



# Board of Directors Agenda

Click link to access the meeting:

<https://us02web.zoom.us/j/98288032362>

Zoom Meeting ID

## Ways to Join



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

### Webinar Features:

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



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



### Phone:

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



### Live Verbal Public Comments:

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

### Public Comments Made Via Zoom

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

### Public Comments Made by Phone Only

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



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

---



**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](mailto:ClerkoftheBoard@sdmts.com), phone at (619) 398-9681 or by mail at **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**





# Agenda de la Junta de Directores

Haga clic en el enlace para acceder a la reunión:

<https://us02web.zoom.us/j/98288032362>






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



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



## Teléfono:

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



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

## Comentarios Públicos a Través de Zoom

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

## Comentarios Públicos Realizados Únicamente por Teléfono

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



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



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



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

### Instrucciones para brindar comentarios públicos en persona:

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

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



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



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



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



# Board of Directors Agenda

December 14, 2023 at 9:00 a.m.

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

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

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	<b>Roll Call</b>	
2.	<b>Public Comments</b> This item is limited to five speakers with two minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.	
<b>CONSENT ITEMS</b>		
3.	<b>Approval of Minutes</b> Action would approve the November 9, 2023 Board of Directors meeting minutes.	Approve
4.	<b>San Diego and Arizona Eastern (SD&amp;AE) Railway Company Board of Directors Meeting on October 17, 2023 – Report Update</b> Action would receive the reports to the SD&AE Board of Directors at its meeting on October 17, 2023 for the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line activities for information.	Approve
5.	<b>PRONTO Extend Pilot Program – Pilot Extension</b> Action would approve a six-month extension of the PRONTO Extend Pilot Program, extending the pilot until June 30, 2024.	Approve
6.	<b>Approve the Fiscal Year (FY) 2023-24 State Transit Assistance (STA) Claim and STA Interest Claim</b> Action would adopt Resolution No. 23-12 approving the FY 2023-24 STA claim.	Approve



- 7. Clean California Local Grant Program (Cycle 2) Beyer Blvd Pathway Beautification – Grant Project Funding Determination Project is Exempt from Environmental Review under the California Environmental Quality Act and approval of Project** Approve

Action would approve Resolution No. 23-13 in order to: 1) Authorize the use of FY 2023-24 Clean California grant funding in the amount of, \$1,604,000 for the Beyer Blvd Pathway Beautification Project; and 2) Authorize \$535,000 in local match funding for the Beyer Blvd Pathway Beautification Project and 3) Determine that Project is exempt from environmental review under the California Environmental Quality Act; and 4) Approve the Project.
- 8. Clean California Local Grant Program (District Transit Partnership Program) South Bay Transit Beautification – Grant Project Funding** Approve

Action would approve Resolution No. 23-14 in order to authorize the use of FY 2023-24 Clean California grant funding in the amount of \$1,001,000 for the South Bay Transit Beautification Project.
- 9. SD100 Light Rail Vehicle (LRV) Replacement Project – Funds Transfer** Approve

Action would 1) Approve the transfer of Federal Transit Administration (FTA) Section 5337 funding in the amount of \$2,640,000 from the Downtown Parallel Cable Project to the SD100 LRV Replacement Project; and 2) Approve the transfer of FTA Section 5337 funding in the amount of \$851,766 from the A-Yard Catenary Replacement Project to the SD100 LRV Replacement Project to continue the 47 Siemens SD10 LRV vehicle replacement.
- 10. Amendments to County and MTS Sublease (Mills Building)** Approve

Action would authorize the Chief Executive Officer (CEO) to execute an Amendment to Sublease between MTS and the County of San Diego (County) related to the Mills Building located at 1255 Imperial Avenue in San Diego.
- 11. Addition of Six (6) Full Time Equivalent Positions: Capital Projects, Procurement and Human Resources Departments – Additional Staffing** Approve

Action would authorize the Chief Executive Officer (CEO) to add two (2) Project Managers, two (2) Procurement Specialists and two (2) Talent Acquisition Specialists to the position tables previously approved in the Fiscal Year 2024 budget.
- 12. Addition of One (1) Full Time Equivalent Position: Information Technology (IT) Department – Additional Staffing** Approve

Action would authorize the Chief Executive Officer (CEO) to add one (1) ETL Developer to the position tables for the IT Department previously approved in the Fiscal Year 2024 budget.
- 13. Addition of Four (4) Full Time Equivalent Positions and Conversion of Five (5) Part Time Positions to Full Time Status: San Diego Trolley Inc. (MTS Rail Division) – Additional Staffing** Approve

Action would approve the creation of Four (4) Roadway Worker Supervisor positions and Conversion of Five (5) Part-Time Train Operator positions to Full-

Time in the Rail Division position tables previously approved in the Fiscal Year 2024 budget.

- 14. Wheel Truing Machine – Sole Source Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS PWL369.0-23, with NSH USA Corporation (NSH) for the purchase and installation of a Hegenscheidt U2000-150 Under-Floor Wheel-Truing Machine in the amount of \$2,152,578.00.
- 15. SD8 Power Axles Overhaul - Sole Source Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. L1647.0-23 with Siemens Mobility, Inc. at \$15,477,856.50 (including sales tax), to overhaul two-hundred and sixty-nine (269) power axles on the entire fleet of SD8 vehicles, over the next seven (7) years; and 2) Approve a 20% Contingency of up to \$3,095,571.30 for any out of scope repair needs that are discovered during the overhaul process.
- 16. MTS Collateral Distribution Services – Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. G2840.0-24, with Certified Folder Display Service, Inc. (Certified Folder), for Collateral Distribution Services for a four (4) year base period with two (2) 1-year options for a total cost of \$182,360.16; and 2) Exercise the option years at the CEO’s discretion.
- 17. Non-Revenue Vehicles - Body Shop Repairs – Contract Award** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. G2758.0-23, with Carlos Guzman, Inc. (Guzman), a Disadvantage Business Enterprise (DBE), for the provision of non-revenue vehicles body shop repairs services for five (5) years, for a total of \$623,765.24.
- 18. A-Yard Asphalt Resurfacing and Repairs – Work Order Agreement** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-27 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC), in the amount of \$578,092.38 for the resurfacing and repair of the asphalt at the San Diego Trolley Inc. (SDTI) Facilities Maintenance A-Yard (A-Yard).
- 19. Blue Line Right of Way Retaining Wall – Work Order Amendment** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Change Order (CCO) 2 to Work Order No. MTSJOC348-01.02 under Job Order Contract (JOC) MTS Doc. No. PWG348.0-22 with Veterans Engineering Inc. (Veterans) in the amount of \$865,530.74 for the additional sheet pile depth and thickness required for the installation of 550 linear feet of a new sheet pile retaining wall near Switch 85 along the Blue Line Right of way.

- 20. Closed Circuit Television (CCTV) Maintenance Services – Contract Amendment** Approve  
Action would 1) Ratify Amendment 2 to MTS Doc. No. PWG335.0-21 with Electro Specialty Systems (ESS), a Small Business (SB), in the amount of \$125,000.00; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment 3 to MTS Doc. No. PWG335.0-21 with ESS, in the amount of \$1,526,933.47, for a total of \$1,651,933.47.
- 21. Regional Transit Management System (RTMS) Mt. Soledad Radio Tower – Site Lease Amendment** Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0513.7-09, with the Department of the Navy, in the amount of \$537,793.13, to exercise the final 5-year option of the Mt. Soledad Signal Station radio tower lease.
- 22. Janitorial Services Supplies – Contract Award** Approve  
**Action would** authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2835.0-24 with Interboro Packaging Corporation (Interboro) to furnish janitorial supplies for five (5) years in the amount of \$17,305.15; 2) Execute MTS Doc. No. G2836.0-24 with Pacific Star Corporation (Pacific Star) to furnish janitorial supplies for five (5) years in the amount of \$61,020.06; 3) Execute MTS Doc. No. G2837.0-24 with Supply Solutions to furnish janitorial supplies for five (5) years in the amount of \$570,710.89; 4) Execute MTS Doc. No. G2838.0-24 with Waxie Sanitary Supply (Waxie) to furnish janitorial supplies for five (5) years in the amount of \$1,873,707.02; for a grand total of \$2,718,255.71.
- 23. Disadvantaged Business Enterprise (DBE) Awards and Payments – Semiannual Uniform Report** Informational
- 24. Fixed-Route and Paratransit Bus Services – Transdev Contract Amendments** Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute Amendment No. 5 to MTS Doc, No. B0708.0-20 with Transdev Services, Inc., (Transdev) for fixed-route bus services to authorize \$439,946 to be allocated to additional wages and benefits provided to the East County division bus operators and South Bay division road supervisors and dispatchers represented by ATU 1309; and 2) Execute Amendment No. 11 to MTS Doc. B0703.0-19 with Transdev (as successor-in-interest to First Transit, Inc.) for fixed-route minibus and ADA paratransit bus services, to authorize \$750,000 to be allocated to additional wages and benefits provided to the Copley Park division bus and paratransit operators represented by Teamsters Local 542.
- 25. Approve the Fiscal Year (FY) 2022-23 State Transit Assistance (STA) Claim Amendment** Approve  
Action would adopt Resolution No. 23-13 approving the FY 2022-23 STA claim amendment.



- 26. Open County of San Diego Investment Account** Approve  
Action would adopt Resolution No. 23-16 (Attachment A) and authorize the Chief Executive Officer (CEO) to add an MTS-owned County of San Diego investment account which will support Senate Bill (SB) 125 specific funded projects.
- 27. Project Labor Agreement (PLA) and Monitoring Support Services** Approve  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute the negotiated PLA between MTS and the San Diego County Building and Construction Trades Council (Building Trades); 2) Authorize the CEO to award and execute MTS Doc. G2540.0-22 with TSG Enterprises, Inc. dba The Solis Group (TSG), a Disadvantaged Business Enterprise (DBE), for PLA Monitoring Support Services for a three (3) year-base period with two (2) optional 1-year extensions in the amount of \$1,593,484.02; and 3) At the CEO's discretion, exercise the option years in MTS Doc. No. G2540.0-22.
- 28. 2024 Legislative Program** Approve  
Action would approve the 2024 Legislative Program.

DISCUSSION AND REPORT ITEMS

- 29. Senate Bill (SB) 125 Allocation Package (Denis Desmond)** Approve  
Action would approve the SB 125 Allocation Package.
- 30. Palm Avenue Trolley Station Transit Oriented Development – Palm City Transit Village (Karen Landers & Sean Myott)** Approve  
Action would authorize the Chief Executive Officer to: 1) Amend the approved project scope and material terms of the ground lease for the Disposition and Development Agreement with National Community Renaissance of California, a California nonprofit public benefit corporation (National CORE) for the proposed affordable housing portions of Palm City Village Transit Oriented Development Project (National CORE DDA); and 2) Amend the approved project scope and material terms of the ground lease for the Disposition and Development Agreement with Malick Infill Corp, a California corporation (Malick Infill) for the moderate income housing portions of the Palm City Village Transit Oriented Development Project (Malick Infill DDA) and; 3) Determine that the modified Palm City Village Transit Oriented Development Project is exempt from environmental review under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, sections 15268, 15378, and 15332.

OTHER ITEMS

- 31. Chair, Board Member and Chief Executive Officer's (CEO's) Communications and CEO Report** Informational



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

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

CLOSED SESSION

**33. Closed Session – Conference with Real Property Negotiators Pursuant to California Government Code Section 54956.8** Possible Action

5801 and 5805 Fairmount Ave, San Diego, CA (APNs 461-320-20 and 461-320-21)

Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; Heather Furey, Director of Capital Projects; Sean Myott, Manager of Real Estate Assets;

Negotiating Parties: Four D Properties, Inc.

Under Negotiation: Price and Terms of Payment

**34. Closed Session – Conference with Real Property Negotiators Pursuant to California Government Code Section 54956.8** Possible Action

Northwest Corner Federal Boulevard and 47<sup>th</sup> Street, San Diego, CA (APN 541-611-27)

Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; Heather Furey, Director of Capital Projects; Sean Myott, Manager of Real Estate Assets; Chip Willett, Bender Rosenthal, Inc.; David Skinner, Meyers Nave

Negotiating Parties: Lone Oak – San Diego III, LLC

Under Negotiation: Price and Terms of Payment

**35. Conference with Legal Counsel—Anticipated Litigation** Possible Action

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and (e)(5): (1 Potential Case)

**36. Closed Session – Conference with Legal Counsel – Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1)** Possible Action

Grecia Figueroa v Nathan Fletcher, San Diego Metropolitan Transit System, et al.

San Diego Superior Court Case No. 37-2023-00012828-CU-OE-CTL

ADJOURNMENT

**37. Next Meeting Date**

The next Board of Director’s meeting is scheduled for January 18, 2024 at 9:00am.

**38. Adjournment**

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

November 9, 2023

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

**1. Roll Call**

Chair Whitburn called the Board meeting to order at 9:04 a.m. A roll call sheet listing Board member attendance is attached.

**2. Public Comment**

Louis Pruitt – Provided a verbal statement to the Board during the meeting. Louis asked that the time be displayed on Variable Message Signs (VMS). Louis asked that the agency instate a 901 express bus service and that the agency eliminate the Sunday schedule. Sharon Cooney, MTS Chief Executive Officer, connected Louis Pruitt to Denis Desmond, MTS Director of Planning.

Alex Wong – Representing Ride SD made a verbal statement to the Board during the meeting. Alex supported the agency's proposal to increase trolley frequency to support the University City population.

Truth – Provided a verbal statement to the Board during the meeting. Truth did not believe that security enforcement was effective.

**SPECIAL ITEM**

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

Action would appoint an Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of the Chair Pro-Tem as well as MTS and non-MTS committees for 2024.

**Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth stated that they did not believe Board Members deserved to serve on the Board.

**Board Member Comment**

Chair Whitburn noted that up to seven members can join the committee to comply with Brown Act rules.

**Action on Recommended Consent Items**

Board Member Hall moved to solicit committee volunteers. Board Member Elo-Rivera, Board Member Gastil, Chair Whitburn, Board Member Dillard, Board Member Hall and Board Member Donovan volunteered to participate in the Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of the Chair Pro-Tem as well as MTS and non-MTS committees for 2024. Board Member Dillard seconded the motion, and the vote was 11 to 0 in favor with Board Member McCann, Board Member Vargas, Board Member Bush and Board Member Moreno absent.

CONSENT ITEMS:

- 4. Approval of Minutes**  
Action would approve the October 19, 2023 Board of Directors meeting minutes.
- 5. Adoption of the 2024 San Diego Metropolitan Transit System (MTS) Executive Committee and Board of Directors Meeting Schedule**  
Action would adopt the 2024 Executive Committee and Board of Directors meeting schedule
- 6. Repeal of MTS Board Policy No. 24, “Regional Transit Service Dispute Resolution”**  
Action would repeal MTS Board Policy No. 24, “Regional Transit Service Dispute Resolution” as of January 1, 2024.
- 7. Quarter Ending September 30, 2023 – Investment Report**
- 8. Pay Phone Services – Contract Award**  
Action would authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. L1462.0-23 (in substantially the same format as Attachment A), with Western Automated Solutions, Inc. (“Wescomm”), for the provision of pay phone services for one and a half (1.5) base years with four (4), one (1)-year options for a total of \$1,362,900.00; and (2) Exercise the option years at the CEO’s discretion.
- 9. Bus Operator and Supervisor Uniforms – Contract Award**  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0756.0-23, with Bordova Innovations Inc., for the purchase of bus operator and supervisor uniforms, for five (5) years effective January 1, 2024 through December 31, 2028, in the amount of \$2,612,786.76.
- 10. Railroad Ties – Contract Award**  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. L1651.0-24, with Phoenix Contracting in the amount of \$182,700.90 for railroad ties.
- 11. Heating, Ventilation and Air Conditioning (HVAC) Preventative Inspection and Maintenance Services and As-Needed Repairs – Contract Award**  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWG372.0-23, with Comfort Mechanical, Inc., a Small Business (SB), for HVAC preventative inspection and maintenance services and as-needed repairs for a three (3) year base period, with two (2) 1-year options for a total of \$715,596.93; and 2) Exercise the option years at the CEO’s discretion.
- 12. Davra Network RuBAN Software Support and Development – Sole Source Contract Award**  
Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2795.0-24, with Davra Networks (Davra), in the amount of \$1,288,800.00, for a period of three (3) base years, and two (2) one-year options for the provision of RuBAN software licensing support and development; and 2) Exercise the option years at the CEO’s discretion.

**13. Janitorial Services – Contract Amendment**

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

**14. Landscape Maintenance Services – Contract Amendment**

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

**15. Baltimore Junction and Euclid Avenue Planning Study – Work Order Agreement**

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-32 under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A) with Psomas, in the amount of \$699,915.43 to provide planning services for the Baltimore Junction and Euclid Avenue Grade Separation Study.

**16. Federal Fiscal Year (FFY) 2022 Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities (FTA Section 5310) – Amended and Restated Grant Award**

Action would: (1) Authorize the Chief Executive Officer (CEO) to execute amended and restated grant agreement, MTS Doc. No. G2697.1-23 (in substantially the same format as Attachment A), awarded by the San Diego Association of Governments (SANDAG) in the amount of \$599,999.00 in FFY 2022 FTA Section 5310 funding for paratransit vehicle replacement; and (2) Authorize \$693,076.42 in local matching funds to fully fund the purchase of seven (7) Americans with Disabilities Act (ADA) paratransit vehicles.

**17. Mills Building 1st Floor Security Breakroom and Transit Store Office Rehabilitation – Change Order**

Action would authorize the Chief Executive Officer (CEO) to execute Change Order (CCO) 02 to Work Order MTSJOC324-18.02 under Job Order Contract (JOC) MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABC General Contracting, Inc. (ABC GC), in the amount of \$100,497.50, for replacing the Heating, Ventilation and Air Conditioning (HVAC) serving the new MTS Security Field Office and Transit Store Office at the Mills Building, as well as providing and installing additional access controls and Closed-Circuit Television (CCTV) systems.

## **18. Operations Budget Status Report for September 2023**

### **Public Comment for Consent Items**

Truth – Provided a verbal statement to the Board during the meeting. Truth provided comments on items 5, 6, 8, 9, 13, 15 and expressed: (5) dissatisfaction with the meeting start time, (6) that SANDAG would be consolidated with MTS, (8) dissatisfaction with project funding allocations, (9) dissatisfaction with operator uniform cost, (13) dissatisfaction with cleaning costs, and (15) dissatisfaction with funding allocations to the project assessment rather than safety.

Alex Wong – Representing Ride SD made a verbal statement to the Board during the meeting. Alex provided a comment for item 15 and suggested a flying junction rather than the proposed Y-junction and discouraged additional interlining.

### **Board Member Comment for Consent Item 15**

Board Member Montgomery Steppe acknowledged the planning study as a victory for the Council District and commended MTS for addressing the region. She also acknowledged the removal of trees on the Orange Line and the positive community impacts the projects will bring to the region.

### **Action on Recommended Consent Items 4-18**

Board Member Montgomery Steppe moved to approve Consent Agenda Item Nos. 4 to 18. Board Member Dillard seconded the motion, and the vote was 12 to 0 in favor with Board Member McCann, Board Member Vargas and Board Member Bush absent.

## **DISCUSSION ITEMS AND REPORT ITEMS:**

### **19. SANDAG Report on Airport Transit Connection (Ryan Kohut, SANDAG)**

Ryan Kohut, SANDAG's Strategic Projects Director, presented on the SANDAG Report on Airport Transit Connection. He outlined: the background, ATC concept study, light rail and automated people mover options, enhanced bus service, overall ridership, capital costs, potential funding source, key findings and next steps.

#### **Public Comment**

Alexandra Alderman – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Ancel Thompson – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Angie Wilcox – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Barbara Dewitt – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Bobby Blackmon – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Bonnie Allen – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

C. M. Smith – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Cesar Dabdoub – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Maria Luisa Estrada Gomez – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Ghassan Abdo – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Greg Moraes – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

HJ Weiss – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Jim Haindrake – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Joyce Swett – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Kimberly Feith – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Anonymous – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Maria Carrera – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Monica Thrasher – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Morgan Paxhia – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Neal and Charlene Belitsky – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Paul Motenko – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Robert A. Greenes – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Robert Algeni – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Roger W. Storer – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Sharon Ryan – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Tali barzilai – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Ann Marie Malino – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Elizabeth Fulton – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

William C Hayes & Shirley Liu – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Emily Arcia – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

J.B Menaka & Vonetta Menaka – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Michael J. Leslie – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Rudy Moravick – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Susan Crenshaw – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Tim Krubsack – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Woon-Wah Siu – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Barbara B Lowenthal – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Elaine M. Regan – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

James M. Nathenson – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Mark S. Regan – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Sany Kremer – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.



E Jack Phelps – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Shauna MacKay – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Steve Kohn – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Ronald Wong – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Rebecca Vesterfelt – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Andreina Diez – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

John and Christine Wenzel – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Rick & Lynette Locatelli – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Shian-Shi Yao – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Simitha Singh Rambiritch – Provided a written statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet.

Janet Rogers – Representing the Train Coalition provided a written and verbal statement to the Board during the meeting. The written comment is provided in the November 9, 2023 Final Meeting Packet. Janet provided a presentation to the Board and listed: the coalition's support for the extension of the existing trolley line to the airport, identified problems with Automated People Mover (APM), APM south leg option relative to trolley lines, APM city examples, various trolley extension possibilities, project cost comparison, project alternative. Janet did not support the APM and supported the trolley expansion.

Bill Rogers – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. Bill did not support the APM and supported the trolley expansion.

Ann Marie Maline – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. Ann did not support the APM and supported the trolley expansion as it would be duplicative to existing trolley infrastructure.

Paul Ceci – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. Paul did not support the APM and supported the trolley expansion as it would be duplicative to existing trolley infrastructure. Paul believed that the expansion to the airport would allow MTS to service other neighboring communities. Paul did not support the infrastructure that the people mover would create.

Gary Malino – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. Gary did not support the APM and supported the trolley expansion. Gary did not believe that APM would be able to support the frequency claims.

Pat Ransil – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. Pat did not support the APM and supported the trolley expansion and asked for further trolley study options.

James Hoffmann – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. James did not support the APM and supported the trolley expansion.

Monica Thrasher – Provided a verbal statement to the Board during the meeting. Monica did not support the APM and supported the trolley expansion.

Stephen Kohn – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. They did not support the APM and supported the trolley expansion. Stephen believed the people mover would be an eye sore.

Paul Herstein – A resident of Downtown San Diego made a verbal statement to the Board during the meeting. Paul did not support the APM and supported the trolley integrated expansion. Paul cited city case studies as failures of people movers.

Truth – Provided a verbal statement to the Board during the meeting. Truth did not support the APM.

Alex Wong – Representing Ride SD made a verbal statement to the Board during the meeting. Alex did not support the trolley expansion and noted frequency as a benefit of an APM.

### **Board Member Comments**

Board Member Moreno recalled that the original intent of the airport connection was to connect the central mobility hub. She asked if the connection was no longer part of the project's priorities. Mr. Kohut replied that they were separate projects and that the airport connection decision will inform a Mobility Hub decision later on. Board Member Moreno asked staff to clarify why the South leg was a preferred option over the Trolley. She explained that the Trolley has a lower capital cost and a similar level of ridership to justify federal grants. She asked staff to clarify why the Trolley extension was not the preferred option in EIR studies. Mr. Kohut replied that the South Leg APM offers more frequency, additional operating cost clarification is needed and the agency intends on assessing the Trolley feasibility more in the environmental review process. The concept study allowed the agency to look at a wide selection of options to serve the region, and study results suggested that there is a need too connect the airport to the downtown urban core. This area serves about 9,400 airport employees that live in the southern part of the region. Board Member Moreno added that the airport workforce may live in the south San Diego region or in Mexico. Mr. Kohut added that this system is meant to serve both travelers and airport employees. Board Member Moreno listed the six stations that the people mover would serve and noted that of those six, only two would be different than the current MTS stations. She asked staff if it was duplicative to extend the APM stations that already have Trolley services. Mr. Kohut replied that SANDAG aims to create the most robust connection possible, which means creating as much cohesive connectivity as possible.

Vice Chair Goble stated that the connection is built for travelers. He noted that the people mover accommodated space for luggage. He also noted that from a capital cost stand point, the people mover should integrate with the Trolley system rather than having separate infrastructure. Vice Chair Goble added that currently, the Trolley runs at ground level, which would make boarding and de-boarding with luggage easier, compared to an elevated platform. He stated that Trolley integration would allow communities from various regions to connect to the airport on one

system and paying one fare. He acknowledged tourism traffic from the convention center to a rental car station, and believed that the shorter capital constriction would yield the smaller cost. Integration, customer convenience, cost and visual impact should determine what transportation is used.

Board Member Hall asked staff to list the benefits to the Trolley that extended beyond speed. Mr. Kohut replied that frequency was the biggest driver that favored the APM project. He noted that separate systems allow for constraint freedoms from the existing system and the potential for decline in reliability. While Mr. Kohut noted that the Trolley service frequency would change to 7.5-minute headways, and headway changes would make the grade crossing gate down time in the downtown area change from 15 minutes up to 25 minutes per hour. Adding service to the airport could add 30-35-minute gate down time per hour. Board Member Hall did not support the APM option and suggested Trolley cars could be configured to accommodate luggage. Board Member Hall noted that if the Trolley was selected for this project, additional Trolley stops could become options in neighboring areas to the airport. He did not support the people mover because of the additional infrastructure cost and accessibility issues to use the system.

Board Member Elo-Rivera recommended that SANDAG staff present on features that would directly benefit the MTS transportation system. He noted that accessibility can be defined many ways, and SANDAG's perspective seems to focus on frequency. Mr. Kohut replied that SANDAG aims to serve a fast, reliable and efficient connection to the airport to serve time-dependent air travelers and employees. An APM could serve the existing transit system. Board Member Elo-Rivera acknowledged the importance of airport workers as the primary beneficiaries of an efficient, dignified way to get to and from work.

Board Member Gastil acknowledged the value MTS would receive from regularity and reliability of the connections to serve employees and choice riders. He supported the study showcasing various options for the connection. Board Member Gastil did not believe that there was an issue with this redundant infrastructure, and would rather create reliability.

Chair Whitburn stated that a 2-4-minute vs a 7-minute headway is less important in route to the airport. He acknowledged recurrent public rhetoric themes where they want easy, simple and convenient transit. He noted that this can be achieved by keeping transportation to the airport on one system. He also noted San Diego's natural beauty to protect the visual corridor so that residents can enjoy the City. He asked if visual impacts would be part of the environmental study. Mr. Kohut replied that in the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), environmental processes demand that visual impacts are incorporated into the report. He assured the Board that the APM systems are smaller and quieter, they require less infrastructure and can be threaded through buildings. Chair Whitburn stated that as the Downtown Councilmember, he would prefer that APMs are not threaded through buildings.

### **Action Taken**

Informational item only. No action taken.

### **20. Fiscal Year 2023 Annual Comprehensive Financial Report (ACFR) (Erin Dunn With Ken Pun and Coley Delaney of the Pun Group)**

Erin Dunn, MTS Controller, introduced Ken Pun and Coley Delaney of the Pun Group who presented on the FY 23 ACFR. They presented on: management and auditors' responsibilities,

overview of the financial statements, key pension and Other Postemployment Benefits Plan (OPEB) information and audit results.

**Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth acknowledged fare box recovery percent discrepancies between SANDAG and MTS. Truth advocated for rider safety and previous satisfactory percentages as false.

**Board Member Comment**

Vice Chair Goble asked a series of questions related to the audit process. He directed the following questions to the auditor: during the audit, were you given access to any employee you needed to talk to for the purposes of preparing the audit? Mr. Pun responded yes. He asked: did you ever ask for access to an employee that you felt necessary to complete your audit and were denied access to that employee? Mr. Pun responded no. He asked: were you given full access to any documents including ledgers, financial statements, and financial documents for the purpose of conducting the audit? Mr. Pun responded yes. He asked: did you ever ask for any documents, ledgers, or financial documents from staff or executives that were refused to be provided to you? Mr. Pun responded no. He asked: did you find any financial practices being used by staff or executives to not be consistent with the best practices of accounting? Mr. Pun responded no. He asked: is it your opinion that this audit and MTS's financial record keeping deserves an unmodified opinion? Mr. Pun responded yes. He asked: what is the alternative to an unmodified opinion? Mr. Pun responded that if he was not be able to issue an unmodified opinion there would be either a qualified opinion, adverse opinion, or disclaimer of an opinion. He assured the Board that MTS received an unmodified opinion, which means that the financial reporting is in accordance with general accounting principles. He asked: how many years has your company been conducting financial audits for MTS? Mr. Pun responded approximately 18-19 years. Lastly, he asked: have you ever found an MTS audit that you did not ultimately conclude that it would be an unmodified opinion? Mr. Pun responded no.

Ms. Cooney recognized MTS Finance staff (Erin Dunn, Craig Auker and Jennifer Pentoney) for achieving the 17<sup>th</sup> year in a row achievement of excellent financial reporting from the Government Finance Officers Association.

**Action Taken**

Vice Chair Goble moved to receive the Fiscal Year 2023 ACFR. Chair Whitburn seconded the motion, and the vote was 12 to 0 in favor with Board Member McCann, Board Member Vargas and Board Member Bush absent.

**21. Fiscal Year (FY) 2023 Final Operating Budget Results (Gordon Meyer)**

Gordon Meyer, MTS Manager of Financial Planning and Analysis, presented on FY 2023 Final Operating Budget Results. He outlined the following information: total operating revenues, expenses, activities, subsidy revenue category descriptions, total non-operating revenues and expenses, total revenues less expenses, contingency reserve balance and staff recommendation.

**Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth expressed dissatisfaction with MTS.

### **Board Member Comment**

Board Member Gastil asked why the agency targets a 12.5% reserve and why that is the most effective goal for MTS. Larry Marinesi, MTS Chief Financial Officer discussed extensive conversations with the Board in previous years, and noted the figure was changed from an originally proposed 10% to 12.5%.

### **Action Taken**

Vice Chair Goble moved to receive the MTS operations budget status report for FY 2023 and approve staff recommendations for programming excess revenues less expenses. Board Member Hall seconded the motion, and the vote was 12 to 0 in favor with Board Member McCann, Board Member Vargas and Board Member Bush absent.

## **22. MTS Support Services Overview (Amanda Denham)**

Amanda Denham, MTS Director of Support Services, presented on MTS Support Services Overview. She outlined the following items: overview of support services, customer service, information & trip planning, PRONTO support center, MTS transit store, passenger support team, ride check program, data driven and collaboration, and the dedicated team.

### **Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth expressed skepticism to MTS cleanliness and security practices. Truth expressed dissatisfaction with MTS.

### **Board Member Comments**

Vice Chair Goble noted the cleaning schedule and practices as a benefit to the public.

Board Member Aguirre asked about the Ride Check Program. She asked if the program captured general suggestions and if the Board could have access to that data annually. Ms. Denham replied that data from the program is in a set form that is processed through the customer service team, independent from customer feedback. She clarified that ride checkers are to evaluate the system from a customer perspective with no leading context as to what to audit. These evaluations are looked at in conjunction with Customer Feedback reporting. She assured the Board that the data could be shared. Board Member Aguirre encouraged the report being shared with the Board.

