In 1999, MTS and the City of Chula Vista formally

¹ MTS is also known as the San Diego Metropolitan Transit Development Board (MTDB). (See Pub. Util. Code section 120050.)



memorialized the arrangement by entering into the Billboard Reserve Agreement. The Billboard Reserve Agreement requires the City to submit a written request to MTS to access billboard reserve Fund monies.

On May 22, 2025, the City formally requested a \$2,700,000.00 disbursement from the Fund. The monies are to support the City's Bayfront Master Plan Public Access Program (PAP). Per the attached letter from the City, the City's PAP proposes to use the billboard funds to support an "environmentally friendly, affordable and accessible shuttle bus service to interconnect the Bayfront with the E Street and H Street Trolley Stations." The Shuttle will run in a loop along E Street, F Street, 3rd Avenue, H Street, and through the Bayfront site while making stops at MTS E and H Street Trolley Stations. The Shuttle's use of the MTS Trolley Stations would be governed by a License between MTS and the City. Operation of the Shuttle on MTS Trolley Stations would be at no cost to MTS. The Shuttle will provide a convenient first and last mile connection between the UCSD Blue Line and the recently opened Gaylord Hotel, Recreational Vehicle Park, Living Coast Discovery Center, and other parks in on the Bayfront.

Therefore, staff recommends that the MTS Board of Directors approve the disbursement of \$2,700,000.00 to the City of Chula Vista for the Shuttle pursuant to the Billboard Reserve Agreement.

/s/Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. MTDB Doc. No. S200-00-102
B. Letter from City of Chula Vista Office of the City Manager, May 22, 2025

**Agreement Between the City of Chula Vista and
the Metropolitan Transit Development Board
for Continuation of the Chula Vista Billboard Reserve Fund
and Expenditure of Revenues within the Fund**

This Agreement ("Agreement") is entered into effective as of 9-21-, 1999, by and between the City of Chula Vista ("City") and Metropolitan Transit Development Board ("MTDB") with reference to the following facts:

Whereas, in March 1984, the City, as part of a litigation settlement between MTDB, SDA&E and two billboard companies, agreed to allow Gannet Outdoor Co. and Metromedia, Inc. to place two billboards in the MTDB right-of-way along Interstate 5; and

Whereas, at the same time, MTDB developed a Chula Vista Billboard Reserve Fund which is funded by the lease revenues from billboard owners; and

Whereas, in December 1990, City issued a CUP for another billboard company allowing the relocation of one billboard into the SDA&E right of way in exchange for the removal of 5 billboards and an annual contribution to the Billboard Reserve Fund; and

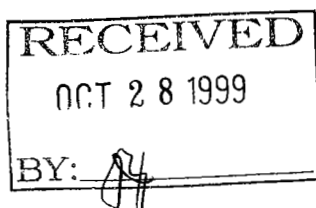
Whereas, City and MTDB have maintained and disbursed funds from the Billboard Reserve Fund for projects which benefit mass transit; and

Whereas, the parties now desire to memorialize their understanding of the terms and conditions under which monies for this fund are generated and disbursed.

NOW, THEREFORE, in consideration of the recitals and the mutual obligation of the parties set forth herein, MTDB and City agree as follows:

1. Chula Vista Billboard Reserve Fund

MTDB shall maintain a reserve fund known as the "Chula Vista Billboard Reserve Fund" ("Fund"). Revenues for this Fund shall be generated from lease payments from private parties for the use of billboards located within the SD&AE right-of-way within the City of Chula Vista. City shall determine all terms and conditions related to the permitting of the billboards. This includes, but is not limited to, the time period the billboards will be permitted for and fees to be charged to the applicant. MTDB shall determine all terms and conditions related to the leasing of the SD&AE right-of-way. These revenues shall be held in trust by MTDB for use by the City on projects which benefit mass transit occurring within the City ("Qualified Projects"). Qualified projects shall include, but are not limited to, landscaping the areas along the right-of-way, graffiti and litter removal in these same areas, pedestrian improvements along the trolley line within city limits, and other projects as may be agreed to by City and MTDB.



2. Expenditure of Billboard Reserve Fund Revenues

In order to access Fund monies, City shall submit a written request to MTDB. The request shall include a description of the Qualified Project, the amount of funds requested, and a schedule for expenditure. Each request shall be subject to approval by a majority vote of MTDB and the Chula Vista City Council.

3. Entire Agreement

This Agreement, together with any other written document referred to or contemplated herein, embodies the entire Agreement and understanding between the parties relating to the subject matter hereof. Neither this Agreement nor any provision hereof may be amended, modified, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

4. Capacity of Parties

Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions or other actions have been taken so as to enable it to enter into this Agreement.