Board Member Chavez commended the Customer Service team for their 17 second call wait time. She asked if the department collected public security data. Ms. Denham replied that the department has the capacity to sort the data by various modes. Board Member Chavez noted that they would like to have access to the data.

### **Action Taken**

No action taken. Informational item only.

## **23. Fiscal Year (FY) 2023 Annual Performance Monitoring and Operating Reports (Denis Desmond, Neomi Woods, Mike Wygant, and Brian Riley)**

Denis Desmond, MTS Director of Planning, presented on FY 2023 annual performance monitoring report. He presented on: Policy 42 evaluation criteria, total passengers, weekday average, monthly passengers, passengers per revenue hour, on-time performance, farebox

recovery and youth opportunity pass. Mike Wygant Chief Operating Officer of Bus outlined transit services safety, safety highlights, transit services, capital projects, Zero Emission Bus (ZEB), Rapid 227, fleet highlights, MTS access services, support services, and ZEB con. Brian Riley, Chief Operating Officer of Rail, presented on capital improvement projects, 5000-series vehicle commissioning, rail vehicle second-life program and rail safety and operations.

**Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth expressed dissatisfaction with the MTS Board and services.

**Board Member Comment**

Board Member Aguirre asked that MTS and City staff reassess Route 227 through Imperial Beach. She noted three stalled buses that were towed out of the City limits.

**Action Taken**

No action taken. Informational item only.

OTHER ITEMS:

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

**Board Member Comment**

Board Member Gastil reminded the Board that the annual Facilitating Access to Coordinated Transportation (FACT) meeting would take place December 5, 2023. He acknowledged Ms. Cooney, Board Member Elo-Rivera and Councilmember Jack Shu as guest speakers at the event.

**Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth expressed dissatisfaction with MTS contracts and public comment time allotment.

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

There was no Chief Executive Officer’s Report.

**27. Next Meeting Date**

The next regularly scheduled Board meeting is December 14, 2023 at 9:00 a.m.

CLOSED SESSION (TAKEN OUT OF ORDER):

The Board convened to Closed Session at 12:00 p.m.

**26. Closed Session – Conference with Real Property Negotiators Pursuant to California Government Code Section 54956.8**

1313 and 1344 National Avenue, San Diego, CA (APN 535-612-01 and 535-613-04)  
Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; Heather Furey, Director of Capital Projects; Sean Myott, Manager of Real Estate Assets; Nicole White Forrest, San Diego Housing Fund; Susan Guinn, San Diego Foundation

Negotiating Parties: TBD  
Under Negotiation: Price and Terms of Payment

**Public Comment**

Truth – Provided a verbal statement to the Board during the meeting. Truth asked for additional details listed for closed session items.

**Closed Session Reconvening**

The Board reconvened to Open Session at 12:22 p.m.

Karen Landers, General Counsel, reported the following oral report of final actions taken in Closed Session: The Board received a report and gave instructions to negotiators.

ADJOURNMENT

**27. Adjournment**

The meeting was adjourned at 12:23 p.m.

---

Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

---

Clerk of the Board  
San Diego Metropolitan Transit System

---

General Counsel  
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet



SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE): November 9, 2023 CALL TO ORDER (TIME): 9:04 am  
 RECESS: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 CLOSED SESSION: 12:00 pm RECONVENE: 12:22 pm  
 PUBLIC HEARING: \_\_\_\_\_ RECONVENE: \_\_\_\_\_  
 ORDINANCES ADOPTED: \_\_\_\_\_ ADJOURN: 12:23 pm

JURISDICTION	BOARD MEMBER		ALTERNATE		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
City of Chula Vista	Chavez	<input checked="" type="checkbox"/>	Cardenas	<input type="checkbox"/>	9:11 am	12:23 pm
City of Chula Vista	McCann	<input type="checkbox"/>	Cardenas	<input type="checkbox"/>	ABSENT	ABSENT
City of Coronado	Donovan	<input checked="" type="checkbox"/>	Duncan	<input type="checkbox"/>	9:04 am	12:23 pm
County of San Diego	Vacant	<input type="checkbox"/>	Vargas	<input type="checkbox"/>	ABSENT	ABSENT
City of El Cajon	Goble (Vice-Chair)	<input checked="" type="checkbox"/>	Ortiz	<input type="checkbox"/>	9:04 am	12:23 pm
City of Imperial Beach	Leyba-Gonzalez	<input type="checkbox"/>	Aguirre	<input checked="" type="checkbox"/>	9:04 am	12:23 pm
City of La Mesa	Dillard	<input checked="" type="checkbox"/>	Arapostathis	<input type="checkbox"/>	9:04 am	12:23 pm
City of Lemon Grove	Gastil	<input checked="" type="checkbox"/>	Mendoza	<input type="checkbox"/>	9:04 am	12:23 pm
City of National City	Bush	<input type="checkbox"/>	Rodriguez	<input type="checkbox"/>	ABSENT	ABSENT
City of Poway	Frank	<input checked="" type="checkbox"/>	Pepin	<input type="checkbox"/>	9:04 am	12:23 pm
City of San Diego	Montgomery Steppe	<input checked="" type="checkbox"/>	Von Wilpert	<input type="checkbox"/>	9:04 am	12:23 pm
City of San Diego	Elo-Rivera	<input checked="" type="checkbox"/>	LaCava	<input type="checkbox"/>	9:04 am	12:23 pm
City of San Diego	Gloria	<input type="checkbox"/>	Moreno	<input checked="" type="checkbox"/>	9:14 am	12:23 pm
City of San Diego	Whitburn (Chair)	<input checked="" type="checkbox"/>	Campillo	<input type="checkbox"/>	9:04 am	12:23 pm
City of Santee	Hall	<input checked="" type="checkbox"/>	Koval Minto	<input type="checkbox"/> <input type="checkbox"/>	9:04 am	12:00pm

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  
BOARD OF DIRECTORS**

December 14, 2023

**SUBJECT:**

San Diego and Arizona Eastern (SD&AE) Railway Company Board of Directors Meeting on October 17, 2023 – Report Update

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors receive the reports to the SD&AE Board of Directors at its meeting on October 17, 2023 for the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line (Attachment A) activities for information.

Budget Impact

None.

**DISCUSSION:**

Pursuant to the Agreement for Operation of Freight Rail Services, SD&IV and PSRM provided operations quarterly reports to the SD&AE Board of Directors at its meeting on October 17, 2023 (Attachment A). At that meeting, there were no actions taken for ratification by the MTS Board of Directors. This is an informational item.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Final Meeting Materials for the 10/17/2023 SD&AE Board of Directors Meeting

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

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





SAN DIEGO & ARIZONA  
EASTERN RAILWAY  
COMPANY

A Nevada Nonprofit  
Corporation

1255 Imperial Avenue  
Suite 1000  
San Diego, CA  
92101-7490  
619.231.1466

BOARD OF DIRECTORS  
Brian Riley, Chairperson  
Matt Domen  
David Franklin, Jr.

OFFICERS  
Sharon Cooney, President  
Matt Domen, Secretary  
Erin Dunn, Treasurer

LEGAL COUNSEL  
Karen Landers

# AGENDA

San Diego and Arizona Eastern (SD&AE)  
Railway Company  
Board of Directors Meeting

OCT13 '23 11:58AM

October 17, 2023  
10:00 a.m.

**In-Person Participation:** James R. Mills Building, 1255 Imperial Avenue  
10<sup>th</sup> Floor Executive Committee Room, San Diego, CA 92101  
**Teleconference Participation:** US: +1 669 900 9128; Webinar ID 889 8651 0075  
<https://us02web.zoom.us/j/88986510075>

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board prior to the meeting and are to be returned at the end of the meeting. Meeting Zoom/teleconference instructions can be accessed at the following link: <https://www.sdmts.com/about-mts-meetings-and-agendas/sdae>

## ACTION RECOMMENDED

- |  |               |
|--|---------------|
| 1. <u>Approval of the Minutes of October 27, 2022</u><br>Action would approve the SD&AE Railway Company Minutes of October 27, 2022. | Approve       |
| 2. <u>Statement of Railway Finances (Erin Dunn)</u>  | Informational |
| 3. <u>Report on San Diego and Imperial Valley (SD&amp;IV) Railroad Operations (Matt Domen)</u>                                       | Informational |
| 4. <u>Report on Pacific Southwest Railway Museum (Stephen Hager)</u>   | Informational |
| 5. <u>Report on the Desert Line (Karen Landers)</u>  | Informational |
| 6. <u>Real Property Matters (Sean Myott)</u><br>Summary of SD&AE Documents Issued Since October 27, 2022.                            | Informational |
| 7. <u>Board Member Communications</u>  |               |
| 8. <u>Public Comments</u>  |               |
| 9. <u>Next Meeting Date:</u> Tuesday, October 8, 2024, at 9:00 a.m.  |               |
| 10. <u>Adjournment</u>   |               |



SAN DIEGO & ARIZONA  
EASTERN RAILWAY  
COMPANY

A Nevada Nonprofit  
Corporation

1255 Imperial Avenue  
Suite 1000  
San Diego, CA  
92101-7490  
619.231.1466

BOARD OF DIRECTORS  
Brian Riley, Chairperson  
Matt Domen  
David Franklin, Jr.

OFFICERS  
Sharon Cooney, President  
Matt Domen, Secretary  
Erin Dunn, Treasurer

LEGAL COUNSEL  
Karen Landers

# AGENDA

San Diego and Arizona Eastern (SD&AE)  
Railway Company  
Board of Directors Meeting

October 17, 2023  
10:00 a.m.

**In-Person Participation:** James R. Mills Building, 1255 Imperial Avenue  
10<sup>th</sup> Floor Executive Committee Room, San Diego, CA 92101

**Teleconference Participation:** US: +1 669 900 9128; Webinar ID 889 8651 0075  
<https://us02web.zoom.us/j/88986510075>

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board prior to the meeting and are to be returned at the end of the meeting. Meeting Zoom/teleconference instructions can be accessed at the following link: <https://www.sdmts.com/about-mts-meetings-and-agendas/sdae>

## ACTION RECOMMENDED

- |   |               |
|---|---------------|
| 1. <a href="#">Approval of the Minutes of October 27, 2022</a><br>Action would approve the SD&AE Railway Company Minutes of October 27, 2022. | Approve       |
| 2. <a href="#">Statement of Railway Finances (Erin Dunn)</a>  | Informational |
| 3. <a href="#">Report on San Diego and Imperial Valley (SD&amp;IV) Railroad Operations (Matt Domen)</a>                                       | Informational |
| 4. <a href="#">Report on Pacific Southwest Railway Museum (Stephen Hager)</a>   | Informational |
| 5. <a href="#">Report on the Desert Line (Karen Landers)</a>  | Informational |
| 6. <a href="#">Real Property Matters (Sean Myott)</a><br>Summary of SD&AE Documents Issued Since October 27, 2022.                            | Informational |
| 7. <a href="#">Board Member Communications</a>  |               |
| 8. <a href="#">Public Comments</a>  |               |
| 9. <a href="#">Next Meeting Date:</a> Tuesday, October 8, 2024, at 9:00 a.m.  |               |
| 10. <a href="#">Adjournment</a>   |               |

# MINUTES

## BOARD OF DIRECTORS MEETING OF THE SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY

October 27, 2022

A meeting of the Board of Directors of the San Diego & Arizona Eastern (SD&AE) Railway Company, a Nevada corporation, was held at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, on October 27, 2022, at 9:00 a.m.

The following persons, constituting the Board of Directors, were present: Wayne Terry and Matt Domen. David Franklin, Jr. was absent. Others in attendance were members from:

San Diego Metropolitan Transit System: Sharon Cooney, Erin Dunn, Karen Landers, Brian Riley,  
Sean Myott  
Pacific Southwest Railway Museum: Stephen Hager

1. Approval of Minutes

Mr. Domen moved to approve the Minutes of the October 5, 2021, SD&AE Railway Board of Directors meeting. Mr. Terry seconded the motion, and it was unanimously approved.

2. Statement of Railway Finances

Ms. Dunn reviewed Statement of Railway Finances for the year ending June 30, 2022 (attached to the agenda item).

Action Taken

Informational item only. No action taken.

3. Report on San Diego & Imperial Valley Railroad (SD&IV) Operations

Mr. Domen reviewed the SD&IV Periodic Report for activities for the third quarter of 2022 (attached to the agenda item).

Mr. Domen confirmed for Mr. Terry that SD&IV has 2 shippers--AJM Packaging and Toro Irrigation--working 1 day a week on Sunday nights in El Cajon.

Action Taken

Informational item only. No action taken.

4. Report on Pacific Southwest Railway Museum Operations

Mr. Hager reviewed the Pacific Southwest Railway Museum (PSRM) report for the quarters 1, 2, and 3 of 2022 (attached to the agenda item).

Mr. Hager stated that he took over as President of PSRM in February. PSRM has a new Director of Operations—Martin Caestecker—who took over for Michael Edwards. Mr. Hager and Mr. Caestecker will be the points of contact for SD&AE.

Mr. Hager reported that PSRM has continued its twice-annual weed spraying on the Desert Line. PSRM took delivery of a locomotive by truck in August, which was a significant expense. He stated that PSRM is in support of getting the Desert Line running—even in Mexico—so that PSRM can make some of the trips.

Mr. Hager noted in the report a request to repair the two Highway 94 crossings in Campo. They are about 25 years old, the batteries are at the end of their useful lives, the gates are old and fragile, and the lights are obsolete. The report attached to the agenda item outlines all of the proposed upgrades to bring them up to modern standards. The current estimate is approximately \$24,000. Mr. Hager added that PSRM is hoping to use California Public Utilities Commission (CPUC) funding or any other funding available—possibly from SD&AE—to make those upgrades.

Mr. Terry asked if PSRM has been pursuing funds for upgrades from the regulatory side. Mr. Hager responded that PSRM has requested Caltrans funding with no success. Mr. Terry suggested contacting the CPUC. Mr. Hager responded that it is PSRM's understanding that the CPUC provides an annual appropriation. He asked if those funds go to SD&AE or if PSRM would need to pursue the funds. Ms. Landers responded that staff has not been asked that question before and she does not know the answer. Mr. Hager will research it and get back to everyone with the findings. Mr. Terry will follow up with MTS Finance and also send an inquiry to the PUC regarding potential funding.

Mr. Hager clarified that the crossings are functional but the crossing equipment is in poor shape—especially the batteries.

Mr. Hager reported that PSRM has been looking into getting the Cattle Creek Trestle in Campo Valley back into service after 15 years of no service due to its advanced age and structural issues. PSRM would like to replace it with a culvert that would be more economical in the long run. Mr. Hager said that PSRM is trying to determine if there are any easements under the bridge for horses and cattle or whether smaller culverts can be added so that people can't cross. Mr. Myott responded that he will investigate.

Ms. Landers stated that during a recent hi-rail trip with Fred Byle and his team to check the condition of the line, Mr. Byle felt that it was worth exploring what it would take to get the bridge back into service. Ms. Landers said that PSRM could potentially do the inspections and maintenance. Mr. Hager added that the bridge is about 50 feet long, and that would give PSRM about 8 more miles of operations under the current lease.

#### Action Taken

Informational item only. No action taken.

#### 5. Report on the Desert Line

Ms. Landers gave an update on the Desert Line. Ms. Landers reiterated that the lease with Baja Rail was terminated about a year ago. In looking at next steps, past experience with the Desert Line Baja Rail process shows that this project is not going to be viable solely in private hands. Therefore, it will require some level of public investment and will need public agencies to step in and do an analysis of what it would take to make the line viable. Ms. Landers



reported that MTS reached out to SANDAG and Caltrans, and Caltrans is very interested in the project. Caltrans received a grant for a little over \$400k for this fiscal year to do a feasibility study. Ms. Landers will follow up with Caltrans to check on the status. The plan is to have Caltrans do a market feasibility study and come up with a project plan and seek grants that might be available; until Caltrans completes its studies, Desert Line activities are on hold.

- Public Speaker – Mitch Beauchamp

Mr. Beauchamp stated that he has been trying to get the Desert Line back open but that has been stalled by the prior investor. There is a washout at the bottom of Mountain Spring grade that has not been maintained over the past years causing it to back up, and there is nothing to support the existing rail.

Mr. Beauchamp stated that Mexico has to be involved in order for the Desert Line to operate or it will not work. He feels that Caltrans will be wasting money for another study, and he does not think this is the way to go. Mr. Beauchamp feels that what has been going on in the past is horrible, and everyone is responsible. He also hopes that ANK is not used to look at the value of the rail as scrap and instead the rails are kept on the railroad. Ms. Landers clarified that there is no action by MTS to scrap the rails.

Mr. Beauchamp commented that he is working with a group that is very interested in the Desert Line project, and working with Mexico binationally is the only way to get it done. Mr. Beauchamp complimented Fred Byle who has been a dependable strength for the whole system.

#### Action Taken

Informational item only. No action taken.

#### 6. Real Property Matters

##### Summary of SD&AE Documents Issued Since October 5, 2021

Sean Myott stated that since the October 5, 2021, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-20-713.1: Right of Entry Permit Amendment (Time Extension) to Ortiz Corporation to access SD&AE property to replace and install a sixteen-inch water main at approximate MP EL 2.7 (30th & Commercial) via jack and bore method.
- S200-21-756.1: Right of Entry Permit Amendment (Time Extension) to Group Delta Consultants to perform soil sampling and geotechnical boring at five (5) locations as part of National City's Bayshore Bikeway Segment 5 project.
- S200-22-270: Right of Entry Permit to AM Ortega Construction, Inc. to perform potholing and installation of new electrical conduit for SDG&E at Cesar Chavez Parkway and 25th Street.
- S200-22-767: Right of Entry Permit to Badger Daylighting Corporation to perform potholing at milepost SL 7.4 to locate utilities in advance of an SDG&E jack and bore operation to install underground electrical utilities.



- S200-20-726.2: Right of Entry Permit Amendment (Time Extension) to Orion Construction to install a 12" water main and perform street improvements on behalf of the City of San Diego AC Water & Sewer Group 1024 project located at 61st Street to 65th Street and 65th Street/Imperial Avenue to Herrick Street (approximate milepost EL 7.20).
- S200-20-729.2: Right of Entry Permit Right of Entry Permit Amendment (Time Extension) to Hal Hays Construction to install an eighteen inch (18") welded cement lined steel pipe inside the existing thirty inch (30") at Elm Ave.
- S200-22-776: Right of Entry Permit to T.Y. Lin International to perform land survey data collection and soil sampling for the design of SANDAG's Palomar Street Grade Separation Project (SANDAG CIP No. 1210091).
- S200-21-766: Right of Entry Permit to HMS Construction, Inc. to install conduit at various locations (I-5 Civic Center Dr Bridge, I-5 Palm City Bridge, Beyer Blvd and 905) for the California Department of Transportation.
- S200-22-774: Right of Entry Permit to MJ Ratzlaff, Inc. to complete public improvements for the City of San Diego at 2995 Commercial Street including replacement of sidewalk, curb, and gutter, a new D-25 curb outlet, landscape, and water utility installations.
- S200-22-779: Right of Entry Permit to Life Sports Foundation allowing participants of the 2022 Campagnolo Gran Fondo San Diego bike event to cross over railroad tracks at 8th Street, Palomar Street and Gunpowder Point Drive in Chula Vista, CA on Sunday, April 3, 2022.
- S200-22-771: Right of Entry Permit to Ortiz Corporation to install 12-inch steel water pipe inside a 36-inch steel casing pipe beneath the tracks by jack and bore method, installation of an additional 12-in steel pipe and PVC pipe by cut and cover trenching, and the abandonment of existing 8-inch water pipe beneath tracks at the 69th St crossing.
- S200-22-270.1: Right of Entry Permit Amendment (Time Extension) to AM Ortega Construction, Inc. to perform potholing and installation of new electrical conduit for SDG&E at Cesar Chavez Parkway and 25th Street.
- S200-22-781: Right of Entry Permit Navy Region Southwest Morale, Welfare and Recreation Department to Allowing event participants of the Navy's 35th Annual Bay Bridge Run/Walk to cross over tracks on Sunday, May 15, 2022 at the Cesar Chavez Parkway railroad crossing and Harbor Drive.
- S200-22-782: Right of Entry Permit to Sweatpants Media for video shoot at Pacific Southwest Railway Museum - 750 Depot Street, Campo, CA 91906 from May 11, 2022 – May 13, 2022.
- S200-22-784: Right of Entry Permit to the City of La Mesa allowing participants of the City of La Mesa Flag Day Parade to cross over tracks on June 4, 2022 at La Mesa Boulevard railroad crossing.
- S200-22-778: Right of Entry Permit to Caster Properties to construct a three-story self-storage facility adjacent to the right of way at 825 Hollister Street, San Diego, CA.

- S200-22-780: Right of Entry Permit to the Pacific Southern Railway Museum Association to unload a locomotive from a delivery truck onto the railroad track at the Pacific Southern Railway Museum Association located at 750 Depot Street, Campo, CA.
- S200-20-729.3: Right of Entry Permit Right of Entry Permit Amendment (Time Extension) to Hal Hays Construction to install an eighteen inch (18") welded cement lined steel pipe inside the existing thirty inch (30") at Elm Ave.
- S200-22-783: Right of Entry Permit to RDS Contracting, Inc. perform grading, and removal and installation of a perimeter fence as part of the construction of a self-storage facility at 620 & 640 Marshall Avenue, El Cajon, CA.
- S200-22-775: Right of Entry Permit to Albus-Keefe & Associates MTS's Palm Avenue Station parking lot and right of way (2340 Palm Ave, Chula Vista, CA) for exploratory drilling and soil sampling.
- S200-22-787: Right of Entry Permit to Quality Infrastructure Corporation to conduct field surveys to locate utilities, curb lines, rails, traffic equipment, and miscellaneous features for proposed improvements near the 28th Street railroad at-grade crossing in conjunction with SANDAG's Bayshore Bikeway Barrio Logan project.
- S200-21-758.1: Right of Entry Permit to Southwest Pipeline & Trenchless Corporation to rehabilitate existing sewer mains via manholes on behalf of the City of San Diego at 54th St. to Pitta St. (approximate milepost EL 5.7-6.0).
- S200-22-788: Right of Entry Permit to San Diego County Bicycle Association allowing participants of the Bike the Bay bike event to cross over railroad tracks on Harbor Drive at Cesar Chavez Parkway, Harbor Drive south of Schley, Marina Parkway at Bay Boulevard, Bay Boulevard at E Street, Sunday, August 28, 2022.
- S200-23-790: Right of Entry Permit to Eagle Paving Company, Inc. to perform slurry seal maintenance on Broadway in Lemon Grove, CA between Main Street and Lemon Grove Avenue.
- S200-21-747: License Agreement to the City of San Diego to install a new trunk sewer at railroad milepost BS 1.28 (Harbor Drive).
- S200-21-749.1: Right of Entry Permit Amendment (Time Extension) to Aguirre & Associates to perform surveys on behalf of the City of Lemon Grove at the Central Ave. and San Miguel railroad crossings.
- S200-23-793: Right of Entry Permit to Odin Construction Solutions to transport approximately 350,000 cubic yards of materials from Otay River Floodplain over the railroad crossing at Bay Boulevard, Chula Vista and the entrance to Port of San Diego's property.

#### Action Taken

Informational item only. No action taken.

#### 7. Ratification of Transit-Oriented Development (TOD) Agreements; Delegation of Authority to SD&AE President

Ms. Landers gave a PowerPoint presentation to clear up and consolidate some rail property issues. She explained as background that the management of MTS and SD&AE rail assets are

all handled by MTS staff. When MTS first started the trolley, it purchased the SD&AE Railway entity from Southern Pacific and with SD&AE came all of its real estate assets. MTS has essentially operated SD&AE as a land-holding entity, and the freight operations that came with SD&AE have been contracted out to SD&IV. Everything aside from the freight operations has been handled by MTS staff. Permits are signed by the MTS CEO who also sits as the SD&AE President. MTS staff is doing a lot more in the way of property activity and now also Transit-Oriented Development (TOD) at MTS transit stations. Currently, the TODs are reviewed and approved by staff and then sent to the MTS Board for final approval to make those developments happen.

Ms. Landers stated that the first step in the TOD process is to ensure that there will not be any operational conflicts—either with MTS light rail or heavy rail—so as to ensure that the projects are not encroaching on rail offloading or impairing rail service.

Ms. Landers reported that the real estate footprints of the TODs at Palm Avenue and Beyer Avenue recently approved by the MTS Board show that SD&AE right-of-way expands slightly into the parking lots. She added that MTS ground leases these areas to the developer—so there would be a sliver of SD&AE property in addition to the MTS-owned property. Therefore, the action requested today is to have the SD&AE Board acknowledge and approve these types of activities and delegate the authority to pursue them through the SD&AE President. Ms. Landers stated that MTS needs the ability to grant rights in those areas to accommodate the projects.

Ms. Landers stated that this action would be the easiest way to create a new ground lease parcel to transfer a portion of the SD&AE right-of-way to MTS. MTS would then own the fee of the whole area making it easier to create the TOD footprint. This would also ensure that the SD&AE President can execute ground lease documents, other covenants and regulatory agreements that come with financing structures, easements for utilities, and other items.

Ms. Landers stated that today's action would ratify the MTS Board's approval for the Palm Avenue TOD and the Beyer Blvd. TOD so that there is no question that there is full authority to move forward with those projects. Today's action would also delegate authority to the SD&AE President to approve the documents necessary to carry out these and all future projects so long as the projects have been approved by the MTS Board and do not materially impair freight operations on adjacent SD&AE right-of-way.

#### Action Taken

Mr. Terry moved to approve:

1. Ratifying the San Diego Metropolitan Transit System's (MTS's) Board of Directors October 14, 2021 approval of Disposition and Development Agreements (DDAs) for a TOD project with National Community Renaissance of California, a California nonprofit public benefit corporation (National CORE) and Malick Infill Corp, a California corporation (Malick Infill) at the Palm Avenue Trolley Station;
2. Ratifying the MTS Board of Director's March 10, 2022, approval of a DDA for a TOD project with Beyer Family Housing L.P. at the Beyer Boulevard Trolley Station; and
3. Delegating to the SD&AE President the authority to approve DDA agreements, ground leases, easements, fee transfers, restrictive covenants, regulatory agreements, and other real estate transactions or documents necessary to carry out projects on SD&AE

property so long as such projects have been approved by the MTS Board of Directors and do not materially impair freight operations on adjacent SD&AE right-of-way.

Mr. Domen seconded the motion, and it was unanimously approved with Mr. Franklin absent.

8. Election of SD&AE Chairperson and Board Member

Ms. Landers reported that Mr. Terry will be retiring in November 2022 from MTS, and approval of today's action would: (1) elect Brian Riley to replace Mr. Terry as SD&AE Chairperson and Board Member; and (2) forward a recommendation to the MTS Board of Directors for approval.

Action Taken

Mr. Terry moved to: (1) elect Brian Riley to replace Mr. Terry as SD&AE Chairperson and Board Member; and (2) forward a recommendation to the MTS Board of Directors for approval. Mr. Domen seconded the motion, and it was unanimously approved with Mr. Franklin absent.

9. Board Member Communications

There were no Board member communications.

10. Public Comments

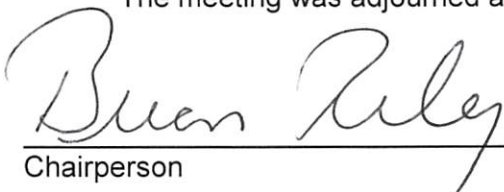
There were no public comments.

11. Next Meeting Date

The next meeting of the SD&AE Railway Company Board of Directors is on Tuesday, October 10, 2023.

12. Adjournment

The meeting was adjourned at 9:26 a.m.

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
General Counsel

2022-10-27 SDAE Minutes

## Agenda Item No. 2

San Diego and Arizona Eastern (SD&AE)  
Railway Company  
Board of Directors Meeting

October 17, 2023

**SUBJECT:**

**STATEMENT OF RAILWAY FINANCES**

**RECOMMENDATION:**

That the SD&AE Railway Company Board of Directors receive a financial report for the year ending June 30, 2023.

**Budget Impact**

None.

**DISCUSSION:**

Attached are SD&AE's financial results for the fiscal year ending June 30, 2023.

As of June 30, 2023, revenue is favorable to budget by \$7,000 and has increased \$8,000 from the fiscal year ending June 30, 2022.

Expenses are \$48,000 favorable to budget primarily due to positive variances in both Outside Services and Risk Management Costs. Compared to the fiscal year ending June 30, 2022, expenses have increased \$40,000 primarily due to a claim settlement with the City of National City for \$25,000.

The Net Income as of June 30, 2023, was \$89,000.

**Attachment:** SD&AE Operating Statement for year ending June 30, 2023

**SD&AE Operating Statement FY2023**

	FY 2023			FY 2022	
	Actuals	Budget	Variance	Actuals	Variance
<b>Revenues</b>					
Right of Entry Permits	\$ 56,319	\$ 60,000	\$ (3,681)	\$ 58,525	\$ (2,206)
Lease Income	98,183	100,000	(1,817)	89,091.37	9,092
Operator Income - SD&IV 1% Freight Fee	42,544	30,000	12,544	41,925	618
<b>Total Revenues</b>	<b>\$ 197,046</b>	<b>\$ 190,000</b>	<b>\$ 7,046</b>	<b>\$ 189,541</b>	<b>\$ 7,504</b>
<b>Expenses</b>					
Personnel Costs	\$ 2,519	\$ 8,749	\$ 6,230	\$ 2,990	\$ 471
Outside Services	13,185	35,000	21,815	9,332	(3,852)
Risk Management	62,675	79,901	17,226	34,669	(28,006)
Misc. Operating Expenses	29,654	32,500	2,846	20,572	(9,083)
<b>Total Expenses</b>	<b>\$ 108,032</b>	<b>\$ 156,150</b>	<b>\$ 48,118</b>	<b>\$ 67,563</b>	<b>\$ (40,469)</b>
<b>Net Income/(Loss)</b>	<b>\$ 89,013</b>	<b>\$ 33,850</b>	<b>\$ 55,163</b>	<b>\$ 121,978</b>	<b>\$ (32,965)</b>

<b>Reserve Balance July 1, 2022</b>	<b>\$ 818,172</b>
Allocated Interest Earnings	68,347
Operating Profit/(Loss) - YTD	89,013
<b>Reserve Balance as of June 30, 2023</b>	<b>\$ 975,532</b>

## **Agenda Item No. 3**

San Diego and Arizona Eastern (SD&AE)  
Railway Company  
Board of Directors Meeting

October 17, 2023

**SUBJECT:**

REPORT ON SAN DIEGO AND IMPERIAL VALLEY (SD&IV) RAILROAD OPERATIONS

**RECOMMENDATION:**

That the SD&AE Board of Directors receive a report for information.

**Budget Impact**

None.

**DISCUSSION:**

An oral report will be given during the meeting.

**Attachment:** Periodic Report for the Prior Year



SD&AE Board  
C/O MTS  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101

October 5, 2023

## Periodic Report

In accordance with Section 20 of the Agreement for Operational Freight Service and Control through Management of the San Diego and Arizona Eastern Railway Company activities of interest for the prior year are listed as follows:

### 1. Labor

The San Diego & Imperial Railroad has 9 employees as listed below:

- 1 General Manager
- 1 Manager - Marketing & Sales
- 1 Office Manager
- 1 Mechanical Manager
- 1 Maintenance of Way Employee
- 4 Train Service Employees



## 2. Marketing

Volume in the 3rd Quarter had a 3.3% decrease as compared to the same quarter in 2022. Traffic terminating on SDIY decreased 45% with weaker ethanol demand at the San Ysidro terminal, driven by increased demand for electric over gas powered vehicles. Traffic into Mexico increased 17%, mainly driven by increased feed mill demand, pulp, and paper shipments. Malt for the brewery and LPG both remained strong.

## 3. Reportable Injuries/Environmental

Days through year to date there were *no* FRA Reportable injuries or Environmental incidents on the SDIV Railroad.

Days FRA Reportable Injury Free: 9220

## 4. Summary of Freight

	2023	2022	2021
<b>Total rail carloads that moved by SDIY Rail Service in the quarter.</b>	<b>830</b>	<b>857</b>	<b>956</b>
<b>Total railroad carloads Terminating/Originating Mexico in the quarter.</b>	<b>584</b>	<b>498</b>	<b>624</b>
<b>Total railroad carloads Terminating/Originating El Cajon, San Diego, National City, San Ysidro, California in the quarter.</b>	<b>246</b>	<b>359</b>	<b>332</b>
<b>Total customers directly served by SDIY in the quarter</b>	<b>10</b>	<b>10</b>	<b>10</b>
<b>Regional Truck trips that SDIY Railroad Service replaced in the quarter</b>	<b>2490</b>	<b>2577</b>	<b>2868</b>

Respectfully,

Matt Domen

General Manager

## Agenda Item No. 4

San Diego and Arizona Eastern (SD&AE)  
Railway Company  
Board of Directors Meeting

October 17, 2023

**SUBJECT:**

**REPORT ON PACIFIC SOUTHWEST RAILWAY MUSEUM**

**RECOMMENDATION:**

That the SD&AE Board of Directors receive a report for information.

**Budget Impact**

None.

**DISCUSSION:**

A report will be presented during the meeting.

**Attachments:** 2022 4<sup>th</sup> Quarter Report  
2023 1<sup>st</sup> Quarter Report  
2023 2<sup>nd</sup> Quarter Report  
2023 3<sup>rd</sup> Quarter Report



# **Pacific Southwest Railway Museum**

**La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776**

February 2, 2022

SD&AE Board  
c/o Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

Re: Fourth Quarter, 2022

Dear SD&AE Board:

During the fourth quarter of 2022 the Pacific Southwest Railway Museum operated 13 Golden State trains, 1 Sunset Special train, 32 Pumpkin Express trains, and 15 North Pole Limited trains carrying a total of 6,476 passengers. The museum was open twenty-four days during the fourth quarter. There were no FRA reportable accidents or injuries during the fourth quarter, 2022. Earned revenue from SD&AE property was \$256,752.42; our check for \$5,135.05 is enclosed.

Passenger ridership during the fourth quarter as compared to the past ten years:

6,476 passengers during the fourth quarter 2022  
5,792 passengers during the fourth quarter 2021  
2,253 passengers during the fourth quarter 2020  
7,559 passengers during the fourth quarter 2019  
7,698 passengers during the fourth quarter 2018  
7,153 passengers during the fourth quarter 2017  
6,736 passengers during the fourth quarter 2016  
7,110 passengers during the fourth quarter 2015  
6,765 passengers during the fourth quarter 2014  
6,535 passengers during the fourth quarter 2013

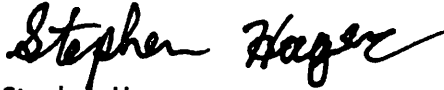
The fourth quarter of the year is PSRM's busiest time of year. We operated our popular Halloween-themed Pumpkin Express trains in October and our largest annual event, the North Pole Limited trains, in late November and December. Ridership continues to follow a positive trajectory from the pandemic-induced low in 2020.

PSRM continues to perform track maintenance and weed abatement and maintains both signalized railroad crossings within our right-of-way limits. PSRM signal maintainers perform the monthly, quarterly and annual inspections regularly. Following our discussion on needed State of Good Repair upgrades to the crossing signals at the October SD&AE Board Meeting, PSRM is eager to hear whether MTS will be able to access CPUC funding for this project.

PSRM was able to meet with the owner of the property adjacent to the Cow Creek Trestle at Milepost 66.77 and determined that no easement exists for a cattle crossing under the trestle. As time permits, we will work with RailPros to develop an engineering plan and cost estimate to replace this trestle with a culvert. Per the mid-2022 meeting between PSRM and MTS Staff, PSRM will present MTS with a construction funding request once we have completed the engineering work.

As always, thank you to the San Diego & Arizona Eastern board and staff, as well as the Metropolitan Transit System board and staff for entrusting the care of fourteen miles of the SD&AE Desert Line to the Pacific Southwest Railway Museum. Our offer remains open to host an MTS/SD&AE visit to our museum in Campo. Please email me at [hager@psrm.org](mailto:hager@psrm.org) for arrangements.

Sincerely,

A handwritten signature in black ink that reads "Stephen Hager". The signature is written in a cursive, flowing style.

Stephen Hager  
President



# **Pacific Southwest Railway Museum**

**La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776**

May 2, 2023

SD&AE Board  
c/o Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

Re: First Quarter, 2023

Dear SD&AE Board:

During the first quarter of 2023 the Pacific Southwest Railway Museum operated 67 Golden State trains and 1 School train carrying a total of 1,535 passengers. The museum was open twenty-four days during the first quarter. There were no FRA reportable accidents or injuries during the first quarter, 2023. Earned revenue from SD&AE property was \$25,708.87; our check for \$514.18 is enclosed.

Passenger ridership during the first quarter as compared to the past ten years:

1,535 passengers during the first quarter 2023  
1,793 passengers during the first quarter 2022  
1,087 passengers during the first quarter 2021  
1,305 passengers during the first quarter 2020  
1,665 passengers during the first quarter 2019  
2,728 passengers during the first quarter 2018  
1,185 passengers during the first quarter 2017  
2,380 passengers during the first quarter 2016  
2,334 passengers during the first quarter 2015  
2,223 passengers during the first quarter 2014

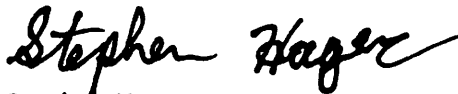
There were no special event trains operated during the first quarter.

PSRM continues to perform track maintenance and weed abatement and maintains both signalized railroad crossings within our right-of-way limits. PSRM signal maintainers perform the monthly, quarterly and annual inspections regularly. In January, the Federal Railroad Administration visited Campo with their contractor, Ensco, to perform a track geometry inspection using their hi-rail inspection truck as a courtesy to PSRM. The inspection was conducted between the Cow Creek Trestle at Milepost 66.77 and the Lower Campo Creek Viaduct at Milepost 60.08. The FRA provided a list of geometry defects to PSRM. PSRM has since been performing track repairs to address these defects; temporary speed restrictions have been instated in the areas with defects in the interim. PSRM's contracted engineering firm, RailPros, is scheduled to perform the annual bridge inspections at mileposts 60.08, 60.93, and 65.27 in the second quarter of this year.

In February, PSRM Director of Railroad Operations Martin Caestecker resigned from his position to pursue a career at the California State Railroad Museum. In March, the PSRM board of directors appointed John Cenker to assume the role vacated by Martin. John has several years of railroad operations experience with PSRM, as well as short line railroad operations experience. Please join me in welcoming John to the DRO role. He may be contacted by email at [cenkner@psrm.org](mailto:cenkner@psrm.org).

As always, thank you to the San Diego & Arizona Eastern board and staff, as well as the Metropolitan Transit System board and staff for entrusting the care of fourteen miles of the SD&AE Desert Line to the Pacific Southwest Railway Museum. We are always happy to host an MTS/SD&AE visit to our museum in Campo. Please email me at [hager@psrm.org](mailto:hager@psrm.org) for arrangements.

Sincerely,



Stephen Hager  
President



# **Pacific Southwest Railway Museum**

**La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776**

August 1, 2023

SD&AE Board  
c/o Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

Re: Second Quarter, 2023

Dear SD&AE Board:

During the second quarter of 2023 the Pacific Southwest Railway Museum operated 67 Golden State trains, 12 Bunny trains, and 4 Sunset Special trains carrying a total of 3,458 passengers. The museum was open twenty-six days during the second quarter. There were no FRA reportable accidents or injuries during the second quarter, 2023. Earned revenue from SD&AE property was \$72,030.27; our check for \$1,440.61 is enclosed.

Passenger ridership during the second quarter as compared to the past ten years:

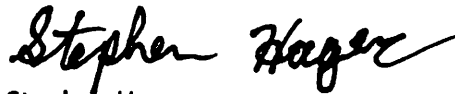
3,458 passengers during the second quarter 2023  
2,589 passengers during the second quarter 2022  
2,255 passengers during the second quarter 2021  
0 passengers during the second quarter 2020  
2,607 passengers during the second quarter 2019  
1,866 passengers during the second quarter 2018  
2,295 passengers during the second quarter 2017  
1,945 passengers during the second quarter 2016  
2,307 passengers during the second quarter 2015  
2,794 passengers during the second quarter 2014

We operated our Easter-themed Bunny train special event during the second quarter. We co-hosted the second annual "Campo Days" event in May which drew large crowds to the area. We also began offering our summer Sunset Special trains on Saturday evenings. Ridership in the second quarter hit a historic ten-year high this year.

PSRM continues to perform track maintenance and weed abatement and maintains both signalized railroad crossings within our right-of-way limits. PSRM signal maintainers perform the monthly, quarterly and annual inspections regularly. In May, PSRM experienced a low-speed derailment on the main track approximately two miles west of Campo. There were no injuries and damage to equipment was minimal. However, out of an abundance of caution, PSRM has suspended train rides through the derailment site pending track repairs. PSRM plans to bring in a professional track inspector to evaluate the derailment site and the entire section of railroad between Campo and Division. PSRM will use the results of the inspection as the basis for a major track maintenance project on the railroad, expected to take place either late in the third quarter or early in the fourth quarter of 2023.

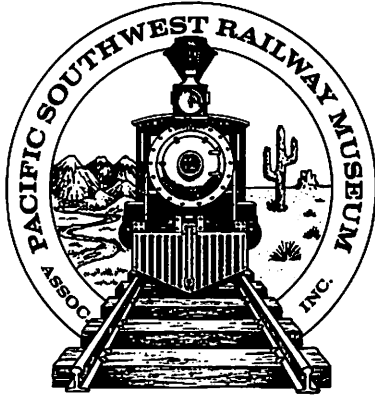
As always, thank you to the San Diego & Arizona Eastern board and staff, as well as the Metropolitan Transit System board and staff for entrusting the care of fourteen miles of the SD&AE Desert Line to the Pacific Southwest Railway Museum. Should any members of the SD&AE and MTS wish to visit the museum and Campo and experience for yourself what we do, we would be happy to accommodate your visit. Please email me at [hager@psrm.org](mailto:hager@psrm.org) for arrangements.

Sincerely,

A handwritten signature in black ink that reads "Stephen Hager". The signature is written in a cursive, flowing style.

Stephen Hager  
President





# **Pacific Southwest Railway Museum**

**La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776**

October 10, 2023

SD&AE Board  
c/o Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

Re: Third Quarter, 2023

Dear SD&AE Board:

During the third quarter of 2023 the Pacific Southwest Railway Museum operated 44 Golden State trains and 11 Sunset Special trains carrying a total of 1,190 passengers. The museum was open twenty-one days during the third quarter. There were no FRA reportable accidents or injuries during the third quarter, 2023. Earned revenue from SD&AE property was \$21,935.87; our check for \$438.72 is enclosed.

Passenger ridership during the third quarter as compared to the past ten years:

1,190 passengers during the third quarter 2023  
1,135 passengers during the third quarter 2022  
1,558 passengers during the third quarter 2021  
250 passengers during the third quarter 2020  
1,073 passengers during the third quarter 2019  
1,021 passengers during the third quarter 2018  
822 passengers during the third quarter 2017  
773 passengers during the third quarter 2016  
658 passengers during the third quarter 2015  
1,031 passengers during the third quarter 2014

We continued offering our summer Sunset Special trains on Saturday evenings during the third quarter. Due to decreased ridership and challenges with volunteer train crew staffing during the summer heat, we made the decision to close the museum and not operate train rides on Sundays from mid-August onwards. Regular Saturday and Sunday hours will resume in the fourth quarter.

PSRM continues to perform track maintenance and weed abatement and maintains both signalized railroad crossings within our right-of-way limits. PSRM signal maintainers perform the monthly, quarterly and annual inspections regularly. In my previous quarterly report, I mentioned PSRM's decision to truncate train operations pending a major track maintenance project. Under escort by PSRM crews, contractor RailWorks Corporation performed an inspection of the Desert Line between the Campo Valley and Division and provided a list of track defects and drainage issues in the right of way. RailWorks is also finalizing a set of quotes for PSRM to fix these track defects and drainage issues. The proposed work includes lining and tamping the curve on either side of the west Highway 94 crossing in Campo, cutting drainage ditches and placing crushed rock ballast in the cut at Milepost 63, performing ballast regulating where the side slopes require it, and replacing railroad ties. Other ancillary work includes plugging and re-spiking existing ties where the track is lined and tamped, and tightening joint bars anywhere other work is being performed.

In recognition of PSRM's 501(c)(3) non-profit status, RailWorks is offering their services to PSRM at a significant discount; they will not charge PSRM any overhead or profit other than minor per diem expenses for their employees. RailWorks is also able to offer PSRM significantly discounted relay ties as they are actively engaged in a tie replacement project on the MTS system. RailWorks was asked to provide two quotes to PSRM; one to complete track and drainage work from Campo to Canyon, and one to also include work on the additional 1.5 miles from Canyon to Division. In order to be able to operate our fourth quarter North Pole Limited trains and generate the crucial revenue needed to sustain our organization for the next year, it is absolutely essential for the Campo to Canyon work to be completed before Thanksgiving. PSRM also believes that there is enormous value in completing the additive work from Canyon to Division. Doing so would allow PSRM to extend train rides to their pre-2017 limits and would allow us to resume train rides to Tecate if and when Tunnel 3 in Mexico is reopened. PSRM has already invested in load rating and performing annual inspections on the two bridges west of Canyon and we see a successful track project and resumption of train rides to Division as a strong demonstration of our commitment to be good stewards of the Desert Line.

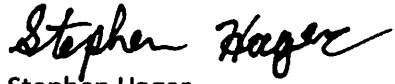
PSRM has a budget of approximately \$200,000 available for the track project. As of writing this letter, PSRM has received RailWorks' preliminary quote for the Campo to Canyon work, which came in at \$285,000. The quote for the work to Division is still pending and is expected in the next day or two. Both quotes will be provided to SD&AE/MTS staff once received. PSRM needs financial assistance from SD&AE/MTS to close our budget deficit and cover the costs of this critical track project.

It is the opinion of PSRM that there will not be another opportunity in the foreseeable future to complete repairs on this section of the Desert Line for a lower cost. I urge the SD&AE Board to authorize funding to supplement PSRM's budget for the Campo to Canyon and Canyon to Division Track projects.

As always, thank you to the San Diego & Arizona Eastern board and staff, as well as the Metropolitan Transit System board and staff for entrusting the care of fourteen miles of the

SD&AE Desert Line to the Pacific Southwest Railway Museum. Should any members of the SD&AE and MTS wish to visit the museum and Campo and experience for yourself what we do, we would be happy to accommodate your visit. Please email me at [hager@psrm.org](mailto:hager@psrm.org) for arrangements.

Sincerely,

A handwritten signature in black ink that reads "Stephen Hager". The signature is written in a cursive, flowing style.

Stephen Hager  
President

## Agenda Item No. 5

San Diego and Arizona Eastern (SD&AE)  
Railway Company  
Board of Directors Meeting

October 17, 2023

**SUBJECT:**

REPORT ON THE DESERT LINE

**RECOMMENDATION:**

That the SD&AE Board of Directors receive a report for information.

**Budget Impact**

None.

**DISCUSSION:**

A report will be presented during the meeting.

## Agenda Item No. 6

San Diego and Arizona Eastern (SD&AE)  
Railway Company  
Board of Directors Meeting

October 17, 2023

**SUBJECT:**

SUMMARY OF SD&AE DOCUMENTS ISSUED SINCE OCTOBER 27, 2022

**RECOMMENDATION:**

That the SD&AE Railway Company Board of Directors receive a report for information.

Budget Impact

None.

**DISCUSSION:**

Since the October 27, 2022, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- L1560.1-21: Right of Entry Permit Amendment (Time Extension) to Palm Engineering Construction Company, Inc. to install a new water main and perform street improvements adjacent to MTS railroad right of way and Euclid Transit Center.
- L1637.0-23: Right of Entry Permit to C Below for potholing along Commercial St. via hydro vacuum to expose & confirm utilities.
- S200-21-766.1: Right of Entry Permit Amendment (Time Extension) to HMS Construction, Inc. to install conduit at various locations (I-5 Civic Center Dr Bridge, I-5 Palm City Bridge, Beyer Blvd and 905) for the California Department of Transportation.
- S200-22-775.1: Right of Entry Permit Amendment (Time Extension) to Albus-Keefe & Associates for exploratory drilling and soil sampling at the Palm Avenue Station parking lot and right of way (2340 Palm Ave, Chula Vista, CA).
- S200-23-791.1: Right of Entry Permit Amendment (Time Extension) to Transtelco to replace existing fiber cable in an existing duct from Sigsbee Street and Harbor Boulevard to San Ysidro.
- S200-23-791: Right of Entry Permit Amendment to Transtelco Inc. to replace existing fiber cable in an existing duct from Sigsbee Street and Harbor Boulevard to San Ysidro.

- **S200-23-792**: Right of Entry Permit to Man General Engineering to access two above ground Cox Communications pedestals to pull fiber through existing conduit at Beyer Boulevard.
- **S200-23-795**: Right of Entry Permit to Griffith Company to install bridge falsework to protect the MTS tracks and appurtenances during the El Cajon Bridge demolition and reconstruction.
- **S200-23-796**: Right of Entry Permit to Fordyce Construction, Inc. for street and curb improvement work on the east side of Howard Ave between Iris Ave and Village Pine.
- **S200-23-797**: Right of Entry Permit to Coastal Communications, Inc. to install conduit and fiber optic cable via boring methods on Civic Center Drive.
- **S200-23-798**: Right of Entry Permit to AirX Utility to perform utility locating and mark-outs, potholing and documentation in the parking lot of the El Cajon Transit Center.
- **S200-23-799**: Right of Entry Permit to AirX Utility to perform utility locating and mark-outs, potholing and documentation Harbor Drive and Sampson Street.
- **S200-23-800**: Right of Entry Permit to Wyverd Fiber to conducting fiber investigation at the 24th Street Transit Center and Civic Center Drive.
- **S200-23-801**: Right of Entry Permit to Wyverd Fiber to conduct field investigation for fiber installation at the San Ysidro Station.
- **S200-23-802**: Right of Entry Permit to RedZone Robotics, Inc. to conduct field investigation of the trunk sewer pipeline along the trolley's Orange Line utilizing manholes for equipment access.
- **S200-23-806**: Right of Entry Permit to Life Sports Foundation allowing participants of the 2023 Campagnolo Gran Fondo San Diego bike event to cross over railroad tracks at 8th Street, Palomar Street and Gunpowder Point Drive in Chula Vista, CA on Sunday, April 23, 2023.
- **S200-23-808**: Right of Entry Permit to SANDAG to access the Iris Ave. Transit Center on March 15, 2023 from 2:30pm - 5:00pm and El Cajon Transit Center on March 6, 2023 from 2:30pm-5:00pm for the purpose of encouraging participation in SANDAG's Youth Opportunity Pass Impact Survey.
- **S200-23-808.1**: Right of Entry Permit Amendment (Time Extension) to SANDAG Right of Entry Permit to SANDAG to access the Iris Ave. Transit Center for the purpose of encouraging participation in SANDAG's Youth Opportunity Pass Impact Survey. Extend to April 30, 2023.
- **S200-23-809**: License Agreement to MCImetro Access Transmission Services LLC Access for construction, use, operation, maintenance, repair and ownership of an underground fiber optic conduit that crosses within MTS/SDAE right of way at Civic Center Drive.

- **S200-23-811**: Right of Entry Permit to KTA Construction Inc. to replace sewer and water mains along 26th St and Commercial St for the City of San Diego.
- **S200-23-812**: Right of Entry Permit to the Navy Region Southwest Morale, Welfare and Recreation Department to Allow event participants of the Navy's Annual Bay Bridge Run/Walk to cross over tracks on Sunday, May 21, 2023 at the Cesar Chavez Parkway railroad crossing and Harbor Drive.
- **S200-23-813**: Right of Entry Permit Right to GC Fence Corporation to install a fence near the Spring Street and Nebo Drive crossing as requested by the CPUC.
- **S200-23-814**: Right of Entry Permit to SANDAG to conduct outreach regarding the proposed Rapid 625 Bus Route Project at the Palomar Street Transit Center on April 19, 2023 from 2:30pm - 6:30pm or another date if weather does not permit up until May 31, 2023 as approved by MTS staff.
- **S200-23-816**: Right of Entry Permit to John Donaldson Construction, Inc. to install a pipe lining in the current sewer line near the building located at 1225 N Marshall Avenue, El Cajon.
- **S200-23-817**: Right of Entry Permit to Orion Construction to perform a GPR survey and investigative potholing at the 32nd Street crossing for the development of construction design plans for Naval Base San Diego NAVFAC's Water Line Repair Project.
- **S200-23-818**: Right of Entry Permit to Ramona Paving & Construction Corp, Inc. to replace asphalt along Imperial Avenue from 60th Street to 65th Street, San Diego.
- **S200-23-819**: Lease Agreement to West Coast General Group for temporary staging and storage of construction equipment, construction materials and supplies at property situated south of Palomar Street in the City of Chula Vista (APN 622-081-28-01).
- **S200-23-820**: Right of Entry Permit to City of La Mesa allowing participants of the City of La Mesa Flag Day Parade to cross over tracks on June 3, 2023 at La Mesa Boulevard railroad crossing.
- **S200-23-824**: Right of Entry Permit to Wyyerd Fiber to intercept Wyyerd owned fibers with MTS fiber at 24th Street Station/Mile of Cars Way.
- **S200-24-828**: Right of Entry Permit to RDZ Plumbing & Drains the purpose of replacing a sewer pipe located at the San Ysidro Station, for street address 727 E. San Ysidro Blvd.
- **S200-24-830**: Right of Entry Permit to Sweetwater Authority to the purpose of repairing a 16" underground water valve at F Street, Chula Vista.



**Metropolitan  
Transit  
System**

## **Agenda Item No. 5**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

PRONTO Extend Pilot Program – Pilot Extension

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve a six-month extension of the PRONTO Extend Pilot Program, extending the pilot until June 30, 2024.

**Budget Impact**

The PRONTO Extend Pilot Program has seen a minor financial impact of approximately \$51,000 since its launch date of July 1, 2022 through October 31, 2023. The financial impact for an additional six months of the program is estimated to be approximately \$24,000. Funding for the program is included in the MTS Operating Budget.

**DISCUSSION:**

On July 1, 2022, the PRONTO Extend Pilot Program launched. The program provides free transit fares for eligible individuals ages 18 through 24 who have previously been in and exited a foster care system, or who are currently in an extended foster care program. PRONTO Extend provides eligible individuals access to free public transportation fares in the MTS and North County Transit District (NCTD) service areas. In order to further explore making PRONTO Extend a permanent program, staff is seeking to extend the pilot program for an additional six months (June 30, 2024). During this time, MTS will meet with NCTD and SANDAG to continue reviewing the success and fiscal impacts of the program as well as consideration of proposing to permanently establish the program in the Regional Fare Ordinance.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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







**Metropolitan  
Transit  
System**

## **Agenda Item No. 6**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Approve the Fiscal Year (FY) 2023-24 State Transit Assistance (STA) Claim and STA Interest Claim

**RECOMMENDATION:**

That the San Diego Metropolitan System (MTS) Board of Directors adopt Resolution No. 23-12 (Attachment A) approving the FY 2023-24 STA claim.

Budget Impact

The FY 2023-24 STA claim would result in the approval of \$40,433,652 in FY 2023-24 STA funds for MTS to be utilized in the FY 2024 operating and capital budgets.

**DISCUSSION:**

STA funding comes from the Public Transportation Act (PTA), which derives its revenue from the state sales tax on diesel fuel. STA revenues are pooled at the state level for the purposes of sections 99313 and 99314 of the California Public Utilities Code (PUC). The revenues for sections 99313 and 99314 are then allocated to transportation entities on a quarterly basis. PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based primarily on qualifying revenues from the Annual Report of Financial Transactions of Transit Operators and Non-Transit Claimants under the Transportation Development Act.

The California State Controller's Office (SCO) projects total sales tax revenues for the coming fiscal year and the resulting STA revenue pool, and then estimates the allocation to each transportation entity. The SCO projects MTS will receive FY 2023-24 STA funding of \$40,433,652 (Attachment B).

State law and MTS Policy No. 20, "Allocation of State Transit Assistance Funds", requires that priority consideration be given to STA claims for the following purposes:



- to enhance existing public transportation services;
- to meet priority regional, county, or area-wide public transportation needs;
- to offset reductions in federal operating assistance and unanticipated increases in fuel costs.

STA revenues have been volatile in the past, and for that reason, the MTS Board has taken a conservative approach to use and programming these funds. Typically, the majority of these revenues are directed into the MTS Capital Improvement Program (CIP). For FY 2024, the MTS Board of Directors have approved \$28.1M into the FY 2024 CIP, and the balance is earmarked for the FY 2024 Operating Budget.

Since these STA revenue allocations are based on sales tax revenue projections, in certain instances, it may be necessary to revise the original STA claim. MTS will claim up to the amount authorized by the attached Board resolution (Attachment A), and any revisions over the amount of this claim will come back to the MTS Board for approval. Additionally, the un-programmed amount will be discussed with the Budget Development Committee and the MTS Board.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution No. 23-12 approving the FY 2023-24 STA claim.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. MTS Resolution No. 23-12  
B. Letter from State Controller's Office for STA Allocation

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION No. 23-12

Resolution Approving the San Diego Metropolitan Transit  
System Area Fiscal Year 2023-24 State Transit Assistance Claim

WHEREAS, California Public Utilities Code (PUC) Sections 99313.3 and 99313.6 established a State Transit Assistance (STA) fund and grants the San Diego Metropolitan Transit System (MTS) authority to allocate monies from this fund; and

WHEREAS, MTS, through its various operating entities and divisions, including San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contracted Services (collectively referred to as "MTS"), and other operators on the basis of revenue generated, qualifies for STA monies under the provision of PUC Section 99260 et seq.; and

WHEREAS, the State Controller's Office has informed MTS that its eligible STA allocation for Fiscal year 2023-24 is \$40,433,652; and

WHEREAS, the claimants' proposed expenditures of STA monies are in conformance with the *Regional Transportation Plan and Transportation Improvement Program*; and

WHEREAS MTS is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the sum of MTS' allocations of STA and local transportations funds do not exceed the amounts they are eligible to receive during the fiscal year; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority, area-wide public transportation needs; and

WHEREAS, in the last thirteen months, MTS has received a certification from the California Highway patrol verifying that MTS is in compliance with section 1808.1 of the Vehicle Code, as required in PUC section 99251; and

WHEREAS the level of passenger fares and charges is sufficient to enable MTS to meet the fare revenue requirements of the PUC sections 99268.2, 99268.3, 99268.5, and 99268.9 as they may be applicable to MTS (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from fare revenue requirements for fiscal years 2021-2022 through 2025-2026); and

WHEREAS, MTS has ensured operators are in compliance with the efficiency standards of PUC section 99314.6 prior to the allocation of funding for operating purposes (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from efficiency standards for fiscal years 2021-2022 through 2025-2026);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the Fiscal Year 2023-24 STA amounts totaling \$40,433,652.

PASSED AND ADOPTED by the Board of Directors this 14<sup>th</sup> day of December, 2023 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

\_\_\_\_\_  
Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

\_\_\_\_\_  
Clerk of the Board  
San Diego Metropolitan Transit System

\_\_\_\_\_  
General Counsel  
San Diego Metropolitan Transit System

Resolution 23-12



MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

August 1, 2023

County Auditors Responsible for State Transit Assistance Funds  
Transportation Planning Agencies  
County Transportation Commissions  
San Diego Metropolitan Transit System

**SUBJECT: Fiscal Year 2023-24 State Transit Assistance Allocation Revised Estimate**

Enclosed is a revised summary schedule of State Transit Assistance (STA) funds estimated for Fiscal Year (FY) 2023-24 for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 STA Allocation Estimate, dated August 1, 2023. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

According to the FY 2023-24 enacted California Budget, the estimated amount of STA funds budgeted is \$963,433,000. SCO anticipates the first quarter's allocation will be paid by November 30, 2023. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at [MSilvera@sco.ca.gov](mailto:MSilvera@sco.ca.gov) with any questions, or for additional information.