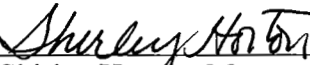
5. Governing Law/Venue


This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

**Agreement Between the City of Chula Vista and
the Metropolitan Transit Development Board
for Continuation of the Chula Vista Billboard Reserve Fund
and Expenditure of Revenues within the Fund**

City of Chula Vista

Metropolitan Transit Development
Board

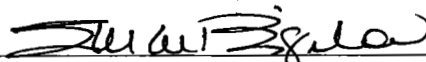
by 
Shirley Horton, Mayor

by 
Thomas F. Larwin
General Manager

Date 10/26/99


Date 10/15/99

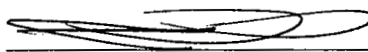
ATTEST:


City Clerk

Approved in form by:

Approved in form by:


City Attorney


Jack Limber
General Counsel/Deputy General
Manager

Date 10/25/99

Date 10/12/99



Office of the City Manager

May 22, 2025

Sharon Cooney
CEO
San Diego Metropolitan Transit System
1255 Imperial Avenue
San Diego, CA 92101

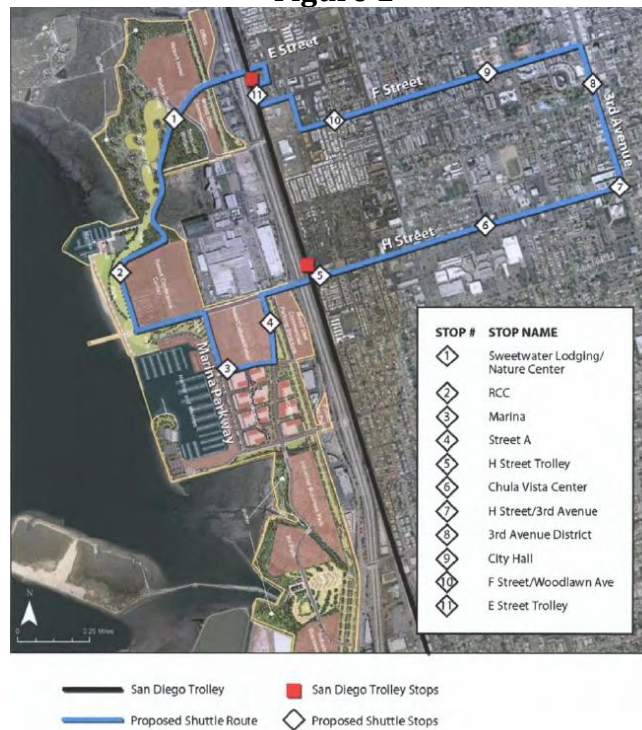
RE: Formal Request of \$2,700,000 Disbursement from the "Chula Vista Billboard Reserve Fund"

Dear Ms. Cooney:

The City of Chula Vista and San Diego Metropolitan Transit System ("MTS") are parties to that certain *Agreement for Continuation of the Chula Vista Billboard Reserve Fund and Expenditures and Revenues within the Fund*, dated September 21, 1999 and recorded as MTDB Doc No. S200-00-102 (the "Agreement"). As authorized by the Agreement, the City of Chula Vista desires to request a \$2,700,000 disbursement from the "Chula Vista Billboard Reserve Fund" held in trust by MTS. These funds will be used to implement the Chula Vista Bayfront Shuttle Program which will increase utilization of public transit to connect users to the shoreline.

Access to the shoreline is a key component of the Public Access Program ("PAP") of the Chula Vista Bayfront Master Plan. The PAP defines and implements an extensive multi-modal pedestrian, bicyclist, mass transit, and automobile-based system to provide a variety of free and low-cost Chula Vista waterfront public recreational opportunities for residents and visitors. Among the improvements, the PAP requires an environmentally friendly, affordable and accessible shuttle bus service to interconnect the Bayfront with the E Street and H Street trolley stations and the adjacent community.

The Chula Vista Bayfront Shuttle would service the Master Plan area with a key focus on connecting general users to and from: downtown areas east of I-5; the Gaylord Resort and Convention Center; residential projects; park areas; and existing trolley stops. The route (Figure 1) will operate as a two-way loop with stops in both directions. Portions of the ultimate route have yet to be constructed, therefore until completion of missing segments, an interim route will be implemented. To initially encourage public use of the shuttle, shuttles would typically run every 15 minutes and will be re-evaluated based on ridership.

Figure 1

On May 6, 2025, via Resolution No. 2025-061 (attached), the City Council of the City of Chula Vista approved an agreement with Rafo Investment Inc. DBA SD Luxury Limos to provide Bayfront Shuttle services and appropriated Billboard Reserve Funds.