Sincerely,

**Melma  
Dizon**

Digitally signed by  
Melma Dizon  
Date: 2023.08.01  
15:05:25 -07'00'

MELMA DIZON  
Manager  
Local Apportionments Section

Enclosures

**STATE CONTROLLER'S OFFICE**  
**2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE SUMMARY**  
**AUGUST 1, 2023**

Att.B, AI 6, 12/14/23

Regional Entity	PUC 99313		PUC 99314		Total Fiscal Year 2023-24 Estimate
	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)		Funds from RTC Sections 6051.8(b), and 6201.8(b)		
	Fiscal Year 2023-24 Estimate	Fiscal Year 2023-24 Estimate	Fiscal Year 2023-24 Estimate	Fiscal Year 2023-24 Estimate	
	A	B	C	D= (A+B+C)	
Metropolitan Transportation Commission	\$ 51,188,125	\$ 42,195,442	\$ 258,125,769	\$ 351,509,336	
Sacramento Area Council of Governments	13,392,156	11,039,434	8,348,481	32,780,071	
San Diego Association of Governments	6,484,288	5,345,134	2,869,443	14,698,865	
San Diego Metropolitan Transit System	15,687,819	12,931,798	11,814,035	40,433,652	
Tahoe Regional Planning Agency	731,504	602,994	76,120	1,410,618	
Alpine County Transportation Commission	8,030	6,619	1,084	15,733	
Amador County Transportation Commission	270,133	222,677	17,258	510,068	
Butte County Association of Governments	1,394,113	1,149,196	137,328	2,680,637	
Calaveras County Local Transportation Commission	304,398	250,921	6,716	562,035	
Colusa County Local Transportation Commission	147,628	121,693	11,913	281,234	
Del Norte County Local Transportation Commission	180,367	148,680	17,296	346,343	
El Dorado County Local Transportation Commission	1,178,532	971,489	146,329	2,296,350	
Fresno County Council of Governments	6,858,943	5,653,971	2,252,509	14,765,423	
Glenn County Local Transportation Commission	194,180	160,066	10,069	364,315	
Humboldt County Association of Governments	908,969	749,282	277,078	1,935,329	
Imperial County Transportation Commission	1,217,021	1,003,216	209,985	2,430,222	
Inyo County Local Transportation Commission	128,133	105,623	0	233,756	
Kern Council of Governments	6,153,567	5,072,514	684,452	11,910,533	
Kings County Association of Governments	1,024,048	844,145	74,877	1,943,070	
Lake County/City Council of Governments	452,969	373,392	42,185	868,546	
Lassen County Local Transportation Commission	191,732	158,049	15,802	365,583	
Los Angeles County Metropolitan Transportation Authority	66,190,463	54,562,183	159,567,653	280,320,299	
Madera County Local Transportation Commission	1,072,397	883,999	64,400	2,020,796	
Mariposa County Local Transportation Commission	114,836	94,661	6,174	215,671	
Mendocino Council of Governments	604,618	498,400	80,987	1,184,005	
Merced County Association of Governments	1,934,861	1,594,947	167,780	3,697,588	
Modoc County Local Transportation Commission	57,821	47,663	9,103	114,587	
Mono County Local Transportation Commission	89,210	73,538	238,829	401,577	
Transportation Agency for Monterey County	2,918,312	2,405,626	1,660,632	6,984,570	
Nevada County Local Transportation Commission	682,979	562,994	58,532	1,304,505	
Orange County Transportation Authority	21,273,012	17,535,789	13,935,618	52,744,419	
Placer County Transportation Planning Agency	2,153,873	1,775,483	558,784	4,488,140	
Plumas County Local Transportation Commission	128,811	106,182	36,111	271,104	
Riverside County Transportation Commission	16,540,370	13,634,573	4,903,661	35,078,604	
Council of San Benito County Governments	445,279	367,053	12,801	825,133	
San Bernardino County Transportation Authority	14,796,454	12,197,027	5,686,927	32,680,408	
San Joaquin Council of Governments	5,330,825	4,394,310	2,182,399	11,907,534	
San Luis Obispo Area Council of Governments	1,887,469	1,555,880	237,216	3,680,565	
Santa Barbara County Association of Governments (SBCAG)	2,987,403	2,462,579	1,380,574	6,830,556	
Santa Cruz County Transportation Commission	1,776,960	1,464,785	2,950,068	6,191,813	
Shasta Regional Transportation Agency	1,216,750	1,002,992	114,827	2,334,569	
Sierra County Local Transportation Commission	21,653	17,848	1,503	41,004	
Siskiyou County Local Transportation Commission	295,298	243,420	22,945	561,663	
Stanislaus Council of Governments	3,701,995	3,051,632	383,754	7,137,381	
Tehama County Transportation Commission	435,820	359,255	16,455	811,530	
Trinity County Transportation Commission	108,082	89,094	6,445	203,621	
Tulare County Association of Governments	3,221,394	2,655,463	618,039	6,494,896	
Tuolumne County Transportation Council	370,173	305,141	17,187	692,501	
Ventura County Transportation Commission	5,598,727	4,615,148	1,658,367	11,872,242	
Subtotals	\$ 264,052,500	\$ 217,664,000			
State Totals		\$ 481,716,500	\$ 481,716,500	\$ 963,433,000	

**STATE CONTROLLER'S OFFICE**  
**2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**AUGUST 1, 2023**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)		Funds from RTC Sections 6051.8(b), and 6201.8(b)		Total
		Fiscal Year 2023-24 Estimate	A	Fiscal Year 2023-24 Estimate	B	Fiscal Year 2023-24 Estimate C= (A+B)
<b>Altamont Corridor Express*</b>						
Alameda County Congestion Management Agency	\$ NA	\$ 206,525		\$ 170,243		\$ 376,768
Santa Clara Valley Transportation Authority	NA	119,149		98,217		217,366
San Joaquin Regional Rail Commission	NA	667,233		550,014		1,217,247
Regional Entity Totals	0	992,907		818,474		1,811,381
	0	(992,907)		(818,474)		(1,811,381)
<b>Metropolitan Transportation Commission</b>						
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	94,212,762		77,661,548		171,874,310
Central Contra Costa Transit Authority	12,684,408	587,972		484,678		1,072,650
City of Dixon	123,850	5,741		4,732		10,473
Eastern Contra Costa Transit Authority	6,132,724	284,276		234,334		518,610
City of Fairfield	2,250,751	104,331		86,002		190,333
Golden Gate Bridge Highway and Transportation District	138,827,667	6,435,207		5,304,675		11,739,882
Livermore-Amador Valley Transit Authority	6,084,421	282,037		232,489		514,526
Marin County Transit District	23,726,064	1,099,796		906,585		2,006,381
Napa Valley Transportation Authority	1,722,522	79,846		65,818		145,664
Peninsula Corridor Joint Powers Board	144,681,126	6,706,537		5,528,339		12,234,876
City of Petaluma	739,065	34,259		28,240		62,499
City of Rio Vista	39,373	1,825		1,504		3,329
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	1,828,759		1,507,484		3,336,243
San Mateo County Transit District	145,105,738	6,726,220		5,544,564		12,270,784
Santa Clara Valley Transportation Authority	439,800,215	20,386,464		16,804,988		37,191,452
City of Santa Rosa	2,483,478	115,119		94,895		210,014
Solano County Transit	5,290,076	245,216		202,136		447,352
County of Sonoma	3,459,517	160,362		132,190		292,552
Sonoma-Marin Area Rail Transit District	29,993,581	1,390,320		1,146,070		2,536,390
City of Union City	1,879,467	87,121		71,815		158,936
City of Vacaville	402,817	18,672		15,392		34,064
Western Contra Costa Transit Authority	8,044,931	372,914		307,401		680,315
Regional Entity Subtotals	3,045,389,776	141,165,756		116,365,879		257,531,635
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	206,525		170,243		376,768
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	119,149		98,217		217,366
Regional Entity Totals	3,045,389,776	141,491,430		116,634,339		258,125,769
<b>Sacramento Area Council of Governments</b>						
City of Davis (Unitrans)	2,957,630	137,098		113,013		250,111
County of Sacramento	1,189,071	55,118		45,435		100,553
Sacramento Regional Transit System	88,543,261	4,104,327		3,383,284		7,487,611
Yolo County Transportation District	4,689,895	217,395		179,203		396,598
Yuba Sutter Transit Authority	1,343,449	62,274		51,334		113,608
Regional Entity Totals	98,723,306	4,576,212		3,772,269		8,348,481

\* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

\*\* The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

**STATE CONTROLLER'S OFFICE  
2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL  
AUGUST 1, 2023**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2023-24 Estimate
		Fiscal Year 2023-24 Estimate <b>A</b>	Fiscal Year 2023-24 Estimate <b>B</b>	<b>C= (A+B)</b>
San Diego Association of Governments North County Transit District	33,932,036	1,572,883	1,296,560	2,869,443
San Diego Metropolitan Transit System San Diego Metropolitan Transit System	33,958,141	1,574,093	1,297,558	2,871,651
San Diego Transit Corporation	62,951,421	2,918,045	2,405,406	5,323,451
San Diego Trolley, Inc.	42,794,978	1,983,715	1,635,218	3,618,933
Regional Entity Totals	139,704,540	6,475,853	5,338,182	11,814,035
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority	NA	5,503,003	4,536,241	10,039,244
Orange County Transportation Authority	NA	2,416,623	1,992,072	4,408,695
Riverside County Transportation Commission	NA	1,229,722	1,013,685	2,243,407
San Bernardino County Transportation Authority	NA	1,241,799	1,023,641	2,265,440
Ventura County Transportation Commission	NA	588,510	485,122	1,073,632
Regional Entity Totals	0	10,979,657	9,050,761	20,030,418
	0	(10,979,657)	(9,050,761)	(20,030,418)
Tahoe Regional Planning Agency Tahoe Transportation District	900,147	41,725	34,395	76,120
Alpine County Transportation Commission County of Alpine	12,816	594	490	1,084
Amador County Transportation Commission Amador Transit	204,076	9,460	7,798	17,258
Butte County Association of Governments Butte Regional Transit	1,601,714	74,246	61,202	135,448
City of Gridley - Specialized Service	22,232	1,031	849	1,880
Regional Entity Totals	1,623,946	75,277	62,051	137,328
Calaveras County Local Transportation Commission Calaveras Transit Agency	79,417	3,681	3,035	6,716
Colusa County Local Transportation Commission County of Colusa	140,877	6,530	5,383	11,913
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	204,530	9,481	7,815	17,296
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,730,379	80,210	66,119	146,329

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



**STATE CONTROLLER'S OFFICE  
2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL  
AUGUST 1, 2023**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections	Funds from RTC Sections	Total
		7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2023-24 Estimate	6051.8(b), and 6201.8(b) Fiscal Year 2023-24 Estimate	Fiscal Year 2023-24 Estimate
		A	B	C= (A+B)
Fresno County Council of Governments				
City of Clovis	1,770,328	82,062	67,645	149,707
City of Fresno	22,991,076	1,065,726	878,501	1,944,227
Fresno County Rural Transit Agency	1,875,194	86,923	71,652	158,575
Regional Entity Totals	26,636,598	1,234,711	1,017,798	2,252,509
Glenn County Local Transportation Commission				
County of Glenn Transit Service	119,071	5,519	4,550	10,069
Humboldt County Association of Governments				
City of Arcata	213,054	9,876	8,141	18,017
Humboldt Transit Authority	3,063,481	142,004	117,057	259,061
Regional Entity Totals	3,276,535	151,880	125,198	277,078
Imperial County Transportation Commission				
Imperial County Transportation Commission	2,462,028	114,125	94,075	208,200
Quechan Indian Tribe	21,107	978	807	1,785
Regional Entity Totals	2,483,135	115,103	94,882	209,985
Inyo County Local Transportation Commission	None	None	None	None
Kern Council of Governments				
City of Arvin	62,152	2,881	2,375	5,256
City of California City	25,760	1,194	984	2,178
City of Delano	279,451	12,954	10,678	23,632
Golden Empire Transit District	5,882,508	272,677	224,774	497,451
County of Kern	1,194,767	55,382	45,653	101,035
City of McFarland	12,106	561	463	1,024
City of Ridgecrest	159,250	7,382	6,085	13,467
City of Shafter	57,568	2,669	2,200	4,869
City of Taft	360,169	16,695	13,762	30,457
City of Tehachapi	28,252	1,310	1,080	2,390
City of Wasco	31,839	1,476	1,217	2,693
Regional Entity Totals	8,093,822	375,181	309,271	684,452
Kings County Association of Governments				
City of Corcoran	122,620	5,684	4,685	10,369
Kings County Area Public Transit Agency	762,823	35,360	29,148	64,508
Regional Entity Totals	885,443	41,044	33,833	74,877
Lake County/City Council of Governments				
Lake Transit Authority	498,852	23,124	19,061	42,185
Lassen County Local Transportation Commission				
Lassen Transit Service Agency	186,872	8,662	7,140	15,802

**STATE CONTROLLER'S OFFICE**  
**2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL**  
**AUGUST 1, 2023**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections	Funds from RTC Sections	Total
		7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2023-24 Estimate	6051.8(b), and 6201.8(b) Fiscal Year 2023-24 Estimate	Fiscal Year 2023-24 Estimate
		A	B	C= (A+B)
<b>Los Angeles County Metropolitan Transportation Authority</b>				
Antelope Valley Transit Authority	20,326,872	942,230	776,700	1,718,930
City of Arcadia	1,607,131	74,497	61,409	135,906
City of Burbank	3,769,842	174,747	144,048	318,795
City of Claremont	456,234	21,148	17,433	38,581
City of Commerce	4,235,696	196,341	161,848	358,189
City of Culver City	15,278,536	708,220	583,801	1,292,021
Foothill Transit	67,815,955	3,143,535	2,591,282	5,734,817
City of Gardena	13,772,242	638,397	526,244	1,164,641
City of Glendale	8,225,171	381,269	314,288	695,557
City of La Mirada	874,670	40,544	33,422	73,966
Long Beach Public Transportation Company	60,542,189	2,806,368	2,313,348	5,119,716
City of Los Angeles	98,801,791	4,579,850	3,775,266	8,355,116
County of Los Angeles	6,316,927	292,814	241,373	534,187
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	61,756,091	50,906,837	112,662,928
City of Montebello	20,096,742	931,563	767,907	1,699,470
City of Norwalk	9,188,277	425,913	351,089	777,002
City of Pasadena	7,704,457	357,132	294,391	651,523
City of Redondo Beach	2,905,619	134,687	111,025	245,712
City of Santa Clarita	26,010,198	1,205,675	993,863	2,199,538
City of Santa Monica	47,544,183	2,203,859	1,816,687	4,020,546
Southern California Regional Rail Authority***	236,865,779	NA	NA	NA
City of Torrance	20,472,763	948,993	782,275	1,731,268
Regional Entity Subtotals	2,005,084,609	81,963,873	67,564,536	149,528,409
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	5,503,003	4,536,241	10,039,244
Regional Entity Totals	2,005,084,609	87,466,876	72,100,777	159,567,653
<b>Madera County Local Transportation Commission</b>				
City of Chowchilla	524,476	24,312	20,040	44,352
City of Madera	169,785	7,870	6,488	14,358
County of Madera	67,286	3,119	2,571	5,690
Regional Entity Totals	761,547	35,301	29,099	64,400
<b>Mariposa County Local Transportation Commission</b>				
County of Mariposa	73,004	3,384	2,790	6,174
<b>Mendocino Council of Governments</b>				
Mendocino Transit Authority	957,692	44,393	36,594	80,987
<b>Merced County Association of Governments</b>				
Transit Joint Powers Authority of Merced County	1,025,125	47,519	39,171	86,690
Yosemite Area Regional Transportation System (YARTS)	958,913	44,449	36,641	81,090
Regional Entity Totals	1,984,038	91,968	75,812	167,780

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE  
2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL  
AUGUST 1, 2023**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2023-24 Estimate
		Fiscal Year 2023-24 Estimate <b>A</b>	Fiscal Year 2023-24 Estimate <b>B</b>	<b>C= (A+B)</b>
Modoc County Local Transportation Commission Modoc Transportation Agency	107,653	4,990	4,113	9,103
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,824,223	130,914	107,915	238,829
Transportation Agency for Monterey County Monterey-Salinas Transit District	19,637,486	910,274	750,358	1,660,632
Nevada County Local Transportation Commission County of Nevada	369,077	17,108	14,103	31,211
City of Truckee	323,083	14,976	12,345	27,321
Regional Entity Totals	692,160	32,084	26,448	58,532
Orange County Transportation Authority City of Laguna Beach	1,910,271	88,549	72,992	161,541
Orange County Transportation Authority	110,748,483	5,133,626	4,231,756	9,365,382
Regional Entity Subtotals	112,658,754	5,222,175	4,304,748	9,526,923
Orange County Transportation Authority - Corresponding to SCRRA***	NA	2,416,623	1,992,072	4,408,695
Regional Entity Totals	112,658,754	7,638,798	6,296,820	13,935,618
Placer County Transportation Planning Agency City of Auburn	21,830	1,012	834	1,846
County of Placer	5,410,141	250,781	206,724	457,505
City of Roseville	1,175,827	54,504	44,929	99,433
Regional Entity Totals	6,607,798	306,297	252,487	558,784
Plumas County Local Transportation Commission County of Plumas	346,829	16,077	13,253	29,330
County Service Area 12 - Specialized Service	80,198	3,717	3,064	6,781
Regional Entity Totals	427,027	19,794	16,317	36,111
Riverside County Transportation Commission City of Banning	208,349	9,658	7,961	17,619
City of Beaumont	318,557	14,766	12,172	26,938
City of Corona	426,555	19,772	16,299	36,071
Palo Verde Valley Transit Agency	175,762	8,147	6,716	14,863
City of Riverside - Specialized Service	493,635	22,882	18,862	41,744
Riverside Transit Agency	18,329,390	849,639	700,375	1,550,014
Sunline Transit Agency	11,506,078	533,352	439,653	973,005
Regional Entity Subtotals	31,458,326	1,458,216	1,202,038	2,660,254
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	1,229,722	1,013,685	2,243,407
Regional Entity Totals	31,458,326	2,687,938	2,215,723	4,903,661

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE  
2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL  
AUGUST 1, 2023**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections	Funds from RTC Sections	Total
		7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2023-24 Estimate	6051.8(b), and 6201.8(b) Fiscal Year 2023-24 Estimate	Fiscal Year 2023-24 Estimate
		A	B	C= (A+B)
<b>Council of San Benito County Governments</b>				
San Benito County Local Transportation Authority	151,384	7,017	5,784	12,801
<b>San Bernardino County Transportation Authority</b>				
Morongo Basin Transit Authority	1,027,787	47,642	39,272	86,914
Mountain Area Regional Transit Authority	564,732	26,178	21,579	47,757
City of Needles	58,190	2,697	2,223	4,920
Omnitrans	34,279,207	1,588,976	1,309,826	2,898,802
Victor Valley Transit Authority	4,530,204	209,993	173,101	383,094
Regional Entity Subtotals	40,460,120	1,875,486	1,546,001	3,421,487
San Bernardino County Transportation Authority - Corresponding to SCRRRA**	NA	1,241,799	1,023,641	2,265,440
Regional Entity Totals	40,460,120	3,117,285	2,569,642	5,686,927
<b>San Joaquin Council of Governments</b>				
Altamont Corridor Express *	21,420,132	NA	NA	NA
City of Escalon	51,911	2,406	1,984	4,390
City of Lodi	887,825	41,154	33,924	75,078
City of Manteca	77,826	3,608	2,974	6,582
City of Ripon	44,345	2,056	1,694	3,750
San Joaquin Regional Transit District	10,156,807	470,808	388,097	858,905
City of Tracy	194,489	9,015	7,432	16,447
Regional Entity Subtotals	32,833,335	529,047	436,105	965,152
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	667,233	550,014	1,217,247
Regional Entity Totals	32,833,335	1,196,280	986,119	2,182,399
<b>San Luis Obispo Area Council of Governments</b>				
City of Atascadero	37,783	1,751	1,444	3,195
City of Morro Bay	42,401	1,965	1,620	3,585
City of San Luis Obispo Transit	821,105	38,061	31,375	69,436
San Luis Obispo Regional Transit Authority	1,903,882	88,252	72,748	161,000
Regional Entity Totals	2,805,171	130,029	107,187	237,216
<b>Santa Barbara County Association of Governments (SBCAG)</b>				
City of Guadalupe	69,525	3,223	2,657	5,880
City of Lompoc	136,501	6,327	5,216	11,543
County of Santa Barbara	0	0	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	75,114	61,918	137,032
Santa Barbara Metropolitan Transit District	13,488,703	625,254	515,410	1,140,664
City of Santa Maria	906,214	42,007	34,627	76,634
City of Solvang	104,313	4,835	3,986	8,821
Regional Entity Totals	16,325,709	756,760	623,814	1,380,574

\* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

**STATE CONTROLLER'S OFFICE  
2023-24 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL  
AUGUST 1, 2023**

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC Sections 6051.8(b), and 6201.8(b)	Total Fiscal Year 2023-24 Estimate
		Fiscal Year 2023-24 Estimate <b>A</b>	Fiscal Year 2023-24 Estimate <b>B</b>	<b>C= (A+B)</b>
Santa Cruz County Transportation Commission Santa Cruz Metropolitan Transit District	34,885,448	1,617,077	1,332,991	2,950,068
Shasta Regional Transportation Agency Redding Area Bus Authority	1,357,867	62,942	51,885	114,827
Sierra County Local Transportation Commission County of Sierra - Specialized Service	17,768	824	679	1,503
Siskiyou County Local Transportation Commission County of Siskiyou	271,330	12,577	10,368	22,945
Stanislaus Council of Governments Stanislaus Regional Transit Authority City of Turlock	4,244,345 293,666	196,742 13,613	162,178 11,221	358,920 24,834
Regional Entity Totals	4,538,011	210,355	173,399	383,754
Tehama County Transportation Commission County of Tehama	194,589	9,020	7,435	16,455
Trinity County Transportation Commission County of Trinity	76,212	3,533	2,912	6,445
Tulare County Association of Governments City of Porterville City of Tulare County of Tulare Tulare County Regional Transit Agency City of Visalia	846,792 589,094 1,191,032 290,035 4,391,535	39,252 27,307 55,209 13,445 203,565	32,356 22,510 45,510 11,082 167,803	71,608 49,817 100,719 24,527 371,368
Regional Entity Totals	7,308,488	338,778	279,261	618,039
Tuolumne County Transportation Council Tuolumne County Transit Agency	203,234	9,421	7,766	17,187
Ventura County Transportation Commission City of Camarillo Gold Coast Transit District City of Moorpark City of Simi Valley City of Thousand Oaks	751,079 4,272,461 299,991 1,167,392 423,749	34,815 198,045 13,906 54,113 19,642	28,699 163,253 11,463 44,607 16,192	63,514 361,298 25,369 98,720 35,834
Regional Entity Subtotals	6,914,672	320,521	264,214	584,735
Ventura County Transportation Commission - Corresponding to SCRRA**	NA	588,510	485,122	1,073,632
Regional Entity Totals	6,914,672	909,031	749,336	1,658,367
<b>STATE TOTALS</b>	<b>\$ 5,696,443,829</b>	<b>\$ 264,052,500</b>	<b>\$ 217,664,000</b>	<b>\$ 481,716,500</b>

\*\*\* The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



**Metropolitan  
Transit  
System**

## **Agenda Item No. 7**

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

December 14, 2023

**SUBJECT:**

Clean California Local Grant Program (Cycle 2) Beyer Blvd Pathway Beautification –Grant Project Funding Determination Project is Exempt from Environmental Review under the California Environmental Quality Act and approval of Project

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 23-13 (in substantially the same format as Attachment A) in order to:

- 1) Authorize the use of FY 2023-24 Clean California grant funding in the amount of, \$1,604,000 for the Beyer Blvd Pathway Beautification Project; and
- 2) Authorize \$535,000 in local match funding for the Beyer Blvd Pathway Beautification Project and
- 3) Determine that Project is exempt from environmental review under the California Environmental Quality Act; and
- 4) Approve the Project.

**Budget Impact**

The Clean California Local Grant Program – Cycle 2 requires local match funding. The required local match ranged from 0% (i.e., no local match required) to 50% of the total grant amount requested. The percentage was determined based on the “severity of disadvantage” (SOD) of the community surrounding the project utilizing census tract data. MTS’s required match is 25% of the total project cost. Local match funding will come from the MTS Capital Improvement Program (CIP) 1009116601 (Social Equity Listening Tour) funding.

**DISCUSSION:**

The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. Assembly Bill 149 (Sec.16) created the CCLGP of 2021 and was



codified under Streets and Highway Code §91.41 et al. The Program is one part of the nearly \$1.1 billion Clean California (Clean CA) initiative that takes direct aim at the continuous trash accumulation that has overwhelmed the California Department of Transportation (Caltrans) and its partners. Other parts of the Clean CA initiative include litter abatement efforts, state beautification and safety projects, and public education campaigns. Significant investments in time and resources are needed to collect, recycle, and dispose of litter and hazardous waste.

Approximately \$100 million was added to the CCLGP to be made available in the fiscal year (FY) 2023-2024 State budget. This funding will be used to implement this second cycle of funding for the program.

On October 9, 2023, MTS was notified by Caltrans that MTS's CCLGP Cycle 2 application for the Beyer Blvd Pathway Beautification Project received funding with a 25% match requirement. MTS as the lead applicant requested design and construction funding for the Beyer Blvd Pathway Beautification Project, in partnership with Casa Familiar. Casa Familiar will support MTS in expanding its current public engagement efforts to beautify and improve the pathway along the trolley line from the San Ysidro community to the Beyer Blvd. Trolley Station. Casa Familiar will ensure the engagement of a diverse demographic that is representative of the targeted area. The Beyer Blvd Pathway Beautification Project falls directly in line with public engagement feedback of public safety and air quality mitigations. Through the project enhancements, community residents and public transit riders will receive a modernized and safe access pathway to the Beyer Blvd Trolley Station and the San Ysidro Community. The project includes:

- Concrete repair or replacement for safer and improved pedestrian and bike pathway access;
- Energy Efficient Lighting;
- Drought-Tolerant Greenery; and
- Culturally Appropriate Public Art

The project pathway is parallel to MTS's trolley tracks, positioned within MTS's right-of-way, resulting in no additional permissions or permits required for the project work. The pathway is located between West Seaward Avenue and West Park Avenue, and is adjacent to the MTS trolley tracks and the Paseo de la Paz Apartments, a 137-unit affordable housing apartment complex, completed in 2020. This pathway will better connect pedestrians and bicyclists to the MTS Beyer Blvd Trolley Station.

Compliance with California Environmental Quality Act:

The project is exempt from environmental review under the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq. and Title 14 of the California Code of Regulations, section 15000 et seq. ("State CEQA Guidelines"). More specifically, the project is statutorily exempt under Public Resources section 21080.25, subdivision (b)(1) as a transit related project. The Project is categorically exempt under State CEQA Guidelines sections 15301 (Class 1) as repair, maintenance or minor alteration of existing public structures and facilities; 15302 (Class 2) as the replacement or reconstruction of existing structures and facilities; and section 15304 (Class 4) as minor alternations in the condition of land or vegetation.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 23-13 in order to:

- 1) Authorize the use of FY 2023-24 Clean California grant funding in the amount of, \$1,604,000 for the Beyer Blvd Pathway Beautification Project; and
- 5) Authorize \$535,000 in local match funding for the Beyer Blvd Pathway Beautification Project and
- 6) Determine that Project is exempt from environmental review under the California Environmental Quality Act; and
- 7) Approve the Project.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Resolution No.23-13



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 23-13

Resolution of The MTS Board of The San Diego Metropolitan Transit System (MTS)  
Authorizing the Chief Executive Officer to Execute Agreements with  
The California Department of Transportation for The Beyer Blvd Pathway Beautification Project, Finding  
the Project Exempt from Environmental Review under the California Environmental Quality Act; and  
Approving the Project

WHEREAS, the San Diego Metropolitan Transit System (MTS) is eligible to receive State funding for certain transportation related work through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program;

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments thereto the Chief Executive Officer; and

Described and define "Project" here

WHEREAS, MTS, as lead agency under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* ("CEQA") and accompanying regulations in Title 14 of the California Code of Regulations, section 15000 *et seq.* ("State CEQA Guidelines"), has determined that the project is statutorily and categorically exempt from environmental review; and

WHEREAS, MTS has considered all comments received at the public meeting on December 14, 2023, prior to adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the MTS Board, authorize the Chief Executive Officer, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

BE IT FURTHER RESOLVED that the Board finds the Project is statutorily exempt under Public Resources section 21080.25, subdivision (b)(1) because it consists of pedestrian and bicycle facilities that improve safety, access, or mobility within the public right-of-way. The Project satisfies the criteria in subdivision (c) because MTS is a local agency caring out the Project and is the lead agency for the Project; the Project would not induce single-occupancy vehicle trips; the Project does not require demolition of affordable housing units; and the Project will be completed by a skilled and trained workforce.

BE IT FURTHER RESOLVED that the Project is also categorically exempt from environmental review under State CEQA Guidelines section 15301 (Class 1) as a transit related improvement project consisting of the operation, repair, maintenance or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. This includes, but is not limited to, existing sidewalks, bicycle and pedestrian trails and similar facilities, as well as restoration or rehabilitation of deteriorated or damaged structures or facilities to meet current standards of public health and safety.

BE IT FURTHER RESOLVED that the Project is also exempt under State CEQA Guidelines section 15302 (Class 2) as the replacement or reconstruction of existing structures and

facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

BE IT FURTHER RESOLVED that the Project is exempt under State CEQA Guidelines section 15304 (Class 4) because it consists of minor alterations in the condition of land or vegetation that do not involve removal of healthy, mature, scenic trees.

BE IT FURTHER RESOLVED that none of exceptions to the categorical exemptions in State CEQA Guidelines section 15300.2 apply. The Project is not located in a sensitive environment as the Project impact area is within disturbed areas of the site. The cumulative impact of successive projects of the same types in the same place over time would not be significant because the Project is limited in size, scope, and distance from any adjacent development and there are no reasonably foreseeable projects that would result in cumulative impacts with the Project. Additionally, the Project does not involve any unusual circumstances. The Project's circumstances would not differ significantly from the circumstances typical of the class of projects covered by the categorical exemptions. Accordingly, there is no reasonable possibility the Project would have a significant effect on the environment due to unusual circumstances. Further, the Project would not result in damage to scenic resources within a highway officially designated as a state scenic highway, would not be located on a site designated pursuant to Government Code 65962.5 (hazardous waste site), and would not involve any improvements, modifications, or other changes to an historical resource.

BE IT FURTHER RESOLVED that the documents and materials associated with the Project that constitute each record of proceeding on which these findings are based are located at 1255 Imperial Avenue, San Diego, California 92101. The Clerk of the Board is the custodian of the record of proceedings.

BE IT FURTHER RESOLVED that the Board approves the Project.

PASSED AND ADOPTED, by the Board of Directors this 14<sup>th</sup> day of December 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

\_\_\_\_\_  
Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

\_\_\_\_\_  
Clerk of the Board  
San Diego Metropolitan Transit System

\_\_\_\_\_  
General Counsel  
San Diego Metropolitan Transit System



**Metropolitan  
Transit  
System**

## **Agenda Item No. 8**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Clean California Local Grant Program (District Transit Partnership Program) South Bay Transit Beautification – Grant Project Funding

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 23-14 (in substantially the same format as Attachment A) in order to authorize the use of FY 2023-24 Clean California grant funding in the amount of \$1,001,000 for the South Bay Transit Beautification Project.

Budget Impact

There are no matching requirements for this grant award. This project grant funding will be programmed in FY25 Capital Improvement Program (CIP).

**DISCUSSION:**

The California Department of Transportation (Caltrans) developed the Clean California (Clean CA) District Transit Partnership Program for the successful delivery of transit projects through collaboration between the Clean CA Program, Caltrans districts, and local/transit agencies. This initiative is centered around the critical role of Caltrans districts in delivering this initiative and underscores the importance of district partnerships with local/transit agencies in their respective jurisdictions.

The program aims to enhance public transit infrastructure, focusing on active transportation, micro-mobility, and transit station enhancements with art, landscaping, or similar improvements to bus stops and stations. By prioritizing districts and transit agencies facing challenges in waste management, graffiti, and aesthetic appeal, it addresses critical needs while aligning with the California State Transportation Agency objectives on climate action.

On October 9, 2023, MTS was notified by Caltrans that MTS's Clean California Local Grant Program (District Transit Partnership Program) application for the South Bay Transit Beautification Project received funding for the total project cost.



The South Bay Transit Beautification Project will further MTS's ongoing endeavors of the Social Equity Listening Tour's Bigbelly Trash Container waste management program and install containers at seven additional stations, with the San Ysidro station itself set to receive 12 new recycling and 12 new landfill units. The other stations incorporated in this proposed expanded program comprise of E Street, H Street, Palomar Street, Palm Avenue, Iris Avenue, Beyer Blvd, and San Ysidro. This grant funding will also provide for two (2) art murals at the E Street Transit Center, located in the City of Chula Vista. This project, through mural and waste management components, emphasizes MTS's commitment to continue the initiatives to maintain clean, accessible, and inviting spaces and to promote active transportation through appealing aesthetics.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 23-14 in order to authorize the use of FY 2023-24 Clean California grant funding in the amount of \$1,001,000 for the South Bay Transit Beautification Project.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Resolution No.23-14

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 23-14

Resolution of The Mts Board of The San Diego Metropolitan Transit System (MTS)  
Authorizing the Chief Executive Officer to Execute Agreements with the  
California Department of Transportation for The South Bay Transit Beautification Project

WHEREAS, the San Diego Metropolitan Transit System (MTS) is eligible to receive State funding for certain transportation related work through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program (State) District Transit Partnership Program;

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments thereto the Chief Executive Officer; and

NOW, THEREFORE, BE IT RESOLVED by the MTS Board, authorize the Chief Executive Officer, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED, by the Board of Directors this 14<sup>th</sup> day of December 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

\_\_\_\_\_  
Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

\_\_\_\_\_  
Clerk of the Board  
San Diego Metropolitan Transit System

\_\_\_\_\_  
General Counsel  
San Diego Metropolitan Transit System



**Metropolitan  
Transit  
System**

## **Agenda Item No. 9**

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

December 14, 2023

**SUBJECT:**

SD100 Light Rail Vehicle (LRV) Replacement Project – Funds Transfer

**RECOMMENDATION:**

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

- 1) Approve the transfer of Federal Transit Administration (FTA) Section 5337 funding in the amount of \$2,640,000 from the Downtown Parallel Cable Project to the SD100 LRV Replacement Project; and
- 2) Approve the transfer of FTA Section 5337 funding in the amount of \$851,766 from the A-Yard Catenary Replacement Project to the SD100 LRV Replacement Project to continue the 47 Siemens SD10 LRV vehicle replacement.

**Budget Impact**

There would be no change to the overall Capital Improvement Program (CIP) amount.

This transfer will add additional \$3,491,766 to the already approved budget of \$190 million funded in previous years' CIPs to continue funding the SD100 LRV Replacement project (CIP 2002002702).

The Downtown Parallel Feed Cable project (CIP 2006114701) budget of \$3.3 million will be reduced by \$2,640,000, but the full matching funds of \$660,000 from Transportation Development Act (TDA) funds will remain within the project for completing the remaining design. The A-Yard Catenary Replacement project (CIP 2005122401) budget of \$1.3 million will be reduced by the amount of \$851,766, while the full TDA matching fund of \$448,234 will remain within the project for completing the remaining design.

These projects will be fully funded in a future fiscal year CIP.



DISCUSSION:

During the Fiscal Year (FY) 24 CIP, MTS programmed the Downtown Parallel Feeder Cable project and A-Yard Catenary Replacement project to be funded with FTA Federal Fiscal Year (FFY) 2023 Section 5337 formula funding, and grant application FAIN CA-2023-140-02 was submitted to obligate the funding for MTS. FTA funding is structured on a reimbursement basis (after expenses are incurred), and the expectation by FTA is all funding will be used in a timely manner. As explained below, both projects have experienced project delays that may not meet the FTA's expectation of timely use of these funds.

**Downtown Parallel Feeder Cable Project**

MTS programmed \$2,640,000 in FTA FFY 2023 Section 5337 funds and \$660,000.00 in TDA as a required match toward the replacement of the downtown parallel feeder cables. The downtown parallel feeder cables are over 40 years old and overdue for replacement. These cables were the original installation of the downtown Trolley system. The design is currently underway. The original plan was for MTS to utilize the existing conduit and vault, but after trenching was conducted during the design phase, MTS was advised the conduit and vault would need to be replaced. This project now has a much higher estimated cost as opposed to the original estimate of \$3.3 million, and a new estimated project completion timeline through FY 2029.

Project Budget (Approved in FY24 CIP):

FTA Section 5337:	\$2,640,000
TDA (required match):	\$660,000
Total Project Budget:	\$3,300,000

**A-Yard Catenary Replacement Project**

MTS programmed \$851,766 in FTA FFY 2023 Section 5337 funds and \$448,234 of TDA toward the design and a portion of the construction for the rehabilitation of the Overhead Catenary System A-Yard project. The design is currently on-going.

The A-Yard is MTS's main rail yard located at 1501 Newton Avenue, San Diego. The rehabilitation of the overhead catenary system (OCS) in the A-Yard includes the replacement of OCS poles and wire. MTS expects the procurement of the materials to have a year-long lead time. The installation will be completed by in-house MTS personnel, and is expected to span five to seven years from start to completion of the project.

Project Budget (Approved in FY24 CIP):

FTA Section 5337:	\$851,766
TDA (required match):	\$448,234
Total Project Budget:	\$1,300,000

**SD100 LRV Replacement Project**

In June 13, 2019, the MTS Board approved the execution of a contract with Siemens Mobility Inc. to purchase up to 47 new Siemens SD10 low-floor LRVs—a base order of 25 vehicles with an option to purchase 22 more. In May 5, 2021, MTS exercised the option order, and the SD100 LRV Replacement project requires a budget of \$219 million. MTS began programming funds for

this project in FY 2015 CIP, and now has an approved budget of \$190 million as of FY 2024 CIP. This project is not currently fully funded but is expected to be included in future CIPs to complete the funding.

In October 2024, Siemens notified MTS that the SD10 production and schedule of payments for the option order will be slightly ahead of schedule. The funding transfer will add a total of \$3,491,766 to the project and allow MTS to fulfill milestone invoice payments as well as to request federal fund disbursements to meet FTA's timely use of fund expectations.

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

- 1) The transfer of FTA Section 5337 fund in the amount of \$2,640,000 from the Downtown Parallel Cable Project to the SD100 LRV Replacement Project; and
- 2) The transfer of FTA Section 5337 fund in the amount of \$851,766 from the A Yard Catenary Replacement Project to the SD100 LRV Replacement Project to continue funding the procurement of 47 Siemens SD10 LRVs.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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





**Metropolitan  
Transit  
System**

## **Agenda Item No. 10**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Amendments to County and MTS Sublease (Mills Building)

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute an Amendment to Sublease between MTS and the County of San Diego (County) related to the Mills Building located at 1255 Imperial Avenue in San Diego, in substantially the same format as Attachment A.

**Budget Impact**

The revised Sublease will cause the County and MTS shares of Mills Building operating and capital project costs to be adjusted by 2.69%. The increase in rentable square footage used by MTS also reduces the annual Ground Lease revenue MTS receives from the County by \$54,013. Although the Operating and Capital Expenses (OP/CIP), which are offset by Parking Revenue, can vary significantly from year to year, it is estimated that the increased annual Op/CIP cost to MTS for the additional rentable space will be \$176,560. Combined with reduced ground lease rent revenue, this results in a total estimated annual cost to MTS of approximately \$230,574.

**DISCUSSION:**

MTS and County jointly own and occupy the Mills Building located at 1255 Imperial Avenue through a joint powers agency formed in 1987, the San Diego Regional Building Authority (SDRBA). The Mills Building construction was completed in 1989. The office building was constructed on property owned by MTS and ground leased to the SDRBA.<sup>1</sup> The SDRBA separately purchased the parking structure parcel. The SDRBA then leased the entire project, including the office building and the Parking Structure, to the County.<sup>2</sup> Finally, the County subleased portions of the project to MTS, including: the 1<sup>st</sup> floor retail spaces, 9<sup>th</sup> floor, 10<sup>th</sup> floor, and the right to use up to 220 parking spaces in the garage.<sup>3</sup> Construction of the project was

<sup>1</sup> See Amended and Restated Ground Lease dated as of May 1, 2011 between MTS and SDRBA, recorded in the Official Records of San Diego County as Document No. 2011-0225737.

<sup>2</sup> See Lease dated as of May 1, 2011 between County and SDRBA, recorded in the Official Records of San Diego County as Document No. 2011-0225739.

<sup>3</sup> See Sublease dated as of May 1, 2011 between County and MTS, recorded in the Official Records of San Diego County as Document No. 2011-0225740.



funded jointly by MTS and County, through a series of certificates of participation (COP) transactions. The COPs were paid off in November 2019, resulting in direct ground lease rent payments to MTS for the first time.<sup>4</sup> On May 13, 2021 (AI 19), the Board approved amendments to the agreements that transferred control of portions of the 8<sup>th</sup> floor from County to MTS and made other adjustments.

Under the Ground Lease, Lease, and Sublease, MTS and County have assigned various cost and ownership shares to each party, to be paid as rent. The cost share terms are as follows:

	<b>Rental Rate Calculation</b>	<b>2019-2024 annual rent:</b>	<b>MTS Share</b>	<b>County Share</b>
<b>Ground Lease</b>  MTS to SDRBA  <i>Mills Bldg parcel only</i>	Market Rate adjustment November 2019 (CPI increase every 5 years until next market adjustment in 2042).	\$2,007,936	34.87%  \$(1,307,769)	65.13%  Results in \$1,307,769 owed to MTS as annual ground lease rent
<b>Lease</b>  SDRBA to County  <i>Mills Bldg Parcel and Parking Structure Parcel</i>	County to pay Ground Lease Rent (above) and Mills Building Operating Costs	FY 24 OpEx & CIP Budget	33.22%	66.78%
<b>Sublease</b>  County to MTS  <i>1<sup>st</sup> Floor Retail, 8<sup>th</sup> (partial), 9<sup>th</sup> &amp; 10<sup>th</sup> Floors, 220 Parking Spaces</i>	Commits MTS to paying 33.22% share of operating costs from Lease; MTS and County pay full costs of special projects in occupied space.	FY 24 OpEx & CIP Budget Shares:	\$1,666,626	\$4,249,496 <sup>5</sup>
<b>NET FY 24 COST</b>			\$358,858 MTS Cost	\$5,557,265 County Cost

MTS Additional Space Needs – 8<sup>th</sup> Floor and Other Adjustments

Effective July 1, 2021, under Amendment No. 1 to the lease documents, MTS took over 12,505 square feet of the 8<sup>th</sup> Floor office space from the County. Today’s proposed action would transfer the remaining 4,539 square feet of office and common area space on the 8<sup>th</sup> Floor from the County to MTS. The County would retain 800 square feet used as a Teledata room for other floors in the building. MTS and the County also agreed to shift costs related to the

<sup>4</sup> Effective November 2019, the COP debt burden was fully paid (reducing MTS costs) and the ground lease rental rate was increased after a market rate adjustment, resulting in a significant increase in annual revenue to MTS.

<sup>5</sup> This figure includes \$1,469,931 direct costs for special County projects. \$4,426,881 was subject to 33.22%/66.78% split.

building management and building security offices from an MTS cost to a common building cost. The result of these shifts in building square footage is to increase MTS's pro rata share of the building by 2.69%. This shift would be effective January 1, 2024.

MTS and County staff propose that the Sublease be amended, effective January 1, 2024, to reflect the above 2.69% shift in square footage, with the Cost Share percentages being revised on a pro rata basis:

Ground Lease Rent (currently 34.87%/65.13%):

MTS – 37.56%; County 62.44%

Operating Cost Share (currently 33.22%/66.78%):

MTS – 35.91%; County 64.09%

Recommendation

Therefore, today's proposed action recommends that Board authorize the CEO to execute an Amendment to Sublease between MTS and the County related the Mills Building located at 1255 Imperial Avenue in San Diego, in substantially the same format as Attachment A.

/s/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Draft Sublease Amendment

**Amendment No. 2 to**  
**Sublease dated as of May 1, 2011**  
**by and between the**  
**COUNTY OF SAN DIEGO**  
**and the**  
**SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD**

This Amendment No. 2 to Sublease (Amendment), is executed and entered into as of January 1, 2024, by and between the COUNTY OF SAN DIEGO, a political subdivision duly organized and existing under the Constitution and laws of the State of California (the "County") and the SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD, an agency duly organized and existing under and by virtue of the laws of the State of California (the "MTDB").

**RECITALS**

A. Pursuant to a ground lease dated November 1, 1987, MTDB leased certain land to the San Diego Regional Building Authority (Authority) for the construction of the James R. Office Building located at 1255 Imperial Avenue in San Diego, CA (Office Building). The ground lease was amended and/or restated over subsequent years, with the current operative document being dated May 1, 2011 and recorded in the Official Records of the San Diego County Recorder's Office as Document No. 2011-0225737 (Ground Lease). The Ground Lease obligates the Authority to pay ground rent for use of the Office Building land and recognizes that a portion of the ground rent is paid and received by MTDB, leaving only a 73.4% County share to be paid through a sublease rent credit or direct payment to MTDB.

B. The Authority is a joint powers agency created by MTDB and County in 1987 for the purpose of funding, financing, and constructing the Office Building, its neighboring Parking Structure, and other public facilities.

C. The Authority completed construction of the Office Building and Parking Structure in 1989 (the Office Building and Parking Structure are collectively referred to as the "Facilities"). Upon initial occupancy, the County occupied the 2<sup>nd</sup> through 8<sup>th</sup> Floors of the Office Building and had the right to use approximately 78.04% of the Parking Structure. MTDB occupied the 1<sup>st</sup> Floor retail space, 9<sup>th</sup> and 10<sup>th</sup> Floors of the Office Building, the Rail Facilities, and had the right to use approximately 220 spaces in the Parking Structure. These occupancy rights were documented in the Sublease described in Paragraph E.

D. At that time, the Authority leased the Facilities to the County. The Lease between the Authority and the County dated May 1, 2011 and recorded in the Official Records of the San Diego County Recorder's Office as Document No. 2011-0225739 is the current operative lease document (Lease). The Lease obligates County to pay to the Authority all costs related to (1) the County's proportional share of ground rent owed to MTDB under the Ground Lease; (2) the debt service for the construction of the Facilities, (3) the operating costs for the Facilities, and (4) other costs incurred by Authority related to the Facilities.

E. County then subleased the 1<sup>st</sup> Floor retail space, 9<sup>th</sup> and 10<sup>th</sup> Floors of the Office Building, the Rail Facilities, and approximately 220 spaces in the Parking Structure to MTDB. The current operative sublease between County and MTDB is dated May 1, 2011 and recorded in the Official Records of the San Diego County Recorder's Office as Document No. 2011-0225740 (Sublease). The Sublease obligates MTDB to pay to County a proportionate share of the rent owed to Authority under the Lease, including costs related to (1) the debt service for the construction of the Facilities, (2) the operating costs for the Facilities, and (3) other costs incurred by Authority related to the Facilities.

F. County and MTDB also acknowledge that Certificates, as defined in the Ground Lease, have been fully paid as of November 1, 2019, and that various rental obligations related to the payments of the Certificates or other debt service no longer apply.

G. In Amendment No. 1, effective July 1, 2021, County and MTDB amended the Sublease to reallocate their space needs in the Mills Building. MTDB took over use of approximately 12,685 square feet of additional office space on the 8<sup>th</sup> Floor and 1,499 square feet of 1<sup>st</sup> Floor garage space and County took over 1,078 square feet of 1<sup>st</sup> Floor retail space and an exterior patio. Amendment No. 1 adjusted the proportionate share of the rental obligations that resulted from this reallocation.

H. MTDB and County intend to further reallocate their space needs effective January 1, 2024. MTDB will be taking over 4,539 square feet of additional office space on the 8<sup>th</sup> Floor. MTDB and County have also agreed to shift the Mills Building management office and the security office on the 1<sup>st</sup> floor to common building expenses instead of MTDB expenses.

I. County and MTDB desire to amend the Sublease to increase the space occupied by MTDB and to transfer certain space to County, and adjust the rental obligations accordingly.

## AGREEMENT

County and MTDB agree to amend the Sublease as follows:

1. Section 1.01 Definitions. The following definitions are hereby amended and restated as:

### MTDB Proportionate Share

"MTDB Proportionate Share" means 35.91%.

### MTDB Sublease Rent Credit

"MTDB Sublease Rent Credit" means County's share of the Ground Lease Minimum Rent, which is an amount equal to 62.44% of the Minimum Rent, as such term is defined in Section 3.1.2 of the Ground Lease.

### Sublease

"Sublease" means the Sublease executed and entered into as of May 1, 2011, by and between MTDB, as sublessee, and the County, as sublessor, under which MTDB is leasing the Subleased Facilities, as amended by Amendment No. 1 effective July 1, 2021 and as further amended by this Amendment No. 2 effective January 1, 2024.

### Subleased Facilities

“Subleased Facilities” means Floor 8 (with the exception of the Teledata Room); Floor 9 and Floor 10 in the Office Building; retail units on the first floor of the Office Building (with the exception of the 1,078 square feet space designated as Unit 100 plus the connected 1,250 square foot patio); the lab space adjacent to the Parking Structure; the Third Rail; the right to use and occupy 220 spaces in the Parking Structure; and rights of ingress and egress to the Office Building common areas and elevators so that employees, guests, and licensees may have access to the Office Building floors being leased to MTDB hereunder and to the Parking Structure so as to use and occupy Subleased Facilities therein. The assigned Subleased Facilities, and the Office Building space retained by County are itemized in Exhibit A to this Amendment. Exhibit A also clarifies that the Building Management Office and Building Security Offices on Floor 1 are not included in the definition of “Subleased Facilities” and are instead considered common areas for purposes of rental allocations.

2. Section 5.01 Rental Payments is revised to read as follows:

Section 5.01. Rental Payments. The parties acknowledge that the Rental Payments due under this Section 5.01 are a compilation of each party’s share of various revenues and costs under the Ground Lease, Lease, and this Sublease. In any given year, this may result in a payment from MTDB to County, or conversely, a payment from County to MTDB. MTDB agrees to pay to the County, its successors or assigns, without deduction or offset of any kind, as rental for the use and occupancy of the Subleased Facilities, the following amounts at the following times:

(a) Base Rental. All Outstanding Certificates have been paid off and therefore no Sublease Base Rental Payments are due as of November 1, 2019.

(b) Sublease Additional Rental. MTDB shall also pay, as rental hereunder in addition to the Sublease Base Rental Payments, as hereinafter provided, such amounts (“Sublease Additional Rental”) in each year as shall be required for the following: the MTDB Proportionate Share of insurance premiums paid by the County for insurance required hereunder, the MTDB Proportionate Share of Common Costs payable for the Facilities as a whole and the MTDB Proportionate Share of any taxes levied against the County with respect to the Facilities as a whole.

The foregoing Sublease Additional Rental other than that related to Common Costs shall be billed to MTDB by County from time to time, together with a statement certifying that the amount billed has been incurred or paid by the County, for one or more of the items above described, or that such amount is then so payable for such items. Amounts so billed shall be paid by MTDB not later than the latest time as such amounts may be paid without penalty or, if no penalty is associated with a late payment of such amounts, within 30 days after receipt of a bill by MTDB for such amounts. The obligation of MTDB to pay Sublease Additional Rental shall continue throughout the term of this Sublease even though no Certificates or Additional Certificates are Outstanding.

With respect to Common Costs attributable to MTDB:

(i) During the last month of each Lease Year, or as soon thereafter as practicable, MTDB and County shall mutually agree on the budget estimate of the amounts payable

as Common Costs for the following Lease Year. In the event of disagreement between MTDB and County on the budget estimate, the Authority shall set the budget amount. The proposed Common Costs budget shall then be presented to the Authority for approval consistent with the Authority’s rules and procedures. County shall issue an invoice to MTDB on or before the first day of each month during the following Lease Year, and MTDB shall pay to the County one-twelfth (1/12th) of the MTDB Proportionate Share of such estimated amounts; provided, however, that if the new Lease Year’s budget estimate has not been finalized by the last month of the prior Lease Year, then MTDB shall continue to pay on the basis of the prior Lease Year’s budget estimate until the first day of the calendar month next succeeding the date the new Lease Year’s budget is established. If at any time or times it is determined that the amounts payable as Common Costs for the current Lease Year vary from its earlier budget estimate, the County, by notice to MTDB, shall provide to MTDB the revised budget estimate for such Lease Year, and subsequent payments by MTDB for such shall be based upon such revised estimate.

(ii) MTDB and County agree that *after* the Common Costs have been calculated and the MTDB Proportionate Share of such costs has been calculated, any revenue generated from the Parking Structure shall be applied to reduce the Common Costs owed by MTDB and County according to the following shares:

<b>Parking Structure Revenue Share</b>	
<b>MTDB</b>	<b>County</b>
24.95%	75.05%

(iii) Following the end of each Lease Year, the County shall deliver to MTDB a statement of amounts payable by MTDB its MTDB Proportionate Share as Common Costs for such Lease Year. If such statement shows an amount owing by MTDB that is less than the payments for such Lease Year previously made by MTDB, and if no Event of Default has occurred and is continuing at the time such statement is delivered, the County shall credit such amount to the next payments of Sublease Additional Rental falling due under this Sublease. If such statement shows an amount owing by MTDB that is more than the estimated payments for such Lease Year previously made by MTDB, MTDB shall pay the deficiency to the County within thirty (30) days after delivery of such statement. The respective obligations of the County and MTDB under this paragraph shall survive the Expiry Date, and, if the Expiry Date is a day other than the last day of a Lease Year, the adjustment in rent payments for Common Costs pursuant to the Lease Year in which the Expiry Date occurs shall be prorated in the proportion that the number of days in such Lease Year preceding the Expiry Date bears to 365.

(c) Consideration.

(i) Such payments of Sublease Base Rental Payments and Sublease Additional Rental for each Sublease Year or portion thereof during the term of this Sublease shall constitute the total rental for such Sublease Year or portion thereof and shall be paid or payable by MTDB for and in consideration of the right of the use and possession of, and the continued quiet use and enjoyment of, the Subleased Facilities. The parties hereto have agreed and determined that the annual fair rental value of the Subleased Facilities is not less than the maximum Sublease Base Rental Payments payable hereunder in

any year. In making such determinations of annual fair rental value, consideration has been given to a variety of factors including the replacement costs of the existing improvements on the Subleased Facilities, other obligations of the parties under this Sublease, the uses and purposes which may be served by the improvements on the Subleased Facilities and the benefits therefrom which will accrue to MTDB and the general public.

(d) Payment; Credit. Each installment of Sublease Base Rental Payments payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the County, or such other place as the County shall designate. Any such installment of rental accruing hereunder which shall not be paid when due shall remain due and payable until received by the County, and to the extent permitted by law shall bear interest at the rate of ten percent per annum from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between MTDB and the County, MTDB shall make all rental payments when due, without deduction or offset of any kind, other than as expressly provided herein, and shall not withhold any rental payments pending the final resolution of any such dispute. In the event of a determination that MTDB was not liable for said rental payments or any portion thereof, said payments or excess of payments, as the case may be, shall, at the option of MTDB, be credited against subsequent rental payments due hereunder or be refunded at the time of such determination.

(e) County Ground Lease Rent. MTDB and County agree that the County's share of Ground Lease Rent owed to MTDB, as set forth in Exhibit B and the Lease, shall be reduced from 65.13% to 62.44%, consistent with the adjustment to Subleased Facilities set forth in Exhibit A.

3. Exhibit B is replaced in its entirety by the attached revised Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Sublease by their officers thereunto duly authorized as of the day and year first written above.

SAN DIEGO METROPOLITAN TRANSIT  
DEVELOPMENT BOARD, as sublessee

COUNTY OF SAN DIEGO, as sublessor

By: \_\_\_\_\_  
Sharon Cooney  
Chief Executive Officer

By: \_\_\_\_\_  
Marko Medved  
Director  
Department of General Services

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors





APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Karen Landers  
MTDB General Counsel

By: \_\_\_\_\_  
Inna Zazulevskaya  
Senior Deputy County Counsel

EXHIBIT A

OFFICE BUILDING SPACE ALLOCATION UNDER "SUBLEASED FACILITIES" DEFINITION

EXHIBIT B  
GROUND LEASE MINIMUM RENT SCHEDULE



**Metropolitan  
Transit  
System**

## **Agenda Item No. 11**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Addition of Six (6) Full Time Equivalent Positions: Capital Projects, Procurement and Human Resources Departments – Additional Staffing

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to add two (2) Project Managers, two (2) Procurement Specialists and two (2) Talent Acquisition Specialists to the position tables previously approved in the Fiscal Year 2024 budget.

**Budget Impact**

The total net annual cost for all positions (including both wage and benefits) is expected to increase by approximately \$748,000.

- **Capital Projects Department:** The Sr. Project Manager will be in Salary Grade #11 (\$84,899 to \$172,663), and the Project Manager will be in Salary Grade #10 (74,148 - \$150,795) and is estimated to annually cost \$320,000.
- **Procurement Department:** The Procurement Specialists will be in Salary Grade #8 (\$56,557 to \$115,023) and is estimated to annually cost \$204,000.
- **Human Resources Department:** The Talent Acquisition Specialists will be in Salary Grade #8 (\$56,557 to \$115,023) and is estimated to annually cost \$224,000.

**DISCUSSION:**

With the passage of Senate Bill (SB) 125, recent additional Transit and Intercity Rail Capital Program (TIRCP) grant awards (\$60 million) and cash receipts within Transportation Development Act (TDA) funds, MTS will be establishing an increasing number of projects that are required through the grant awards and through the additional state funds received.

As a result of this additional funding, four additional positions have been identified as necessary for MTS going forward (two within the Capital Projects Department, and two within the Procurement Department). It is anticipated that additional capital projects will be established which will require staff to procure and establish contractual agreements with design and construction partners, and to internally manage the growing number of capital projects from



design through construction and project closeout, as well as other non-capital procurement requirements.

Furthermore, MTS has increased overall staffing levels throughout the Agency significantly without any additional staffing to support the recruitment of these new or added positions. In the last decade, MTS has increased its total Full Time Equivalents (FTE) by over 20% increasing from approximately 1,400 FTE to 1,700+, which include the 85 positions to support the Mid-Coast extension in November 2021 and just recently, the additional 34 Code Compliance Inspectors approved by the Board in September 2023.

Turnover rates post COVID-19 are still high and recruiting for majority of MTS's operational roles, including, but not limited to, Bus Operator, Train Operator, Mechanic and Servicer have become even more challenging, which is limiting MTS's ability to increase Bus and Rail service levels to meet the increasing demand. Since 2020, turnover rates have increased from 15% to 20%. Overall, the increase in FTE and turnover rate has impacted the Talent Acquisition Team's ability to recruit to support the Agency's needs timely.

Today's proposed action would authorize the CEO to create these additional full-time employment positions, and to fund them in the fiscal year 2024 budget:

Sr. Project Manager and Project Manager – Capital Projects:

The two new project managers will assist the current department in the definition, execution, monitoring, and close out of all capital projects. The original FY24 Capital Improvement Program (CIP), approved at the April 2023 Board Meeting, contained approximately \$49 million in funding for the Capital Projects Department to manage, up from \$29M in FY23. In July, the state awarded \$60M in TIRCP funds for one new and one existing project. Within three months, the dollar value of projects was more than doubled. With the assistance of two additional Project Managers, the existing project team feels they can successfully deliver the new TIRCP funded project and the on-going CIP projects successfully.

Procurement Specialist:

The two requested Procurement Specialists will support the organization to solicit, procure and establish contracts for operations and infrastructure related projects. With the complexities of funding (federal, state and local) requirements, these resources will ensure the satisfying of said requirements, while providing internal staff the ability to successfully complete programs and increasingly complex projects in a timely manner.

Talent Acquisition Specialist:

The two Talent Acquisition Specialists will focus on recruiting key operational roles, such as Bus Operator and other management positions with high turnover, such as Information Technology and Procurement. Moreover, the demographic of today's workforce has changed drastically requiring MTS to identify different ways to educate job seekers on all of its career opportunities. With the addition of two Talent Acquisition Specialist, this will allow MTS to not only recruit faster, but also the opportunity to re-strategize its efforts creating a pipeline of future talent to support MTS's inevitable growth.

/S/ Sharon Cooney \_\_\_\_\_  
Sharon Cooney  
Chief Executive Officer

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



## Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Addition of One (1) Full Time Equivalent Position: Information Technology (IT) Department – Additional Staffing

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to add one (1) ETL Developer to the position tables for the IT Department previously approved in the Fiscal Year 2024 budget.

Budget Impact

The ETL Developer will be in Salary Grade #11 (\$84,899 to \$172,663). The total net cost of the additional position (including both wage and benefits) would be approximately \$156,921 annually. The expense would be added into the annual IT Department budget, and first reflected in the Fiscal Year 2024 mid-year budget amendment.

**DISCUSSION:**

MTS is required to provide data and reporting to various government entities in order to stay in compliance as well as to remain eligible for funding. Currently, MTS is importing data from various sources with no structure behind the data warehouse in which it is imported. This makes it difficult and time-consuming to report and troubleshoot. It is imperative that we structure the data warehouse in a matter where we can Extract, Transform, and Load (ETL) data properly.

MTS currently has no ETL Developer that has the knowledge to design, implement, and then support this type of database structure. With the growth of reporting required and the complexity of the data now being imported, an ETL developer is needed to perform these tasks. This position has been identified as necessary for MTS going forward.





Today's proposed action would authorize the CEO to create an additional full-time employment position for an ETL Developer, and to fund it in the Fiscal Year 2024 budget.

/S/ Sharon Cooney \_\_\_\_\_  
Sharon Cooney  
Chief Executive Officer

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



**Metropolitan  
Transit  
System**

## **Agenda Item No. 13**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Addition of Four (4) Full Time Equivalent Positions and Conversion of Five (5) Part Time Positions to Full Time Status: San Diego Trolley Inc. (MTS Rail Division) – Additional Staffing

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the creation of Four (4) Roadway Worker Supervisor positions and Conversion of Five (5) Part-Time Train Operator positions to Full-Time in the Rail Division position tables previously approved in the Fiscal Year 2024 budget.

Budget Impact

The total net annual cost for all positions (including wages and benefits) \$410,000 annually for the four Roadway Worker Supervisors and \$120,000 for promoting five Part-Time Train Operators to Full-Time Train Operators. Total cost for all positions \$530,000 annually.

**DISCUSSION:**

With the passage of Senate Bill (SB) 125, recent additional Transit and Intercity Rail Capital Program (TIRCP) grant awards (\$60 million) and cash receipts within Transportation Development Act (TDA) funds, MTS will be establishing an increasing number of projects that are required through the grant awards and through the additional state funds received.

As a result of this additional funding, four Roadway Worker Supervisor positions have been identified as necessary for MTS going forward within the Rail Division's Transportation Department.

Roadway Worker Supervisors

Roadway Worker Supervisor will oversee implementation of the MTS Roadway Worker Protection Plan (RWPP) by approximately 60 to 80 MTS RWPP Flagpersons. Basic duties of roadway worker flagpersons include:



- Conducting job briefings prior to work activity and follow-up briefings any time new workers enter the job site, or if there is a change in working conditions or procedures.
- Monitoring approaching trains and alerting work crews to clear the track of personnel and equipment.
- Signaling train traffic to stop, reduce speed, or proceed cautiously. Signaling train operators when tracks are safe and clear for the train to proceed.
- Mounts discs to poles and secures disc with bungee cords.
- Setting up and monitoring early warning detection systems.
- Manipulates switches which allow trains to move onto another track.
- Communicates with a hand-held two-way radio.
- Uses various types of equipment, such as flags, whistles, discs, lights and radios to ensure the safe passage of trains.

Flagpersons are hired as part-time temporary employees (which results in high turnover rates) and are currently under the supervision of Trolley Transportation Line Supervisors, which have a number of other tasks which they are responsible for during their assignment.

Regular work that requires flag persons is generally any repair required on the right-of-way or in stations. However, in addition to this regular work, significant capital projects will begin construction in 2024, including a rehabilitation of the Orange Line. This will result in a significant increase in flag person work and responsibility.

Given the important responsibilities that flagpersons have, the limited supervision, high turnover, and the amount of upcoming work, staff recommends the creation of a Roadway Worker Supervision position. This position would focus entirely on the oversight of MTS's Roadway Worker Protection Program, and would be staffed 24 hours per day. Staffing 24 hours per day would require four positions.