Thank you for your consideration of this request and your continued partnership in serving the Chula Vista community. If you have any questions or if you need additional information in order to process this request, please contact Adrianna Relph at (619) 691-5254 or arelph@chulavistaca.gov.

Sincerely,

Tiffany Allen
Assistant City Manager

RESOLUTION NO. 2025-061

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA APPROVING THE CHULA VISTA BAYFRONT SHUTTLE SERVICES AGREEMENT BETWEEN THE CITY AND RAFO INVESTMENT INC. DBA SD LUXURY LIMOS; APPROVING THE REQUEST OF A \$2,700,000 DISBURSEMENT FROM THE CHULA VISTA BILLBOARD RESERVE FUND HELD BY SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) TO FUND SAID SHUTTLE PROGRAM; AND APPROPRIATING \$164,640 TO THE ECONOMIC DEVELOPMENT DEPARTMENT BASED ON REVENUE ASSOCIATED WITH SAID BILLBOARD FUNDS

WHEREAS, the Chula Vista Bayfront Master Plan (CVBMP), approved in August 2012, guides development within the Chula Vista Bayfront; and

WHEREAS, the CVBMP implements a Public Access Program (PAP) that ensures the public's right of access to the shoreline by increasing pedestrian and bikeway connections, increasing public transportation connections, and improving circulation along the coast; and

WHEREAS, to increase shoreline access through public transit, the City requires shuttle services connecting the Chula Vista Bayfront with nearby trolley stations and the adjacent community; and

WHEREAS, in order to procure these services, the City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.080, received three proposals, and selected Rafo Investment Inc. DBA SD Luxury Limos as the most qualified amongst those submitting; and

WHEREAS, the Chula Vista Billboard Reserve Fund was created by the San Diego Metropolitan Transit System (MTS) and is funded by a portion of lease revenues from billboard owners; and

WHEREAS, MTS has maintained this revenue Fund to be disbursed to the City of Chula Vista for use on projects which benefit mass transit occurring within the City; and

WHEREAS, staff is requesting \$2,700,000 from the Fund, to fund the operation of the Chula Vista Bayfront Shuttle program to increase shoreline access through public transit, as stated above.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chula Vista, that it approves the Chula Vista Bayfront Shuttle Services Agreement, between the City and Rafo Investment Inc. DBA SD Luxury Limos, in the form presented, with such minor modifications as may be required or approved by the City Attorney, a copy of which shall be kept on file in the Office of the City Clerk and authorizes and directs the Mayor to execute same.

Resolution No. 2025-061

Page No. 2


BE IT FURTHER RESOLVED by the City Council of the City of Chula Vista, that it approves the request of a \$2,700,000 disbursement from the Chula Vista Billboard Reserve Fund held in trust by MTS to fund operation of the Chula Vista Bayfront Shuttle.

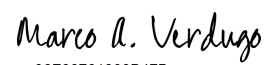
BE IT FURTHER RESOLVED by the City Council of the City of Chula Vista, that it amends the Fiscal Year 2024-25 budget and appropriates \$164,640 to the Supplies and Services category of the Economic Development Department.

[SIGNATURES ON THE FOLLOWING PAGE]

Presented by

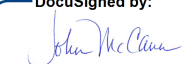
Approved as to form by

DocuSigned by:

AA76F15D450845D...
Tiffany Allen
Assistant City Manager

Signed by:

96F66761308B47B...
Marco A. Verdugo
City Attorney

PASSED, APPROVED, and ADOPTED by the City Council of the City of Chula Vista, California, this 6th day of May 2025 by the following vote:

AYES:	Councilmembers:	Chavez, Fernandez, Inzunza, and Preciado
NAYS:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	McCann

DocuSigned by:

7804EC23B90B473...
John McCann, Mayor

ATTEST:

DocuSigned by:

3074D104EAF342E...
Kerry K. Bigelow, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)
CITY OF CHULA VISTA)

I, Kerry K. Bigelow, City Clerk of Chula Vista, California, do hereby certify that the foregoing Resolution No. 2025-061 was duly passed, approved, and adopted by the City Council at a regular meeting of the Chula Vista City Council held on the 6th day of May 2025.

Executed this 6th day of May 2025.

DocuSigned by:

3074D104EAF342E...
Kerry K. Bigelow, MMC, City Clerk



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 6/12/2025

Agenda Item No. 23

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

June 26, 2025

SUBJECT:

**South Bay Maintenance Facility (SBMF) Zero Emission Bus (ZEB) Backup Power Project–
Contract Award**

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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.