These new positions would result in a budget increase of \$410,000 annually.

#### Promotion of Five Part-Time Train Operators to Full-Time

The MTS Rail Division (Trolley) currently operates with a mix of full-time and part-time Train Operators (board-approved 120 full-time and 67 part-time). Full-time operators generally are scheduled for 8-10 hours per day and 40-50 hours per week. Part-time operators are generally scheduled for 20-30 hours per week, plus extra work such as special events, filling in for absences, test trains, yard duty, and other tasks.

Staff recommends re-allocation of five part-time Train Operators to full-time status. This would result in 125 full-time operators and 62 part-time Train Operators. The benefit will be more consistent scheduling for both the agency and the operators promoted, while still maintaining the flexibility of using part-time Train Operators for special events and other work as needed.

There is a net cost of \$24,000 for each Train Operator promoted from part-time to full-time, resulting in a budget increase of \$120,000 annually.

Additional rail service enhancements are expected in June 2024, pending Board approval. Additional Train Operators will be required to operate the service enhancements. Staff will return to the Board in 2024 of approval of additional train operator positions once the needs are fully identified.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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



**Metropolitan  
Transit  
System**

## **Agenda Item No. 14**

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

December 14, 2023

**SUBJECT:**

Wheel Truing Machine – 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 PWL369.0-23, (in substantially the same format as Attachment A) with NSH USA Corporation (NSH) for the purchase and installation of a Hagenscheidt U2000-150 Under-Floor Wheel-Truing Machine in the amount of \$2,152,578.00.

Budget Impact

The total contract cost of services and materials is estimated to be \$2,152,578.00 inclusive of installation and training, freight, and taxes (Attachment C). The project will be funded by Capital Improvement Program (CIP) account 2008119901 – Building A Wheel Truing Machine.

**DISCUSSION:**

The San Diego Trolley, Inc. (SDTI) utilizes two (2) wheel-truing machines, located at the SDTI Building A and Building C. The wheel truing machine is used to maintain the profile of the wheels on the light rail vehicle (LRV) fleet. Maintaining the proper profile is critical to ensure safe operations, proper rail to wheel interface and ride quality.

The wheel-truing machine in Building C was replaced in 2018 after it was damaged due to a flood. The wheel-truing machine in Building A was built in the early 1980's with a model Hagenscheidt 104SA that was designed to support the original fleet of light rail vehicles (LRV). The machine is installed in a pit and allows maintenance staff to reprofile worn wheels, and remove flat spots from the wheels that can develop during service.

Because of its age and over many years of normal use, the current machine is now prone to malfunction, significant downtimes and many components are now obsolete. A new machine is necessary to ensure long term reliability and support of the LRV Fleet.

The replacement machine must be the same footprint and have the same infrastructure requirements to avoid a duplication of infrastructure and design costs. NSH is the sole U.S.



distributor of the Hagenschiedt U2000 wheel truing machine in North America and the only firm able to install the machine in the current configuration.

NSH initial proposal was \$2,229,180.00. After MTS's review, staff requested for a revised pricing. In response, NSH's Best and Final Offer (BAFO) was in the amount of \$2,152,578.00, which is \$76,602.00 lower than initial pricing, and is a cost savings for MTS.

Company Name	Bid Amount	Firm Certification
NSH	\$2,152,578.00	N/A

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL369.0-23 (in substantially the same format as Attachment A) with NSH Group for the purchase and installation of a Hegenscheidt U2000-150 Under-Floor Wheel-Truing Machine in the amount of \$2,152,578.00.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. PWL369.0-23  
B. MTS Technical Specification  
C. NSH Proposal



STANDARD AGREEMENT FOR MTS DOC. NO. PWL369.0-23 WHEEL TRUING MACHINE

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

Name: NSH USA Corporation Address: 1700 North Broadway Albany New York 12204 City State Zip Form of Business: Corporation (Corporation, Partnership, Sole Proprietor, etc.) Email: ddavis@nsh-usa.com Telephone: 519-462-5431

Authorized person to sign contracts David W. Davis President and COO Name Title

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

The items required in this contract must be delivered by March 27, 2025.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$2,152,578.00 without the express written consent of MTS.

Table with 2 columns: SAN DIEGO METROPOLITAN TRANSIT SYSTEM and NSH USA CORPORATION. Rows for signature and title of Sharon Cooney and Karen Landers.





## Technical Specification



Underfloor Wheelset Lathe, Model U2000-150.2



## Underfloor Wheelset Lathe U2000-150.2

## Table of Contents

1.1	Field of application and use .....	5
<b>1.2</b>	<b>Machine functions .....</b>	<b>6</b>
1.3	Wheelset and machine data .....	8
1.3.1	Wheelset data and machining accuracy.....	8
1.3.2	Machine data .....	10
1.3.3	Production performance .....	12
1.4	Machine stand .....	13
1.5	Crossbeam .....	14
1.6	Hold-down outer bearing fixing devices.....	15
1.7	Inner bearing fixing, hold-down .....	16
1.8	Friction roller drives .....	17
1.9	Axial guide rollers .....	18
1.10	Turning tool posts .....	19
1.11	Turning tools to machine wheel profiles.....	21
1.12	Device to measure wear & diameter and to position .....	22
1.13	Rail system .....	24
1.14	Machine control system .....	25
1.15	Machining program and profile check gauge .....	29
1.16	Data storage.....	30
1.17	Log printer .....	31
1.18	Operating area .....	33
1.18.1	Control platform .....	33
1.18.2	Machine casing .....	33
1.18.3	Inspection window .....	34
1.19	Central control panel .....	34
1.20	Electrical cabinet.....	35

## Underfloor Wheelset Lathe U2000-150.2

1.21	Remote diagnosis.....	36
1.22	Lighting system.....	37
<hr/>		
1.23	Machine earth.....	37
1.24	Hydraulic unit.....	37
1.25	Chip breakage monitoring.....	38
1.26	Tool withdrawal for broken tools.....	39
1.27	Tool withdrawal on power failure.....	39
1.28	Interlocking system for transport device.....	39
1.29	Chip mill.....	40
1.30	Standard accessories.....	41
1.31	Machine paintwork.....	41
1.32	Documentation.....	42
1.33	Machine installation plan.....	44
2	Additions and additional equipment.....	46
2.2	Smoke extraction system.....	47
2.3	Slip monitoring.....	48
2.4	Set of special tools to machine wheel brake discs	49
2.5	Special tools for machining shaft brake discs.....	50
2.6	Central grease lubricating device.....	51
2.7	Database management.....	52
2.8	External control station.....	53
2.9	Lifting cylinder for coupled wheelsets.....	54
2.10	Additional platforms.....	55
2.11	Diameter measuring system for idlers.....	55
2.12	False flange measurement.....	56
2.13	Extended radial runout measurement.....	56

Underfloor Wheelset Lathe U2000-150.2

2.14 Quick measurement of profile contour..... 57

2.15 Equivalent conicity ..... 58

---

2.16 HEGENSCHIEDT-MFD gauge wheelset, with  
record 58

Underfloor Wheelset Lathe U2000-150.2

# 1 Type U 2000-150.2 underfloor wheelset lathe

---

## 1.1 Field of application and use

### General

This modern underfloor wheelset lathe does not just meet all of the current working requirements and requirements on precision, but its overall design aims to meet future requirements. The U 2000-150.2 is a universally applicable, dynamically rigid and especially operator- and service friendly wheelset lathe. Its design represents the state of the art in wheelset machining technology. The machine's high degree of utilization, precision, long service life and minimal maintenance costs guarantee ideal cost-effectiveness.

### Description

The underfloor wheelset lathe is arranged around a pit. The wheelsets to be reprofiled are brought in to the machine via the supply rails (if still attached to the vehicle) or by crane (if removed from the vehicle). For reprofiling, the wheelsets are driven by 2 x 2 friction rollers pushing on the running surfaces. The high dynamic stiffness of clamped wheelsets required to produce the highest possible machining precision is guaranteed by the radial centring of the axle bearing housings and by the use of axial guide rollers.

The machine is operated from a central control panel which enables the operator to have constant access to all machine functions.

During machining, the operator is protected from flying chips.

## Underfloor Wheelset Lathe U2000-150.2

The automated machining takes most of the work out of the operator's hands, making the machine easy to

---

operate.

#### Uses of the machine with standard tools

- Machining of wheel profiles including the internal faces of wheels on free-running and driving wheelsets when installed in a vehicle or bogie or on single wheelsets
- Machining a wheel profile on wheelsets,
- Machining of wheel profiles including the inner faces of idlers, installed in a vehicle or bogie.
- Partial machining of wheel profiles.

#### Uses with special tools

- Machining the external faces of wheel profiles,
- Turning the faces of internal and external shaft brake discs as well as internal and external wheel brake discs,
- Recutting reference grooves.

#### Uses with special equipment

- Machining of coupled wheelsets, with external or internal bearings.

## 1.2 Machine functions

### Description

As standard, the machine is already provided with its basic equipment and in numerous functions enabling

- a comfortable operation,
- numerous machining passes and
- a comprehensive data acquisitions.

### Equipment

## Underfloor Wheelset Lathe U2000-150.2

The following components are included in the basic equipment of the machine:

- 
- vibration damping design due to the casting method of the essential machine components (stand, crossbeam, tool post)
  - operator actively protected against chips and dripping water of the vehicles by a shielded operating area
  - Chip mill

### Functions

The following functions are included in the basic equipment of the machine:

- automatic profile machining of the railway wheels (mainline railways and trams)
- Machining of rubber-cushioned wheelsets
- Centreless centring via axle bearings (inside or outside)
- Wheelset positioning (via light barriers)
- Wheel flange weakening
- Partial profile machining
- Machining recommendation for vehicles
- Forced single chip breaking (keystroke)
- Machining cancellation in case of tool fracture (keystroke) with an automatic repositioning at the fracture
- Interface of the catenary locking/moving device/shunting vehicle
- Limit value monitoring
- Preparation for the remote diagnosis connection □
- Integrated measuring:
  - Axial runout of the internal front face of the wheel
    - Radial runout
    - Width of the wheel flange
    - Flange height
    - Qr value
    - Diameter
    - Back to back measure
    - Wheel profile (visual display)
- Logging of the measuring and machining results □
- Printer printing the measuring and machining results □
- Calculation: ○ Gauge variants

Underfloor Wheelset Lathe U2000-150.2

- Profile variants
- Target diameter
- Cut segmentation

- 
- Diagnostic system consisting of:
    - Fault recognition
    - Help for troubleshooting
    - Error log output
    - Language selection (user interface MMC, CNC)
    - Remote maintenance option (depending on the target country)
    - Data storage (user and machining data)

1.3 Wheelset and machine data

1.3.1 Wheelset data and machining accuracy

Wheelset and vehicle data

Track gauge .....	1,435 mm
Tread diameter*,** .....	375 mm**–1,250 mm
Minimum profile width .....	75 mm
Maximum profile width, incl. roll-outs .....	150 mm
Flange height .....	18-45 mm
Wheel flange width .....	18-36 mm
Maximum planning path (D - d/2) shaft	
brake discs and wheel brake discs .....	180 mm
Minimum axle length including .....	bearing 1,600 mm
Minimum axle spacing for uncoupled/coupled wheelsets, with external bearings ...	1,000 mm/1,300 mm
(other values upon request)	
Maximum axle spacing for coupled wheelsets, with external bearings .....	2,700 mm

## Underfloor Wheelset Lathe U2000-150.2

(other values upon request)

Maximum axle load, machine ..... 180 kN

Axle load, rail system. .... 180 kN

\* without considering superstructures (rail brakes, rail clearers etc.)

\*\* machined diameter

\*\*\* Machine, as delivered, is setup to machine customer wheel diameter range.

Additional components may be required to accommodate the entire range of machined diameters.

## Reprofiling machining accuracy

Max. measuring circle diameter

difference

of both wheels of a wheelset .....  $\square$  0.1 mm\*

Max. difference in measuring circle diameter

of the wheels of a bogie .....  $\square$  0.3 mm\*Radial runout on the wheelset .....  $\square$  0.1 mm\*Axial runout on the edge of the wheelset .....  $\square$  0.2mm\* Deviation from the profile shape .....  $\square$ 

0.2 mm

Surface roughness when

machining the profile ..... Rz  $\square$  63  $\mu$ m..... Ra  $\square$  12  $\mu$ m

Surface roughness when

machining the wheel tire end faces ..... Rz  $\square$  100  $\mu$ m..... Ra  $\square$  25  $\mu$ m

\* A value increase of up to 0.3 mm must be expected with rubber-sprung profiles.

## Machining accuracy for brake disc machining\*

Axial runout .....  $\square$  0.05 mm

Brake disc flatness ..... 0.05 mm/100 mm

Surface roughness of the brake disc ..... Rz  $\square$  16  $\mu$ m



## Underfloor Wheelset Lathe U2000-150.2

..... Ra  $\square$  4.5  $\mu$ m

\* The machining of the profile must be completed and the bearing

---

must be fixed with no axial play, or the contact surface for the axial roller guides must be free from axial runout.

## 1.3.2 Machine data

Drive power ..... 4  $\square$  9 kW

Cutting force (with sufficient load on the axle) ..... 15

kN

Max. chip cross-section per support ..... approx. 6 mm<sup>2</sup>

Cutting speed for profile machining ..... 0-70 m/min

Cutting speed, brake disc

machining ( $V_c$ =constant) ..... 120 m/min

Max. drive speed

at the taping line ..... 270 m/min

X axis fast gear speed ..... 3 m/min

Z axis fast gear speed ..... 4.7 m/min

Continuously variable feed range ..... 0–5 mm/rev

Drive roller spacing ..... 370 mm

Drive roller diameter ..... 190 mm

Max. noise level of the machine .....  $\square$  76 dB (A)

(operating state is control on and hydraulics running,  
does not include cutting noise due to variation in  
machining process)

Machine dimensions ..... metric

(can be switched to inches in the display)

CNC language, signs, documentations specified in order

## Connection data

## Underfloor Wheelset Lathe U2000-150.2

Operating voltage ..... 480 VAC  
 Voltage tolerance ..... +6% / -10%

---

mains frequency ..... 60 Hz  
 Network configuration ..... TN/C or TN/S  
 Rated power, depending on equipment .. approx. 90 KVA  
 Machine weight ..... approx. 16,000 kg  
 Machine dimensions <sup>1</sup> (LxWxH) ..... 1.9 □ 4.5 □ 2.3 m  
 Space required <sup>1</sup> (pit dimensions) ..... 5.7 □ 6.0 □ 2.3 m

<sup>1</sup> For track gauge 1,435 mm

## Main drives

Four three-phase asynchronous motors with frequency control,

Protection class ..... IP 55

Total power ..... approx. 36 kW

Power per motor (S1-100 %) ..... approx. 9 kW

Overload in short term operation:

S6-60 % <sup>1</sup> (per motor) ..... 11 kW

S6-40 % <sup>1</sup> (per motor) ..... 13 kW

Speed range:

- total ..... 1–6,500 rpm

- at constant torque ..... 1–1,500

rpm - at constant power ..... 1,500–

6,500 rpm □ Motor control via inverter,

- Fan,
- Speed monitor,

<sup>1</sup> PS6 continuous duty with intermittent loading. Reference time= 10 minutes, according to DIN VDE 0530.

## Feed drives

Four electric servomotors, continuously variable for infeed movements and fast gear motions,

## Underfloor Wheelset Lathe U2000-150.2

Z axis

Power per motor ..... 2.3 kW

..... at 3,000 rpm

Protection class: ..... IP 64

X axis

Power per motor ..... 1.23 kW

..... at 4,500 rpm

Protection class: ..... IP 64

Hydraulic unit pump drive

One three-phase motor

Power ..... approx. 5.5 kW at

..... 1,460 rpm

Protection class: ..... IP 54

Auxiliary drives

One set of servomotors, fans etc.,

Protection class: ..... IP 54

## 1.3.3 Production performance

The production performance of the machine largely depends on the following parameters:

- Diameter of the wheels (turning diameter),
- Width of the tires (turning length),
- State of wear of the tires (amount to be cut and the number of cuts),
- Strength of the material to be cut,
- Required surface quality after machining.

In addition to this, individual circumstances relating to the organization in the workshop have to be considered.

## Underfloor Wheelset Lathe U2000-150.2

To provide some idea about the performance of the machine, in the "Proposal documentation" section, a time

---

study for the reprofiling of a wheelset is included. The study shows the parameters on which it is based. A surface roughness was taken into account according to the values specified above under "Machining accuracy".

The base-to-base time calculated on this basis is 41 min. Different parameters may result in slightly different times.

We are prepared to produce specific time studies on the basis of the parameters which we have identified.

#### 1.4 Machine stand

##### Function

The machine stand is the supporting base body of the machine. It supports and guides the individual machine assemblies, the workpiece (wheelset, bogie, vehicle) and encloses the flow of force between the wheel and the tool during machining.

##### Description

Together with the fixed crossbeam, the cast stand forms a stable machine base.

It accommodates both turning tool posts, both pairs of roller carriers and their drives together with their lifting devices; the outer or inner bearing fixing as well as the rail system for moving vehicles in and out.

Furthermore, the machine casing, the electrical cabinets, the control desk, the hydraulic unit and the chip mill are fixed to the machine stand.

## Underfloor Wheelset Lathe U2000-150.2

It is fastened in a pit using four height-adjustable fixators on the foundation.

---

The equipment includes

- two robust, cast design stands,
- one traverse beam,
- four fixators with anchoring screws and accessories,
- Grouting mortar for the 4 fixators and other machine parts to be cast in place.

### 1.5 Crossbeam

#### Function

The crossbeam serves as a machine bed to guide the turning tool posts in the Z direction as well as accommodating the wheelset bearing fixing devices and the rear roller carrier connection.

#### Description

The crossbeam for the two turning tool posts is made of spheroidal graphite cast iron EN-GJS-400-15 (GGG40) with rigid longitudinal and lateral ribbing.

As the crossbeam extends over the entire width of the machine, each of the two turning tool posts covers the full range from the centre of the wheelset (centre of machine) to the outer side of the wheel brake discs. This ensures that, in addition to the machining of the profiles, all types of brake discs can be re-turned. In order to guide the turning tool posts, pre-loaded guide systems with high precision and stiffness are used. On hardened and ground profile rails, four guide carriages run for each

## Underfloor Wheelset Lathe U2000-150.2

tool post, featuring rollers as rolling elements. The guides are equipped with a permanent grease lubrication so that

---

no oil-based loss lubrication is required. Greasing is cost-effective, keeps the machine surface clean and guarantees a long service life with a consistently high precision.

At the respective crossbeam end the two feed drives (three-phase servomotors) are located, which drive the ball-screw spindles - pre-loaded without play - for the feed movements of the turning tool posts in Z direction.

#### 1.6 Hold-down outer bearing fixing devices

##### Function

With the two outer bearing fixing devices, wheelsets with outer bearing are fixed radially for machining and are firmly clamped from above and below via the axle bearing housing.

##### Description

Each outer bearing fixing device has one horizontal guide. Hold-down fixing adapters are fitted onto these and are manually pushed horizontally over the top edge of the outer bearing housing. Then they are lowered by a motor until they make contact with the outer bearing housing. Then the support is moved hydraulically under the axle bearing box, and the axle bearing is firmly clamped in this way from above and below via the outer bearing fixing. This means that the wheelset is radially fixed for the subsequent machining.

The equipment includes

## Underfloor Wheelset Lathe U2000-150.2

- two outer bearing fixing devices mounted on the crossbeam,
- 
- two drives for vertical adjustment by motor with threaded spindle,
  - two hydraulic lifting cylinders for support from below,
  - manual control unit on the side parts of the machine,
  - one set of (two) hold-down fixing adapters, corresponding to the geometry of an axle bearing housing,

## 1.7 Inner bearing fixing, hold-down

## Function

With the two inner bearing fixing units, wheelsets with internal bearings are fixed, radially and, depending on the axle loading are either held down or supported.

## Description

The inner bearings are manually fixed.

The inner bearing fixings are equipped with one horizontal T

groove guide each as components of the crossbeam. The fixing adapters are installed in this guide and are locked onto the inner bearing, holding it by friction or by a suitable shape. This means that the wheelset is radially fixed for the subsequent machining.

The equipment includes

- two inner bearing fixing units as part of the cast crossbeam,
- one set of (two) fixing adapters, split and with adjustable height, designed to hold down,

## Underfloor Wheelset Lathe U2000-150.2

1.8 Friction roller drives

---

## Function

Two friction roller pairs take up and drive the wheelset.

## Description

The friction rollers and the main drives form the drive units for the underfloor wheelset lathe.

Two roller pairs, supported on the machine stand, hydraulically lift the vehicle wheelsets up from the rails and then drive them on the outer running surface areas to allow them to be machined.

The friction rollers and their shafts are respectively mounted in one roller carrier rocker. Each drive roller has its own main drive motor with a planetary gear unit, mounted on the rocker directly in line with the shaft alignment.

The rockers are particularly stiff in the horizontal direction to provide a reliable frictional contact to generate the necessary torque for cutting.

In the vertical direction they are supported dynamically to follow the out-of-roundness of used wheels. This ensures an optimal constant contact between the drive rollers and the wheel.

The lifting of the wheelset from the rails and the support during machining is ensured by hydraulic cylinders. The mechanical coupling of the rocker movement effects the synchronous lifting of the friction rollers and thus the centred centring of the wheelsets.

Due to the low spacing between the two friction rollers, only a small amount of space is required to move the



## Underfloor Wheelset Lathe U2000-150.2

friction rollers up to the wheelset. Items fitted to the bogie such as rail brakes, sand dispensers etc. thus

---

usually do not have to be removed.

The equipment includes

- four hardened and ground drive rollers, which run in greased spherical roller bearings,
- four rockers with one drive roller and shaft each,
- four planetary gear units with lubrication for life,
- four frequency-controlled three-phase asynchronous motors (main drive motors),
- two hydraulic cylinders for raising and lowering the rockers,
- Hydraulic equipment with proportional pressure reducing valve,
- Pressure measurement unit to determine the load on the wheelset.

### 1.9 Axial guide rollers

Function

Two axial guide rollers that can be moved longitudinally and transversally each make contact with the internal end surfaces of the wheelset discs and fix the wheelset in axial direction.

Description

For each wheel, one axial guide roller is mounted on the crossbeam.

During clamping, these rollers are attached and clamped via a spindle drive system at low pressure to the internal

## Underfloor Wheelset Lathe U2000-150.2

flat faces of the wheels. During machining, the contact  
and therefore the axial guidance of the wheelset always

---

remains in place.

The equipment includes

- two axial guide rollers,
- two movement devices for the longitudinal and transverse movements.

### 1.10 Turning tool posts

Function

Two turning tool posts carry out the machining and measuring processes on the wheelset.

Description

A turning tool post consists of one longitudinal slide that can be moved horizontally on the crossbeam and one tool carrying tappet support that can be moved vertically in the crossbeam.

The longitudinal slides are made from spheroidal graphite cast-iron EN-GJS-400-15 (GGG40) and are guided in preloaded guide systems with high precision and stiffness.

The longitudinal slides carry the guide carriages in the Z axis (longitudinal feed). For the cross feed, the tappet support is connected to a ball-screw spindle in the X axis. The hardened and ground profile rails are mounted on the crossbeam (longitudinal feed). The guides are equipped with a permanent grease lubrication so that no oil-based loss lubrication is required. Greasing is cost-effective and guarantees a long service life with a consistently high precision.

## Underfloor Wheelset Lathe U2000-150.2

Each longitudinal slide and each tappet support with tool

---

holder are driven precisely by its own three-phase current servomotor, via a zero-play sprung ball-screw spindle and an encapsulated spindle nut.

As a receptacle for the turning tools, the tappet support is equipped with a standardized quick tool changing system. Tools are changed manually. To be able to change the tools, the tool posts are easily accessible.

The tappet support is dimensioned so that, even when fully extended (e.g. when facing brake discs), machining will be steady and compliance with even the tightest tolerances is guaranteed.

The guides and ball-screw spindles are effectively protected against the ingress of dirt and chips by scrapers and coverings.

In the longitudinal slides, the measuring devices for diameter and profile measurement of the wheelsets are located. They are effectively protected against chips and dirt by one closure cap each. The measuring basis can be moved via the NC axes of the tool slide.

The equipment includes

- two longitudinal slides moving along the crossbeam (Z axis),
- roller guide carriage for continuously precise rolling guidance of the longitudinal slides,
- two tappet supports which can be moved in the longitudinal slides (X axis), with one quick-change receptacle each for turning tools,
- robust scrapers for all guides,

## Underfloor Wheelset Lathe U2000-150.2

- four feed drive units with ball-screw spindles and encapsulated, preloaded spindle nuts,
- 
- four three-phase servomotors, continuously variable for feed and fast gear motions,
  - one system to control the feed drives via a CNC multiaxis path control system,
  - for each tool slide, one measuring device for diameter and profile measurement of the wheelsets.

## 1.11 Turning tools to machine wheel profiles

## Function

The turning tools carry out wheelset profiling in a dry condition as an overhead turning process.

## Description

In each turning tool, two turning plate cartridges are located which, depending on accessibility, cut the split machining contour.

The turning tool has an exact circumferential alignment and a stiff planar abutment to the quick-change receptacle.

The cutting forces and moments occurring during machining are reliably transferred to the cross slide.

## The equipment includes

- two quick-change double steel holders designed for cartridge cutting tools (1x right, 1x left version),
- two receptacle cartridges to machine the running surfaces (1x right, 1x left version),

## Underfloor Wheelset Lathe U2000-150.2

- two receptacle cartridges to machine the wheel flange (1x right, 1x left version),
- 
- 20 indexable carbide inserts, SIMMONS and HEGENSCHIEDT-MFD will specify the manufacturer if not defined in the buyer's specifications.

## 1.12 Device to measure wear &amp; diameter and to position

## Function

The two measuring and positioning units serve

- to determine the axial position of the wheelset on the machine,
- to determine the measuring circle diameter and state of wear of the wheelsets before machining,
- to take an intermediate measurement of the measuring circle diameter before the finishing cut, □ to measure the results after reprofiling.

## Description

One measuring device each is accommodated inside the longitudinal slide. During machining the measuring device is securely closed by a steel flap.

Each measuring device consists of a gauge head with two different measuring wheels.

For the measurement, the measuring device is moved by motor into its working position.

A pulse encoder is used to count revolutions of the wheelset.

The axial position of the wheelset on the machine is determined by using the first measuring wheel to scan the inner front surfaces of the wheel flange.

## Underfloor Wheelset Lathe U2000-150.2

In order to determine the measuring circle diameter, the second measuring wheel is applied to the tapping line of

---

the rotating wheelset. From the number of revolutions of the measuring wheel, its known diameter and the number of revolutions of the wheelset, the circumference and thus the measuring circle diameter can be automatically determined.

The same measuring wheel is used to measure the current profile.

Using the data measured, the CNC control system determines the new optimum wheelset diameter after machining with minimal chip removal.

This target diameter for machining is shown on the CNC system's screen and can either be accepted or modified by the operator.

The measured actual profile is compared to the target machining diameter in order to determine the maximum cutting depth and automatically divide cuts into preliminary and finishing cuts. Even when machining without measuring the wear (manual entry of diameter) the measuring device is still used to measure the spatial position of the wheel disc in relation to the machine.

The CNC control system includes an option to correct for wear of the measuring wheels, via a calculation parameter.

The equipment includes

- two sheet steel housings with covers to accommodate the measuring devices,
- two probes, extensible by motor, with two measuring wheels,

## Underfloor Wheelset Lathe U2000-150.2

- A pulse generator and a linear measuring system to record the results of the measurement.
- 

## 1.13 Rail system

## Function

The rail system spans the foundation pit. The vehicle to be machined drives over the rail system onto the wheelset lathe, or is moved onto the machine via a transport device.

## Description

The slide rails span the space between the drive rollers on the roller carrier.

In the standard version, the fixed rails are supported by rests on the edges of the pit and on the machine. For larger foundation pits, vertical supports are used to reduce the support width spanned by the rails in the area where the vehicle rolls through and they are connected to the foundations with anchoring screws.

For machining, the wheelset must be positioned with a precision of  $\pm 50$  mm to the centre of the machine.

The machine is equipped with a positioning display that facilitates positioning of the wheelset. An indicator lamp signals when the centre of the wheelset is positioned within the necessary tolerance to the centre of the machine. The positioning display is activated when the roll-through rails are closed.

Before a vehicle can be driven onto the machine or a new wheelset can be positioned on the machine, the machine must be in its initial position.

## Underfloor Wheelset Lathe U2000-150.2

Initial position is indicated by a green indicator lamp on the positioning display. In this way, the operator can see

---

that the roll-through rails are closed and that there is clearance within the clearance gauge above the machine.

The equipment includes

- two steel bridges made of robust welded steel with longitudinal bearers,
- four fixed rails with grooves for the wheel flange of the wheelset for axial pre-centring,
- two electrically moveable connecting rails as a moveable connection between the steel framework and the machine,
- a set of fixing elements for attachment to the foundations.

#### 1.14 Machine control system

Function

Control of the machine functions, measurements and machining processes.

Description

The machine control system consists of three networked function units. The resulting maximum possible rate of data exchange enables a high degree of automation, an ideal operator user interface and comprehensive machine diagnostics.

The functional units are as follows:

1. The PLC coordinates the individual machine positioning functions, such as e.g. roller carriers



## Underfloor Wheelset Lathe U2000-150.2

up/down, application of the side guide rollers etc. as well as coordinating their automatic procedures.

- 
2. The CNC control system coordinates the programmed movements of the tool posts and thus produces the required machining of the wheel profile and brake disc surfaces.
  3. The MMC unit (man-machine communication) implements the interactive user interface and carries out the necessary calculations (processing of the measurements, calculation of the profile and the cutting data etc.).

#### Advantages

The user interface, which is an integral part of the machine's program, makes the operator's job easier.

The program has a variety of different options for machining wheel profiles. Each of these options contains a set of logical, sequential steps and decision criteria. Operators do thus not require comprehensive knowledge about the course of any procedure.

The program guides the operator via the display with clearly understandable messages through the automatic machining sequence specified in the following:

- Decision criteria suggested (machining sequence),
- Decisions collected,
- Machining data suggested (dimensions),
- Requesting entry of machining data (dimensions),
- Messages report the status as the machining proceeds,

## Underfloor Wheelset Lathe U2000-150.2

- Operator errors are largely prevented (plausibility check)

- 
- Machining data and dimensions are recorded and printed out,
  - Notes are provided on permissible limits for the dimensions.

All settings are made on the control system's central control panel.

The selected profile can be changed by simply selecting one of the stored profiles programmed.

The amount of wear and the machining with minimum chip removal (economy turning) are determined automatically.

The operator can alter the two machining conditions infeed and cutting speed at any time.

#### Error messages

The entire control system, the machine functions and the operator's actions are all monitored for faults.

#### Functions

The following actions and control functions are carried out by the machine control system in automatic cycles:

- It picks the wheelset up and automatically determines and controls the roller contact forces (the fixing mechanism is manually applied),
- It controls the measurement of the wear of the wheel's tire profile and the measurement of its diameter.
- Data transfer, storage, and processing of the profile wear and diameter measurements,

## Underfloor Wheelset Lathe U2000-150.2

- Data transfer of the variables entered via the numeric keyboard,
- 
- Determination of the axial machining level according to the measured position of the inside face of the wheel,
  - Calculation of the new measuring circle diameter to be turned with the minimum possible chip removal,
  - Calculation of the optimum cutting depth with automatic division into multiple cuts if the programmed maximum cutting depth is exceeded,
  - Intermediate measurement of the wheel diameter after the first cut, with selectable, automatic correction to achieve the same diameters right / left,
  - Complete profile machining with any necessary partial cuts at the profiles,
  - Program control for automatic correction for tool wear,
  - Output of the premeasurements, post measurements and the results of calculations as well as other profile data on the MMC display or via the log printer,
  - Error diagnosis for all key functional units such as motors, limit switches, hydraulic valves, electrical and electronic control devices with error displayed in plain text.

The equipment includes

- One modular Sinumerik 840 DEsl microprocessor CNC control system, made by Siemens, with central device and CNC-PLC logic components,
- Control panel with full keyboard and color TFT display,

## Underfloor Wheelset Lathe U2000-150.2

- Softkey menu buttons to assist the operator,
- 
- Color display to assist the operator,
  - Input/output modules,
  - Cutting radius compensation,
  - Memory to store tool corrections,
  - A continuously adjustable infeed system, dependent on wheelset rotations, for both feed axes, and whose speed can be adjusted up to fast gear speed,
  - An override for the infeed system and for drive speeds,
  - Universal interface (USB), network
  - Display texts using the local language (non-EU languages at additional cost, if available).

## 1.15 Machining program and profile check gauge

One machining program for one-wheel flange profile of the customer's choice, including a profile check gauge each for the full profile without any reduction of the wheel flange.

The programs are stored within the machine's CNC control system and a backup copy is also supplied (after commissioning). The copy on the backup can be loaded into the control system. Every machining program includes:

- A clamp/release program,
- Measurement program,
- Basic machining program,

## Underfloor Wheelset Lathe U2000-150.2

- Profile program for wheel flange reduction,

---

Wheelsets can be machined with minimal chip removal by reducing the wheel flange according to user-specific specifications. The reduction in the wheel flange is produced by shifting the profile of the running surface sideways. High technical reliability is achieved by turning , true to the profile, from the running surface up to the cap of the wheel flange and from the cap of the wheel flange to the back of the wheel flange.

## 1.16 Data storage

## Function

Storage of machining data.

## Scope of services

After each machining process, the identification data, the pre-measurement data, the nominal values of the machining variant as well as the post-machining measuring data are stored to the machine control system.

For the stored data, please refer to the text of the offer “Log printer”.

The data can be retrieved from the machine control system by a TCP/IP connection and can be processed individually.

There is no file transfer via the control system.

The following file formats can be selected:

- XML
- CSV
- ASCII

## Underfloor Wheelset Lathe U2000-150.2

Optionally, the machining data can be stored safely by the Hegenscheidt database management.

---

The equipment includes

- Ethernet interface

### 1.17 Log printer

For the recording of vehicle and machining data.

As a standard, the following data are printed.

Identification data:

Manual data input via the CNC keyboard in dialog mode

- machining date and time
- operator ID
- vehicle type
- vehicle ID
- wheelset ID
- wheelset position
- profile type (preselection through the machining type)
- machining type
- bogie ID
- reason for machining
- vehicle direction A–B
- mileage
- wheelset direction

In addition to the identification data, the pre- and post-machining measuring data as well as the nominal values of the selected machining variant are printed.

## Underfloor Wheelset Lathe U2000-150.2

Pre- and post-machining measuring data:

---

The pre-machining measuring data show the current ACTUAL status of the profile prior to profiling.

The post-machining measuring data show the current ACTUAL status of the profile after profiling.

The following values are determined during the pre- and the post-machining measurement:

- distance between the internal faces of the wheels (Ar value)
- wheel gauge
- difference in diameter (left to right wheel)

Values for the left and the right wheel:

- diameter
- radial runout
- axial runout
- width of the wheel flange
- flange height
- Qr value

Nominal values of the machining variant:

- variant
- diameter
- width of the wheel flange for the left and the right wheel

## Underfloor Wheelset Lathe U2000-150.2

The equipment includes

- a laser printer;
- 
- printer driver for CNC;
  - a connection line between the CNC system and the printer;
  - a printer cabinet.

## 1.18 Operating area

## 1.18.1 Control platform

The operator controls and monitors all steps from a protected platform in the front area of the machine.

## 1.18.2 Machine casing

## Function

The machine casing serves to protect the operator and to deflect the chips produced by turning.

## Description

The machine's working space is covered by cover plates up to the area of the top edge of the rails. For fitting and clamping work, the panels can be hinged away so that vehicles' inner bearings are easily accessible.

The working area is protected in compliance with the relevant safety regulations.

The hinged parts are all equipped with safety switches so that, if opened during machining, the machine will be halted via its emergency off function and a visible warning signal will be produced.

The equipment includes



## Underfloor Wheelset Lathe U2000-150.2

- one set of panels to deflect the chips produced by the machine into the

---

integrated chip mill,

- Safety locking for the flaps.

## 1.18.3 Inspection window

The window is part of the machine casing and protects the operator from flying chips. The window allows the cutting to be monitored and assessed. The window can be opened and features a safety switch.

A flap is located below the inspection window, by means of which the operator can remove any stuck chips using a chip hook without having to open the chip protection window.

## 1.19 Central control panel

## Description

The central control panel contains the controls for the CNC control system, the manual controls for setup mode and the auxiliary machine functions.

The control panel housing is fitted to the right side of the control station and can be swiveled.

The equipment includes

- Control panel for the CNC control system with display,
- necessary controls, indicator lamps and displays,
- Manual control unit for brake disc machining,
- emergency stop button.

## User interface

- Siemens CNC functions in the language offered,

## Underfloor Wheelset Lathe U2000-150.2

- HEGENSCHIEDT-MFD software functions including operator guidance in the quoted language.
- 

## 1.20 Electrical cabinet

## Function

The electrical cabinet contains the electrical power and control units.

## Description

Version with 1 housing (electrical cabinet not on machine):

The electrical cabinet is a dust-proof sheet steel housing, closed on all sides, and is mounted separately from the machine.

Version with 2 housings (electrical cabinet on machine):

The electrical cabinet consists of two dust-proof sheet-steel housings, which are sealed all round, and it is attached to the rear side of the machine on the base frame. It closes off the rear side of the machine's working space.

The electrical cabinet comprises a completely installed and wired control system with contactors for the power parts.

The electrical cabinet houses:

- the input and output modules of the PLC control system,
- the logic elements of the machine control system,
- the control system for infeed and the main drive,
- the control system for the hydraulics,

## Underfloor Wheelset Lathe U2000-150.2

- the control system for the auxiliary drives, □ the control system for the power take-offs,

- 
- the remote service.

The equipment includes:

- Internal temperature regulation with air conditioner,
- service hours counter,
- Floating contacts on the electrical cabinet terminal strip to interlock with the contact wire, moving devices or shunting vehicles
- lighting,
- circuit diagram pocket.

### 1.21 Remote diagnosis

A device for the remote diagnosis and reading-in of machining programs is installed in the machine's electrical cabinet.

The connection between the HEGENSCHIEDT-MFD machine and the SIMMONS customer service department is established via an open VPN.

For this purpose, the Customer is to provide a connection option for the router to its network near the machine, as shown in the foundation layout.

The connection diagram is shown in the attached documents "Remote Diagnostics" and "Virtual Network".

Optional connection possibilities via

- UMTS,
- DSL,

Underfloor Wheelset Lathe U2000-150.2

- other

can also be offered.

---

The costs for wireless connections arise at the customer's premises.

1.22 Lighting system

Two spotlights for illuminating the machining area, LED lamp for illuminating the operator location in economy or full bright modes.

1.23 Machine earth

The machine earthing includes an equipotential bonding strip with all connecting cables to the machine and the rail system.

Note

In the case of DC traction current, the machine may have to be installed such that it is insulated, and/or an isolating transformer needs to be used. This cannot be decided until conditions at the customer's site have been examined.

1.24 Hydraulic unit

Function

to supply and control the machine's entire hydraulic system.

Description

The central hydraulic unit is installed on the base frame of the machine at the rear of the machine.

## Underfloor Wheelset Lathe U2000-150.2

The control and setting devices are clearly visible and easy to access.

---

The hydraulic system controls the following functions:

- to hydraulically lift the friction rollers against the wheelset to preposition left and right or to withdraw to the initial position,
- to apply the axial rollers,

The equipment includes

- one oil container with a large cleaning opening,
- one oil filter with electric monitoring,
  - one oil-level indicator,
  - one pumping unit,
- one three-phase motor as pump drive,
  - one set of necessary switching equipment, pressure control valves and pressure gauges, completely installed,
- a noise reduction, i.e. a version with a noise emission  $\square$  76 dB(A).

### 1.25 Chip breakage monitoring

Deliberate interruption of chip production when the operator presses a button.

Chip breaking is achieved by a brief linear retraction of the tool from the cut, regardless of profile contours, infeed, cutting speed and cutting depth.

## Underfloor Wheelset Lathe U2000-150.2

This interruption will be maintained as long as the operator presses the corresponding button. It is however

---

not suitable for constant use.

The equipment includes the necessary hardware and software.

### 1.26 Tool withdrawal for broken tools

If a tool breaks during machining, the operator can withdraw both tools from the cut at the same time by pressing a button. The turning tool posts will automatically move to a position below and to the side of the profile, so that easy access for changing the cutting tools is guaranteed.

Once the cutting tools have been replaced manually, the tools are automatically returned to their position before the interruption at the press of a button. This ensures that there is no transition when profile machining continues.

### 1.27 Tool withdrawal on power failure

This is a control system to automatically withdraw the cutting tools out of the cut if the power fails. This prevents cutting tools from breaking.

### 1.28 Interlocking system for transport device

Interlock between the machine and the transport mechanism (car mover/puller) and, if necessary, catenary wire via potential free contacts.

Underfloor Wheelset Lathe U2000-150.2

Between the machine's electrical cabinet and a transport device and or the catenary wire, there must be a mutual

---

interlock which ensures that the machine cannot be started if the transport function is active and which ensures that the transport function cannot be activated if the machine is active.

1.29 Chip mill

Function

The chip mill serves to crush the turnings and chips produced.

Description

The chip mill is integrated into the machine beneath the working area, so that the chips produced are deflected there by the metal panels comprising the machine casing. In the chip mill, the chips are cut into smaller fragments and then fall down onto a chip conveyor underneath the mill.

Technical data

Capacity ..... 200–250 kg/h  
 Noise emission when cutting (at 1 m distance) < 80 dB(A)  
 Drive power ..... 4.0 kW  
 Operating voltage ..... as machine  
 Length of broken chips ..... 80% < 40 mm  
 ..... 20% < 500 mm  
 Temperature range for machine operation  
 ..... +5° to +45°

C

The equipment includes

## Underfloor Wheelset Lathe U2000-150.2

- a crusher housing made of heavy, welded sheet steel and in box construction,
- 
- a cutting head with replaceable blades made of high-quality special steel, ground on both surfaces for optimum ,functionality
  - a crusher drive system with gears and drive motor,
  - an electrical control system and equipment, with automatic reverse when overloaded.

## 1.30 Standard accessories

This item contains accessory parts that are needed for operation and maintenance.

The equipment includes

- one set of tools for machine maintenance,
- the initial volume of oil for the hydraulic unit and the gears,
- one set of spare collars and seals for the hydraulic system,
- one set of filter elements for the hydraulic and lubrication system.

## Restriction

This item does not contain any operating materials such as machining tools, oils and greases (except for the initial filling).

## 1.31 Machine paintwork

The machine will be painted as follows if no other agreements are made:



## Underfloor Wheelset Lathe U2000-150.2

Light grey RAL 7035

- Stand
- 
- Crossbeam
  - Rails and vertical supports
- 
- Hydraulic unit
  - Machine covering
  - Electrical cabinet
  - Lifting devices
  - Chip conveyor
  - Chip protection door

Signal yellow RAL 1003

- Longitudinal slide
- Surface lathe tools
- Moving parts

RAL design 2604035

- Roller carriers and positioning mechanism
- Gear for the friction roller drive
- Outer or inner bearing fixing

Jet black RAL 9005

- Adapter

## 1.32 Documentation

Operating and maintenance instructions in the quoted language are included in the scope of delivery, consisting of printed versions, and electronic file formats:

Documents in PDF, drawings in PDF. Contents of the documentation:

## Underfloor Wheelset Lathe U2000-150.2

### General information

- Introduction,
- 
- Complete table of contents,
  - Safety instructions,
  - Customer service, manufacturer information.

### Design and function

- Intended use,
- Description of the machine and components,
- Functionality,
- Technical data.

### Instructions

- Transport and installation instructions,
- Operation: Menu screens, menu tree, displays, initial commissioning,
- Operation: Safety instructions and safety measures, operating modes, automatic/partially automatic operation, manual and ,special operation, setting up, retooling and retrofitting
- Setup: Software, backup, updates, service,
- Messages: Interruption, error and operation messages.

### Servicing

- Preventive maintenance,
- Corrective maintenance,
- Expendable, wear and spare parts.

### Documents

## Underfloor Wheelset Lathe U2000-150.2

- Electrical system: Hardware diagrams, auxiliary, connection and terminal diagrams, bills of material,
- 
- Mechanical items/hydraulics: Overall construction drawings, plans and bills of material, module assembly drawings, hydraulic system plans, bills of material,
  - Control/software: Software modules, program description, programs on data carriers, operating and programming instructions for CNC, operating and installation instructions for the control system (by the supplier),
  - Supplier documentation: Certificates, quality reports, documents for the system, for the mechanics, the electrical assemblies and for the software.

## 1.33 Machine installation plan

The documentation includes a machine installation plan, showing the arrangement of the machines and additional equipment (e.g. chip disposal equipment) in the workshop, all necessary interfaces such as supply and waste connections, rail connection etc. as well as the resulting loads for the design of the supporting framework.

On the basis of shed layouts made available by the client, HEGENSCHIEDT-MFD will produce a machine installation plan, which will be presented to the client for review and approval. A maximum of 3 copies will be supplied.

In order to meet the confirmed delivery times, our machine installation plan must be approved no later than 4 weeks after submission.

Underfloor Wheelset Lathe U2000-150.2

The proposal includes the costs for reworking this suggestion once.

---

It also includes non-binding inspection and assessment of the steel reinforcing and formwork plans supplied by the client (regarding consistency with the layout of the machine installation plan).

Neither the supporting framework design, nor the steel reinforcing nor formwork plans are included.

## Underfloor Wheelset Lathe U2000-150.2

---

## 2 Additions and additional equipment

### 2.1 Chip disposal system

#### Function

The chip disposal system is designed, together with the machine casing for the continuous disposal of chips resulting from turning. The arrangement of the chip disposal system corresponds to the attached foundation plan no. 1030496.

#### Data for the chip conveyor

##### 1<sup>st</sup> Hinged belt conveyor

Width of hinged belt ..... 300 mm

Axle spacing - length approx. .... 2,730 mm

Axle spacing - height approx. .... 0 mm

Speed ..... 4.5 m/min

Drive power ..... 0.5 kW

Flow rate (short chips) ..... 250

kg/h

##### 2<sup>nd</sup> Hinged belt conveyor

Width of hinged belt ..... 300 mm

Axle spacing - length approx. .... 5,360 mm

Axle spacing - height approx. .... 5,200 mm

Speed ..... 6 m/min

Drive power ..... 1 kW

Flow rate (short chips) ..... 250 kg/h

The equipment includes

## Underfloor Wheelset Lathe U2000-150.2

- two hinged conveyor belts on roller bearings with smooth plates and drive lugs
- 
- one drive each with three-phase motor, electrical control system & equipment integrated into the machine's electrical cabinet
  - one frame each made of welded steel with base panels, covers on the upward inclines, side panels, adjustable legs and supports under the ejection side

## 2.2 Smoke extraction system

## Function

This unit sucks out the smoke that arises during

## machining. Description

The suction unit is mounted near the machine. It is switched on and off via a push button on the machine's control panel.

The suction unit has the following characteristics:

- compact industrial type suction unit,
  - robust housing,
- extremely low noise, 73 dB(A),
- low maintenance and suitable for continuous operation as it is driven by three-phase power,
- permanent maximum suction power thanks to large filter surface,
- filter is easy to clean as individual filter elements can be exchanged,

## Underfloor Wheelset Lathe U2000-150.2

- optimum size of the dust container,

---

The suction nozzles are ideally positioned for the machining zone when reprofiling.

The smoke extraction system is not suitable for chips, dirt or oil.

## Technical data

Nominal motor power ..... 2 kW

Volume flow ..... 2,250 m<sup>3</sup>/h

Max. Vacuum ..... 2,880 Pa

Filter design:

1. Expanded wire mesh metal prefilter, sublimation filter
2. Z-line pre-filtration cell. Filter class: G4 / 1.0 m<sup>2</sup> fine particle filter as per DIN EN 779
3. Z-line pre-filtration cell. Filter class: F7 / 3.6 m<sup>2</sup> fine particle filter as per DIN EN 779
4. Particle filter. Filter class: H13 / 17.0m<sup>2</sup> HEPA filter, particulate filter as per DIN EN 1822

## 2.3 Slip monitoring

## Function

Slip monitoring is used to detect slip occurring between the wheels of the wheelset and the drive rollers and to prevent the drive rollers from slipping.

## Description

The slip monitoring system recognizes momentary slip of the drive rollers which can occur when the cutting force is

## Underfloor Wheelset Lathe U2000-150.2

too large or when the wheel running surfaces have an accumulation of dirt and fouling.

---

The nominal speed value is compared with the actual speed value. Impermissible differences in speed lead to tool withdrawal from the cut. The permissible tolerance is set by the manufacturer.

## Operation of slip monitoring

- a) Slip monitoring is active during the entire machining procedure.
- b) During drive roller conversion, a rougher monitoring limit is sometimes switched to.
- c) The limit values recommended by the manufacturer are factory set. They can however be individually configured in the PLC by the company operating the machine.
- d) If one of the limit values is exceeded, the tool is withdrawn from the cut.

## The equipment includes

- Main drive motors with 4 incremental sensors
- Software

## 2.4 Set of special tools to machine wheel brake discs

## The equipment includes

- two quick-fit tool holders, left and right versions
- four carbide tip clamping holders,



## Underfloor Wheelset Lathe U2000-150.2

- 20 carbide indexable inserts.

## Function

---

The inside and outside surfaces of the brake discs are machined alternately. The spatial position and the state of wear of the brake discs is determined using manual control, by "scribing or touching-off" the disc face. Then facing is done automatically, parallel to the contour or to the axis (X axis).

## Note

Due to the lack of space on the vehicles, there may be limits to the machining of brake discs. It is thus necessary in advance for HEGENSCHIEDT-MFD to carry out an exact investigation with an assurance in writing being required that it is possible to machine brake discs.

## 2.5 Special tools for machining shaft brake discs

The equipment includes

- two quick-fit tool holders, left and right versions
- four carbide tip clamping holders,
- 20 carbide indexable inserts.

## Function

The inside and outside surfaces of the brake discs are machined alternately. The spatial position and the state of wear of the brake discs is determined using manual control, by "scribing or touching-off" the disc face. Then facing is done automatically, parallel to the contour or to the axis (X axis).

## Note

## Underfloor Wheelset Lathe U2000-150.2

Due to the lack of space on the vehicles, there may be limits to the machining of brake discs. It is thus

---

necessary in advance for HEGENSCHIEDT-MFD to carry out an exact investigation with an assurance in writing being required that it is possible to machine brake discs.

## 2.6 Central grease lubricating device

### Function

This equipment supplies lubricant to all lubrication points that are not lubricated for the service life of the machine.

### Description

The machine is equipped with a piston progressive distributor lubricating system. The system consists of a pumping unit with supply container and downstream progressive distribution blocks.

### Operation of the central grease lubricating device

The system's lubricating points are supplied with lubricant centrally. To do this, the machine must remain in home position. This is the case, for example, before a new wheelset is attached to the machine.

After the machine has performed a certain number of operating hours, the lubricant pump is controlled from the PLC. This interval is stored in the PLC.

When the pump motor is switched on, the pumping devices suck the lubricant out of the supply container, pump it to the lubricant line and further on to the main progressive distributor. The main distributor divides the lubricant into the sub-distributors and from there, the lubricant reaches the lubricating points. An electric piston detector on the main distributor monitors the function. Owing to the forced distribution of the lubricant, which is

## Underfloor Wheelset Lathe U2000-150.2

typical of progressive systems, one piston detector is sufficient for function monitoring.

---

In the case of a malfunction, the PLC sends a fault message to the CNC display.

On every sub-distributor outlet of the main distributor there are signal pins to make troubleshooting easier when there is a malfunction.

The equipment includes

- A pumping unit with protective housing
- A progressive piston main distributor
  - Progressive sub-distributors

## 2.7 Database management

The vehicle and machining data are archived in a special HEGENSCHEIDT-MFD database, based on a Microsoft® ACCESS solution.

Scope of services

Archiving vehicle and machining data for displaying or printing records as well as graphical displays of nominal and actual wheelset profiles.

The equipment includes

- a laptop<sup>1</sup> or a desktop computer - according to the customer's wishes - in the current version with the following equipment:

optical drive, USB interfaces, network card, operating system MS-Windows®;

## Underfloor Wheelset Lathe U2000-150.2

- a database program based on Microsoft® ACCESS with

---

HEGENSCHEIDT-MFD software;

- Ethernet connection (cable, plug) between machine control system and the afore-mentioned computer.

## Note

The customer may establish an Ethernet connection between the afore-mentioned computer and a host computer, including an Ethernet plug-in card and connection cable (max. length 100 m).

As required, an additional network card can be provided optionally.

## 2.8 External control station

## Function

The external control station enables the control and monitoring of profile machining by the operator from a working area outside of the pit.

## Equipment

- an additional main control panel,
- one monitor to visually monitor the machining of the profile,

## Note

Only one main control panel can be used. The control system will block the inactive main control panel, except for the EMERGENCY OFF and the "NC Start" buttons.

## Underfloor Wheelset Lathe U2000-150.2

## 2.9 Lifting cylinder for coupled wheelsets

Function	These lifts and supports coupled driving wheelsets free from the rails.
Mode	<ul style="list-style-type: none"> <li>• hydraulic, with a connection to the machine unit,</li> <li>• manual control valve,</li> <li>• manually adjustable,</li> <li>• is applied to the bearing housings.</li> </ul>
Range of application	<ul style="list-style-type: none"> <li>• two coupled wheelsets with roller bearings,</li> <li>• external or internal bearings, depending on whether the rail system is equipped with additional platforms or rail bridges.</li> </ul>
Technical data	<p>Number ..... 4</p> <p>Lifting force per unit ..... max. 125 kN</p> <p>Lifting height ..... max. 50 mm ..... (or as required)</p> <p>Tare weight ..... 11 kg each</p> <p>Axle distances, with external bearings 1,300 – 2,750 mm (other values available upon request)</p>
The equipment includes	<ul style="list-style-type: none"> <li>• four hydraulic lifting cylinders with a lightweight design and chromium-plated piston rods, secured against lowering,</li> <li>• one hydraulic control system with manual control valves and pressure lines,</li> </ul>

Underfloor Wheelset Lathe U2000-150.2

- required adapters between lifting cylinder and bearing housing of the specified traction vehicles.

2.10 Additional platforms

Function

For the outer sides of the rail system to support coupled wheelsets with external bearings.

Designed for

Lifting stands/lifting cylinders.

Technical data

Load per platform ..... 125 kN each

Number ..... 4

The equipment includes

Four additional carriers made of welded steel with reinforcing spars, fitted to the outside of the rail system.

2.11 Diameter measuring system for idlers

Function

This is an extension for the measuring system, to measure the diameters of the two opposing idlers in the bogie.

The equipment includes

- a second light barrier mounted on the machine to be able to detect the wheel set rotations of the second idler.

## Underfloor Wheelset Lathe U2000-150.2

## 2.12 False flange measurement

## Function

---

The false flange in form of a “false wheel flange“ is another criterion able to describe the state of wear of a wheel.

## Description

A false flange is the result of considerable wear of the running surface within the taping line.

The measurement of the false flange according to DIN EN 15313:2016-09 determines the value, by which the outer area of the running surface is higher than the area of the running surface within the taping line.

To this end, the profile is not only measured within the main area of the wear between the wheel flange flank and the taping line but also up to the outer point of the profile.

The machining suggestion prepared takes the measured false flange into consideration.

## The equipment includes

the activation of the respective software option.

## 2.13 Extended radial runout measurement

## Function

Polygons on a wheel affect the running characteristics and thus the running comfort and running safety of a rail vehicle.

Using the extended radial runout measurement, such polygons are recorded by determining if material

## Underfloor Wheelset Lathe U2000-150.2

increases are distributed along the circumference within the taping line (polygonization).

---

Description

The extended radial runout measurement is a special radial runout measurement with an increased measured value recording and a parametrizable distance of the measuring points.

Almost 720 measuring points are determined on 360°. Following the determination of the measurement result a visual representation is possible.

The detection of a polygonizations is possible from a corrugation of 0.02 mm.

For archiving the analysis permanently, a PDF document is prepared.

The equipment includes

the activation of the respective software option.

## 2.14 Quick measurement of profile contour

### Function

This function decreases the measurement times during the wheelset machining by approx. 20 seconds. The measurement accuracy regarding the shape tolerance of the profile is decreased by 0.1 mm.

### Description

Optionally, this function is available and is performed with the standard measuring device of the machine. To this end, the individual measured values are recorded in the course of moving the measuring wheel along the profile contour in the area of the top of the wheel flange to behind the taping line at an increased speed.



## Underfloor Wheelset Lathe U2000-150.2

The equipment includes

the activation of the respective software option.

---

## 2.15 Equivalent conicity

Function

The equivalent conicity of the wheel-rail contact determines the running characteristics and thus is used to measure the running comfort and running safety of a rail vehicle.

With this function, measured values are recorded within the taping line of  $\pm 10$  mm to no more than  $\pm 40$  mm. This range can be parameterized.

Description

This function is optionally available; additionally, it requires the function "horizontal alignment". The measurement is performed with the standard measuring device of the machine. The set range, from point to point, is scanned at a distance of 0.2 mm during the wear profile measurement from the wheel flange cap to behind the taping line at a max. optimized measuring speed, and takes 60 s.

The equipment includes

the activation of the respective software option.

## 2.16 HEGENSCHIEDT-MFD gauge wheelset, with record

this is to calibrate the machine's measuring system.

Manufacture of a gauge wheelset, measured and documented by HEGENSCHIEDT-MFD.

Delivered with a storage rack and covering tarpaulin.

Underfloor Wheelset Lathe U2000-150.2

---



# NEW HEGENSCHIEDT U2000- 150 UNDERFLOOR WHEEL

## LATHE

*for San Diego MTS*



Proposal Q23-3781-R02  
November 3, 2023

For  
Metropolitan Transit System (MTS)  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

**Attention**  
Roman Lazcano,  
Procurement Specialist

**Proposal By**  
Brandon Teal  
NSH USA Corporation  
1700 North Broadway  
Albany, New York 12204, USA  
[bteal@nsh-usa.com](mailto:bteal@nsh-usa.com)  
(518) 649-1933

## PROPOSAL OVERVIEW

NSH USA formally proposes a new Hegenscheidt U2000-150 underfloor wheel lathe machine for the San Diego Trolley Maintenance Facility to replace the existing Hegenscheidt 104 underfloor wheel lathe machine. The new U2000-150 will be built to order, beginning upon contract execution. The existing Hegenscheidt style foundation requires somewhat minor rework to accept the new machine. A turnkey price is provided for this work. The existing main power drop should not have to be upsized to accommodate the new machine.

### *3D Scan of Existing Pit:*

<https://my.matterport.com/show/?m=uvDz7Vye9B>

### *Workpiece Definition*

Vehicles: SD-100, SD70, S700, U2, PCC

## EQUIPMENT

Hegenscheidt U2000-150 Underfloor Wheel Lathe



Figure 1 – Hegenscheidt U2000-150 Wheel Lathe (same as the U2000-150 delivered to MTS in 2021)

The Hegenscheidt U2000-150 Wheel Lathe is a CNC controlled machine tool purpose built for metro and light rail applications. It utilizes an integrated automatic measurement system to calculate the machining cycle without the need for manual intervention. The maximum axle load capacity is approximately 20



tons. The hold-down system is light and versatile for inboard and outboard bearing wheel sets which do not require live centers to engage the end of the axle, therefore the U2000-150 is considered a “center-less” machine. Cycle time when processing good wheels with normal wear is approximately 45 minutes. High wheel wear will increase cycle times. Like the latest U2000-150 delivered to MTS in 2021, this next U2000-150 will have a built-in style chip crusher and external belted conveyor system.

Please refer to the attached machine specification for detailed features.

## STANDARD EQUIPMENT AND SERVICES

### *Included*

- Base U2000-150 Suitable to 20 Ton Maximum Axle Load
- MTS Vehicle Specific Hold Down Adaptors
- MTS Specific Wheel Profile Programs and Stainless Check Gauges
- Latest Siemens CNC Control System – Sinumerik One
- Siemens Safety Integration Protocol
- Siemens Power Cabinets Suitable to 480VAC 3 Phase 60Hz
- Electronic Interlocking of Sensitive Areas
- Calibration Wheel Set with Stand and Cover
- Comprehensive Spare Parts and Consumables Package
- Dust and Fume Collection System with Multi-Filtration System
- Chip Conveyor Disposal System (hopper not included)
- Machine Integrated Chip Crusher
- Integrated Remote Diagnosis Router
- Delivery to the MTS Maintenance Facility
- Installation Supervision – An NSH USA field installation professional will supervise the mechanical and electrical scope of the machine installation. Note that duration(s) and cost(s) are based on a 6-day work week, Monday – Saturday, working 10 hours per day, single shift.
- Turnkey Installation – NSH USA’s subcontractor will remove the existing machine, perform the necessary modifications to the existing foundation, and install the new machine. **Scope assumes the existing foundation is in good condition for re-use and no structural repair is required. Changes to the pit lighting, pit plumbing, and incoming utility are not included.**
- **Prevailing wage rates and non-union trade labor are included.**
- **MTS is required to perform cutting of the end of shop rail as it extends into the pit area. The precise location of the cut will be determined by NSH USA technicians onsite.**
- Field Start-up & Commissioning – After utility connections are made, NSH USA’s electromechanical technicians or engineers will complete any required start-up procedures and perform no-load and load testing. Commissioning will require the use of customer supplied test pieces.
- Training – After commissioning is complete, NSH USA’s technicians or engineers will provide separate training for the operation and the maintenance of the equipment. Training will first be provided on 1<sup>st</sup> shift for five (5) days. The week after the initial training will primarily be for observation of the operators to ensure correct operation.



## GENERAL TURNKEY SERVICES WORK PLAN

### San Diego MTS – model U2000-150 in existing model 104 pit

1. Disconnect ancillaries electrical and mechanical connection from existing under-floor wheel lathe.
2. Drain and collect any fluids and deliver to MTS staff for proper disposal.
3. Disassemble and remove the wheel lathe, chip conveyor, MCC, and operators control console and move to outside of the building for disposal. Crane type will likely be a Versa Lift 40/60 as it is the lowest clearance and most versatile for underfloor wheel lathe replacement projects.
4. Remove 4 existing columns, cut off the columns anchors below finished floor and patch over smooth if needed.
5. Bust out concrete at near and far foundation walls around the 4 rail systems to fit new rail platform anchors. Patch over rough surfaces smooth.
6. MTS to saw cut shop rail with NSH USA supervision.
7. Clean pit floor and set forms for 4 new machine support pads, tie rebar and pour concrete in forms.
8. Core drill holes in concrete to accommodate the rail platform anchors (4) locations of incoming shop rail.
9. Locate and epoxy anchor new rail support columns/fabrications.
10. Install new U2000-150 Hegenscheidt equipment in the pit according to OEM spec. Level, align and secure the unit to the foundation using supplied anchors and grout. Installation of chip conveyor is included. Crane choice is again Versa Lift 40/60.
11. MTS electrician to route power to new MCC if needed.



**PRICING**

**Hegenscheidt U2000-150 Wheel Lathe – Non-Buy America Compliant**

Equipment	Price in USD
Hegenscheidt U2000-150	\$1,461,167.00
Customer Specific Hold Down Adaptors	Included
Dust and Fume Collection System	Included
Chip Disposal System	Included
Calibration Wheel Set	Included
Spare Parts and Consumables	Included
Subtotal	<b>\$1,461,167.00</b>
Services	
Freight (San Diego, CA)	Included
Installation Supervision, Commissioning, and Training	Included
Turnkey Removal, Pit Modifications, and Installation	\$536,585.00
Subtotal	<b>\$536,585.00</b>
Total	<b>\$1,997,752.00</b>
Local Tax 7.75%	<b>\$154,826.00</b>
Total, Delivered, and Installed with Tax - <u>Price Reflects 3.5% Discount,</u> <u>Approved November 3, 2023</u>	<b><u>\$2,152,578.00</u></b>

**Terms (Net 30 Unless Otherwise Agreed)**

- \$322,886.70 (15%) of total order value upon submittal of quality control plan, project schedule and shop drawings;
- \$430,515.60 (20%) of total order value upon approval of quality control plan, project schedule and shop drawings;
- \$215,257.80 (10%) of total order value upon successful completion of factory acceptance test;
- \$538,144.50 (25%) of total order value upon submittal of shipping documents;
- \$430,515.60 (20%) of total order value upon new equipment installation, testing, startup, training and acceptance;
- \$215,257.80 (10%) of total order value upon completion of punch list, submittal and acceptance of all operations and (no later than three (3) months after equipment arrival on site)
- Currency of proposal is USD\$ unless otherwise specified
- NSH USA reserves the right to alter pricing if alternate payment terms are proposed



## RESPONSIBILITIES MATRIX

Scope Description	NSH USA	MTS
Layout Drawing (2D)	X	
Project Schedule	X	
Installation Resource Calendar	X	
Design and Manufacture of Purchased Equipment	X	
Factory Acceptance Testing (FAT)	X	X
Workpieces for Factory Acceptance Testing (including transportation and logistics)		X
Decommissioning and Removal of Old Equipment prior to new Equipment Arrival	X	
Non-Invasive Civil Work/Foundation Modification	X	
Packing and Freight to Destination	X	
Taxes	X	
Handling and Rigging of Existing and New Machine	X	
Disposal of Packing Materials		X
Skilled Labor for Mechanical & Electrical Installation	X	
First Fill of Fluids/Lubricants	X	
Chip Hopper(s)		X
Special Tools for Assembly, Installation, Startup, Operation and Maintenance	X	
Installation Supervision	X	
Equipment Commissioning	X	
Site Acceptance Testing (SAT)	X	X
Workpieces for Equipment Commissioning and Site Acceptance Test		X
Operator and Maintenance Training	X	
Safe Workplace	X	X
Crane and Mobile Equipment	X	
Electric Power (Voltage: 480VAC, 60Hz, 3ph)		X
Equipment for Individual Safety (Special)	X	
Sanitary Facilities		X

Figure 2 - Responsibilities Matrix





## WARRANTY AND CUSTOMER SERVICE

- The equipment and services in this proposal are covered by NSH USA’s standard twenty-four (**24**) **month** warranty.
- Warranty commences upon final acceptance of the equipment at the customer’s site but not later than three (3) months after receipt of shipment at customer’s facility.
- After-sales service is provided through NSH USA’s Customer Service Center (CSC); all issues are documented and managed in the CSC’s Customer Relationship Management (CRM) system to ensure follow-through, correct prioritization, and customer satisfaction. Telephone support is provided in less than 24 hours and often immediately if called during regular hours (8am-5pm EST). On-site support can be deployed in 24-48 hours if telephone and remote support are not sufficient. Our ability to provide remote support is highly dependent on customer feedback and support.

## DELIVERY AND PROJECT SCHEDULE

- Factory Acceptance Testing is thirteen (13) to fourteen (14) months after order placement. Packing and shipping will follow successful factory testing and completion of pit work.
- **Outage Window:** existing machine removal, pit modification, new machine installation, start-up, and commissioning at customer site approximately six (6) to eight (8) weeks total.
- Training will follow successful site commissioning.



## CONDITIONS

- Equipment supplied shall be per current NSH USA's original equipment manufacturer (OEM) standard specification for all components and control systems.
- All drawings, operations and maintenance (O&M) manuals, training materials, and other technical documentation shall be supplied per NSH USA's standard format and contents in English language.
- The following standard submittal documentation will be provided:
  - Corporate profile
  - Reference installations
  - Foundation layout drawing
  - General arrangement drawing
  - Utility requirements and locations
- Standard Operation & Maintenance Manuals:
  - One (1) electronic copies (on USB sticks) of all volumes of the manuals.
- Software is proprietary, and no source code will be provided with the equipment; however, a software backup will be provided.
- Unauthorized modifications of any machine code will not be covered under warranty in the same way that unauthorized mechanical changes would not be covered.
- Lack of customer supplied factory testing materials will jeopardize field testing; costs associated with the extra time required for field testing due to lack of factory testing materials will be borne by Customer.
- Technical clarification of all applicable work pieces and existing processes is a prerequisite for NSH USA confirmation of machine suitability and conformity.
- Technical clarification includes, but is not limited to:
  - All detailed wheel sets, wheels, axles and axle mounted component drawings;
  - Confirmation of wheel profile for each vehicle/wheel set/wheel type; and
  - Final equipment location, foundation, and installation parameters.



## VALIDITY

Proposed equipment and services costs are valid for purchase until January 31, 2024.

## CURRENCY

All pricing contained in this proposal is in US Dollars (USD) and all payments must be made in USD.

## EXCLUSIONS

- Insurance above and beyond NSH USA's standard policies and coverage limits.
- Liquidated damages of any kind.
- Construction related licenses or permits
- Engineering calculations related to foundation
- Bonding (available upon request)

Thank you for this opportunity and for any feedback you can provide to help our team ultimately deliver a high quality, cost effective, tailormade solution to San Diego MTS.

Please do not hesitate to reach out to our team with any questions or concerns.

Best regards,

A handwritten signature in black ink, appearing to read 'Brandon Teal'.

Brandon Teal  
Director – Railway Machine Systems



**Metropolitan  
Transit  
System**

## Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

SD8 Power Axles Overhaul - Sole Source Contract Award

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc. No. L1647.0-23 (in substantially the same format as Attachment A) with Siemens Mobility, Inc. at \$15,477,856.50 (including sales tax), to overhaul two-hundred and sixty-nine (269) power axles on the entire fleet of SD8 vehicles, over the next seven (7) years; and
- 2) Approve a 20% Contingency of up to \$3,095,571.30 for any out of scope repair needs that are discovered during the overhaul process.

Budget Impact

The total contract cost of services is estimated to be \$18,573,427.80 (inclusive of sales tax and 20% contingency). The project will be funded by the Light Rail Vehicle (LRV) Maintenance Operating Budget 350016-545100. The project costs are summarized below:

Description	Amount
Price per Axle	\$53,400.00
Total Quantity	269
<b>Subtotal</b>	<b>\$14,364,600.00</b>
7.75% CA Sales tax	\$1,113,256.50
<b>Total</b>	<b>\$15,477,856.50</b>
20% Contingency	\$3,095,571.30
<b>Total</b>	<b>\$18,573,427.80</b>



MTS operates a fleet of light rail vehicles (LRVs), which includes sixty-five (65) Siemens S70 LRVs with 4 powered axles on each. This is commonly referred to as the San Diego 8 (SD8) fleet. The SD8 fleet was purchased in 2009, with delivery complete by late 2014.

Because of the age of the SD8 fleet, MTS needs overhaul services, including, but not limited to, inspection, testing, refurbishment, parts replacement and repairs of 269 powered axle assemblies.

These axles consist of the traction motors, gearboxes, wheels, grounding systems and brake equipment. According to Original Equipment Manufacturer (OEM) recommendations, the power axle assemblies need to be overhauled at six hundred thousand (600,000) miles. All parts used must be OEM parts and all fasteners must be torqued to OEM specifications. The powered axles are of a proprietary design and components require inspection and testing to OEM standards to insure safety and reliability of the MTS fleet.

Siemens is the OEM of the SD8 axles and is the sole source representative for this component in North America. All drawings and specifications for the components and tooling are licensed to Siemens. Siemens provided an initial proposal of \$14,699,236.00 (\$54,644.00 per axle). After MTS' review, staff entered into negotiations and requested for a revised pricing. In response, Siemens' Best and Final Offer (BAFO) is in the amount of \$14,364,600.00 (\$53,400.00 per axle), which is \$334,636.00 lower than the initial pricing, and is a cost savings for MTS. After adding 7.75% sales tax, the estimated total is \$15,477,856.50.

Based on MTS' past purchase history and in comparison to the Independent Cost Estimate (ICE) of \$17,156,998.00, staff deemed Siemens' pricing to be fair and reasonable.

Because other repair needs are often identified when equipment is disassembled as part of an overhaul process, Siemens proposal also includes hourly labor rates for any out-of-scope repairs to cover any issues uncovered during disassembly and inspections of the unit. Today's proposed action includes additional funding authority of \$3,095,571.30, equal to a 20% contingency, to cover such additional needs.

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

- 1) Execute MTS Doc. No. L1647.0-23 (in substantially the same format as Attachment A) with Siemens Mobility, Inc. at \$15,477,856.50 (including sales tax), to overhaul two-hundred and sixty-nine (269) power axles on the entire fleet of SD8 vehicles, over the next seven (7) years; and
- 2) Approve a 20% Contingency of up to \$3,095,571.30 for any out of scope repair needs that are discovered during the overhaul process.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. L1647.0-23  
B. Scope of Work  
C. Cost Form



# Metropolitan Transit System

## STANDARD AGREEMENT FOR

MTS DOC. NO. L1647.0-23

### SD8 POWER AXLE OVERHAUL

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2024 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Siemens Mobility, Inc. Address: 5301 Price Avenue

McClellan, CA 95652

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

Email: [manderson@siemens.com](mailto:manderson@siemens.com)

Telephone: 916-802-4586

Authorized person to sign contracts	<u>Mark Anderson</u>	<u>Director Customer Success &amp; Proposals</u>
	Name	Title

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

The contract term is seven (7) years effective January 1, 2024 through December 31, 2030.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$15,477,856.50 (inclusive of 7.75 % CA Sales tax) without the express written consent of MTS.

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



# SCOPE OF WORK/TECHNICAL SPECIFICATIONS

---

## 1.1. GENERAL OVERVIEW

The San Diego Metropolitan Transit System (MTS) requires two hundred sixty-nine (269) powered axle assemblies to be overhauled that are currently in operation on its sixty-five (65) S70 vehicles, constituting the San Diego 8 Fleet (SD8). According to Original Equipment Manufacturer (OEM) recommendations, the power axle assemblies need to be overhauled at six hundred thousand (600,000) miles. All parts used must be OEM parts and all fasteners must be torqued to OEM specifications. Two sets of axles will be in work at a time, staggered approximately four (4) weeks apart, to ensure a continuous and optimized overhaul process.

## 1.2. CONTRACT TERM

The period of performance under the agreement shall be for a seven (7) year base period. The base period shall be effective approximately January 1, 2024 through December 31, 2030.

## 1.3. BUY AMERICA

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

### 1.3.1. MANUFACTURED PRODUCT

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

### 1.3.2. IRON OR STEEL

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

## 1.4. PREVENTIVE MAINTENANCE

The following work needs to be completed on each of the power truck axle assemblies in accordance to the S70 Heavy Repair Manual:

### **MOTOR AXLE SET**

- Inspect axles.
- Inspect and replace journal bearings.
- Inspect and replace grounding contacts.
- Wheels Inspected per manufacturer's recommendations.
- Check bearing seat diameters and radial run out.
- Replace friction brake disks.

### **MOTOR**

- Perform electrical testing to ensure motor still meets specifications.
- Disassemble motor and clean components.
- Perform dimensional checks on components.
- Balance rotor to OEM specifications.
- Reassemble motor with all new bearings, properly lubricate, and perform vibration testing.

### **GEARBOX**

- Overhaul gearbox per manufacturer's recommendations. Disassemble and clean gearboxes.
- Inspection of all specified adjustment and control dimensions.
- Reassemble with new bearings and seals; making sure gearbox is still within tolerances.
- Gearbox noise and vibration testing of overhauled gearbox. Load trial run and function check according to OEM specification and provide a test certificate.
- Re-couple motor and gearbox. Replace all rubber elements of the coupling with parts meeting OEM specifications.

### **OTHER**

- Check wheel hub and flange back to back spacing after reassembly.
- Replace all fastening hardware with new fasteners.
- Final inspection of complete wheel set.
- Collect all relevant reports for vehicle history.

## **1.5. OUT-OF-SCOPE REPAIRS**

Any out of scope repairs that are found during the inspection and overhaul process will be performed by the Contractor. The Contractor is expected to remedy all discrepancies found and return a fully serviceable axle assembly, even if they fall out-of-the scope defined above. Each instance of Out-of-Scope work is to be quoted and approved by the MTS Project Manager or designee before repairs are initiated.

## **1.6. WORK FLOW**

This section defines the general workflow for this project:



1. MTS removes equipment from vehicle.
2. Contractor arranges shipment of equipment to contractor for overhaul.
3. Contractor receives equipment and performs an intake inspection.
  - a. Clean axle assemblies, making sure to protect sensitive parts
  - b. Visual Inspection
  - c. Document all serial numbers
4. Contractor dismantles axle assembly according to HRM manuals and procedures.
  - a. Remove wheel set, press off bearings and wheels
  - b. Dismount coupling and remove gearbox/ Motor
  - c. Dismount brake disc
5. Contractor performs overhaul on equipment.
6. Contractor reassembles axle assemblies and verifies that all adjustments are properly made.
7. Final inspection of axle assemblies.
8. Contractor returns cleaned and painted equipment to MTS along with inspection and repair reports and certifications.

#### **1.7. LEAD TIME**

It is expected that the Contractor is to turnaround each shipment, door-to-door, within seven (7) weeks for each set. Turnaround time is calculated from date of receipt by Contractor and date of shipping by Contractor.

#### **1.8. PRICING**

Unit pricing shall be all-inclusive, with the exception of California sales tax. MTS will calculate sales tax at PO issuance, therefore Contractor should NOT include sales tax in their pricing. The all-inclusive price should include, but is not limited to, overhead costs, labor, shipping and delivery costs. Pricing shall be firm-fixed with annual price adjustments based on PPI. Other than sales tax, MTS will not pay any other additional costs.

Contractor shall use the Producer Price Index for Railroad Rolling Stock Manufacturing: Street, Subway, Trolley and Rapid Transit Cars, and Railway Maintenance Equipment and Parts (PCU3365103365105) in determining annual price increases due to inflation for material goods.

Contractor shall use Average Hourly Earnings of Production and Nonsupervisory Employees, Total Private (AHETPI), source code (CES0500000008), in calculating labor costs when applicable to this contract.

#### **1.9. MOST FAVORED CUSTOMER PRICING**

During the term of this agreement, Contractor shall at all times make sure that all prices charged to MTS for each part, as represented in Exhibit B, Cost Form, are the lowest offered by Contractor to MTS based on same parts and quantities.

#### **1.10. INVOICES**

Invoices must be sent to the MTS Accounting Department, via email, at [ap@sdmts.com](mailto:ap@sdmts.com). All invoices must have the Purchase Order and contract number clearly displayed to ensure timely

payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

**Payment terms shall be net 30 days from invoice date.**

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

**ADVANCED PAYMENT IS NOT ALLOWABLE.**

**1.11. SAFETY DATA SHEET (SDS)**

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

**1.12. DELIVERY AND ACCEPTANCE**

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

Contractor 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, or if ten (10) business days have passed since delivery, 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).



**SIEMENS**  
*Ingenuity for life*



# Proposal for S70 Power Axle Overhaul

City of San Diego  
Metropolitan Transit System (MTS)  
Siemens Mobility, Inc. – Customer Services  
November 10, 2023

[siemens.com/mobility](https://www.siemens.com/mobility)



## TABLE OF CONTENTS

1. Project Introduction.....	3
2. Profile of Proposer .....	4
3. Staffing.....	8
4. Power Axle Overhaul .....	11
5. Planning and Pricing .....	20

## LIST OF TABLES

Table 1 - Customer Value and Specific Benefits.....	5
Table 2 - Previous Project Experience .....	6
Table 3 – Full Scope of Work Overview.....	11
Table 4 - Traction Motor OEM overhaul benefits .....	15
Table 5 - Out of Scope Hourly Labor Rates and Parts Markup .....	21
Table 6 - Project Summary.....	23

## LIST OF FIGURES

Figure 1 - Damaged Grounding Contacts.....	14
Figure 2 - Siemens TD Overview.....	15
Figure 3 - Motor cleaned with improper chemicals .....	16
Figure 4 - Motor windings rewound by independent shop .....	17
Figure 5 - Motor windings tied to stator housing by Siemens LD.....	17
Figure 6 - Fixture to rotate the motor during cooling to prevent resin accumulation .....	18

## ATTACHMENTS

Attachment A – Overhaul Schedule Outline.....	24
Attachment B – Forms.....	26



## 1. Project Introduction

This document outlines Siemens' Proposal to overhaul the Power Axles currently operating in the San Diego 8 fleet of Siemens S70 vehicles.

This Proposal will outline a comprehensive Scope of Work, detailing the overhaul process and presenting our proposed solution.

Siemens will manage, conduct, and support the proposed overhaul process during all stages of this project – proposal, procurement, scheduling, labor efforts, quality verification and warranties.





## 2. Profile of Proposer

### Siemens Over the Years

Siemens AG is a global technology company with core activities in the fields of electrification, automation and digitalization, and activities in nearly all countries of the world. Siemens was founded in the 1840s by Werner Von Siemens and Johann Georg Halske.

Siemens Mobility, Inc. (Siemens) is a separately managed company of Siemens AG. As a leader in transport solutions for 175 years, Siemens is constantly innovating its portfolio in its core areas of rolling stock, rail automation and electrification, turnkey systems, intelligent traffic systems as well as related services. With digitalization, Siemens is enabling mobility operators worldwide to make infrastructure intelligent, increase value sustainably over the entire lifecycle, enhance passenger experience and guarantee availability.

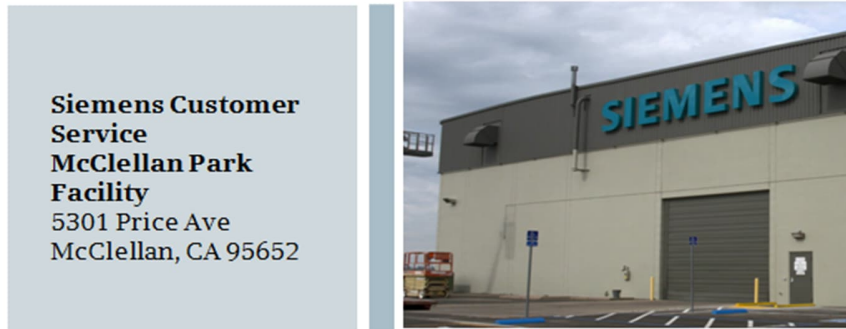
The principal customers of Siemens are public and state-owned companies in the transportation and logistics sectors. Markets served by Mobility are driven primarily by public spending. Customers usually have multi-year planning and implementation horizons, and their contract tenders therefore tend to be independent of short-term economic trends.

Siemens has established North America's only permanent design, manufacturing, test and service facility for light rail vehicles, locomotives, and coaches specifically to guide our customers over the 30+ year design life of modern rail vehicles. Siemens Mobility, Customer Services, is headquartered in McClellan Park, California within the Sacramento metropolitan area. The McClellan Park Facility houses a full vehicle service center which provides services such as accident repair, high and low voltage repairs, overhaul, and refurbishment, as well as a dedicated Bogie Service Center which specializes in bogie overhauls, repairs, and upgrades.

### Siemens Customer Services, McClellan, CA

Siemens Customer Services facility is in McClellan, CA, in the Sacramento CA area. Siemens Mobility Inc. Customer Services supports its customers through the lifecycle of their products that supports rolling stock and infrastructure products for the North American market. It will serve as the primary business location for staffing and support of this contract.

Engineering, project management, quality management, procurement staff, logistics managers, sales, field service, warranty and business management are all housed locally at the McClellan facility.



**Siemens McClellan Park Facility**

**Proven North American Market Experience**

To find cost effective, long-term, and technically sound solutions to aging technology is a challenge that many Siemens customers face. As a result, Siemens has formed global and local alliances with the strongest and most capable suppliers in the rail industry. Those partnerships uniquely allow us to provide cost effective service solutions with the highest overall value.

Siemens is the American Light Rail Vehicle market leader and we have received orders from twenty (20) different cities for nearly 2,000 light rail vehicles. Adapting our Light Rail Vehicle designs to the differing conditions in these cities is our specialty. Not only has Siemens supported new vehicle builds, it also supports a wide range of aftermarket services ranging from mid-life refurbishments to implementation of digital solutions on vehicles currently in service. Siemens has recognized that being a market leader requires advancing technology as the market changes.

It is important to identify key reasons why Siemens can provide the best solution for this project. Siemens understands the high level of expertise and sophistication that is expected when working on a project with MTS, and considers this the foundation of our successful relationship. We have invested our business into the success of our product in the City of San Diego and have continued to provide service and support throughout the years – we plan to continue this approach with this overhaul project.

The following provides a summary of the benefits offered by this proposal:

**Table 1 - Customer Value and Specific Benefits**

Benefits	
1.	As the System OEM and the OEM Services organization, Siemens has no split interest and will make sure both the System and the maintenance will be a full success with NO excuses.
2.	As the manufacturer of the S70 LRVs we have an in-depth knowledge of the System, components and their design. We know the product best.
3.	S70 Power Axles are well designed and tested products. Our operational team has significant experience and access to all necessary information.





4.	Our Quality Plan ensures proper design, integration and installation.
5.	Siemens has previous successful experience on similar projects working on our own and non-Siemens products.
6.	Comprehensive maintenance program, carefully and thoroughly planned using operational needs.
7.	We select and develop strong partners and suppliers that are rail service and market proven.
8.	No extra interfaces to sub-suppliers and third parties.
9.	Siemens offers financial security and clean business practices.
10.	Access to a functioning Supply Chain Management Organization including existing inventory.
11.	Access to ongoing production/manufacturing competence and material in Sacramento to cover critical situations.
12.	Being a permanent establishment in North America, we are local, dependable and reliable and we can readily and quickly adjust manpower needs at times of intensive workloads, without learning curves or the need for permanent unproductive staff (reduced downtime).
13.	Professional, experienced, well trained and motivated staff.
14.	Siemens is uniquely prepared to rapidly respond to out of scope work by leveraging stocked and in-production long lead time material required to complete repairs.
15.	Above all, the right people in a winning team. Overhaul services is ultimately delivered by people and the majority of the work is done at nights and weekends – Our hand-picked team is ready to deliver the best value on highest quality levels for this project.

Siemens has successfully completed multiple retrofit and overhaul projects on a variety of Vehicles, subsystems and components. Siemens Mobility has a vast portfolio that can be summarized as an engineering company with a rich history in designing, integrating and manufacturing reliable rail vehicles. As technology advances, Siemens continues to support our customer's needs by expanding our portfolio to include retrofitting aging subsystems for our customers.

We learned that successful rehabilitation programs utilize the same project plan as manufacturing and delivering new vehicles. By using this structure we have continued to propose and execute successful retrofit and overhaul projects. The table below summarizes Siemens retrofit and vehicle overhaul project experience

**Table 2 - Previous Project Experience**

Customer	Scope	Number of Cars
<b>Metropolitan Transit Authority of Harris County, Houston</b>	Complete 600k Miles bogie overhaul, including Traction Motors, gear Boxes and Brake Systems	20 car sets of Bogies
<b>Charlotte Area Transit System</b>	Complete 300k Miles bogie overhaul, including Brake Systems	21 car sets of Bogies


**SIEMENS**

<b>Regional Transit District Denver</b>	Overhaul of Power Axles, including Traction Motors and Gearboxes	128 Power Axles
<b>State of California Caltrans Sacramento</b>	Limited full vehicle overhaul and upgrade of HVAC and door systems	66 Bi-Level Intercity Passenger cars
<b>Sacramento Regional Transit</b>	Comprehensive LRV refurbishment, including Car body refurbishment and Bogie overhauls	21 UTDC LRVs
<b>MTS San Diego</b>	Replacing passenger seats. Replacing walking platform on pantograph area. Changing passenger door system to implement step inhibit.	71 U2 cars (Seats, Platform, Step Inhibit) 52 SD100 (Seats)
<b>Bi-State Development Agency St. Louis</b>	Replacing HVAC roof units. Replacing Auxiliary Power Supply. Replacing DC blower motors with AC Motors.	31 SD460 cars
<b>MTS San Diego</b>	Replacing Rotary Auxiliary Inverter with Static Inverter. Replacing DC Blower Motors with AC Motors.	71 U2 cars
<b>MTA - Los Angeles</b>	Installing complete ATS System. Installing complete TWC system. Installing a new warning device/horn.	26 P2000 cars
<b>ETS - City of Edmonton</b>	Adding brake disks to center truck.	1 U2 car (Prototype) Remaining Fleet of 36 cars retrofitted by Customer
<b>MTS San Diego</b>	Executing Overhaul of Power Axles, including Traction Motors and Gearboxes	50 Power Axles
<b>Charlotte Area Transit System</b>	Executing 600k Miles bogie overhaul, including Brake Systems	21 car sets of Bogies
<b>Metropolitan Transit Authority of Harris County, Houston</b>	Executing 600k Miles bogie overhaul, including Traction Motors, gear Boxes and Brake Systems	~40 car sets of Bogies (H1 & H2)



Our customers place repeat orders after experiencing the quality of our products, the timeliness of our deliverables, and our dedication to supporting what we sell. This fact is illustrated by loyal customers who have purchased large quantities of vehicles from Siemens (Calgary Transit 279, Denver RTD 201, Portland Tri Met 145 vehicles, Salt Lake City UTA 117 vehicles, San Diego MTS 269 vehicles).

Siemens' customers appreciate constant advances in technology and our ability to provide superior service and products in a timely manner. As highlighted by our customer loyalty, Siemens delivers high quality vehicles for the North American market. Siemens' goal is to provide quality products and services on time and on budget to its customers; many times, ahead of the regularly scheduled commitment.

Siemens has the capability to provide complete solutions to meet the demands of our customers. We have a proven track record with our customers and we intend to meet MTS' expectations in this project. This proposal describes methods to assure schedule adherence during all phases of this overhaul.

Siemens' goal with this proposal is ultimately helping MTS in maintaining a large fleet of Siemens vehicles, ensuring reliable operations. The City of San Diego has run Siemens vehicles for over 30 years now, and it is our desire to ensure the continued success of MTS operations by developing greater bonds of partnership to keep the Siemens vehicles running smoothly for many years more.

### 3. Staffing

Siemens employs more than 62,000 people in the United States at more than 700 locations across all 50 states. Siemens is one of the largest and most diverse manufacturing companies in America. Our two facilities in Sacramento employ over 1,000 men and women in engineering, project management, production, testing and customer services. Siemens draws skilled employees from a multitude of cultures and backgrounds – more than 26 languages are spoken at our plants.

#### 3.1 US Veterans

Veterans are an important part of our workforce. Our locations all over the nation volunteer with local military organizations every year to volunteer time and money towards the Veteran community. Siemens is involved in a variety of programs that are aimed to support Veterans such as:

- Partnering with Hire Heroes, which is a non-profit that is dedicated to helping Veterans get jobs through mentorship and resume assistance. Through this partnership, 11 Veterans were hired by Siemens.
- We also partner with a recruiting vendor called Orion, who specializes in recruiting Veterans for companies with specialized skillsets. We were able to offer 4 Veterans



on-site job offers at this year's conference.

- Siemens Veterans Network (SVN) is a new collaboration with Google Cloud which helps.

Veterans by raising awareness for the plight of homeless women Veterans. With Google, Siemens is taking another step forward in our recruiting efforts by investing more in targeted campaigns to attract Veterans to apply for open positions.

- The Siemens PLM USA Veterans Initiative Program is a regional productivity program targeted at veterans of the US Armed Forces to develop their skills in STEM-related careers (science, technology, engineering and mathematics).



To learn more about Siemens and the veterans' community, visit [http://www.usa.siemens.com/en/jobs\\_careers/military.htm](http://www.usa.siemens.com/en/jobs_careers/military.htm)

### 3.2 Affirmative Action Program (AAP)

It is the policy of Siemens Industry/Infrastructure and Cities (the "Company") to not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability (physical or mental), age (40 and older), citizenship status, genetic information, marital status, sexual orientation and identity, AIDS/HIV, medical condition, political activities or affiliations, or veteran status, or any other status protected by state or local law, and to provide equal employment opportunity and affirmative action for qualified individuals.

This policy statement is included in this Affirmative Action Program (AAP) and is posted on Company bulletin boards. The Company will endeavor to recruit, hire, train, and promote persons in all job titles in accordance with this Affirmative Action Program. All other personnel actions are administered without regard to race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability (physical or mental), age (40 and older), citizenship status, genetic information, marital status, sexual orientation and identity, AIDS/HIV, medical condition, political activities or affiliations, or veteran status, or any other status protected by state or local law, and all employment decisions are based only on valid job requirements.



### 3.3 Disadvantaged Business Enterprises (DBE)

Siemens encourages participation on the part of Disadvantaged Business Enterprises (DBE) as contractors or suppliers on all its rail transit projects. Over the years Siemens has undertaken innovative and successful measures that have resulted in Siemens meeting its annual DBE goals year after year. Siemens Rail has established a DBE program in accordance with regulations of the U.S. DOT, 49 CFR Part 26. It is the policy of Siemens to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts;
- To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

### 3.4 Workforce

In order to better serve our customers, Siemens Mobility operates on a matrix management basis. Specifically, this approach allows each project to draw from a centralized pool of engineering, procurement and operations talent hired based on diversity pool of talent and based on gender, while still providing project dedicated work and quality resources to ensure minimum learning curve inefficiencies. This approach allows for greater resource depth and resource availability of critical design and material manpower during peak demand while also allowing Siemens the ability to shift these critical resources to other projects during slower periods. This balancing of resources is an important part of Siemens' projects, and results in a lower overall project cost to its customers while maintaining a higher level of technical staff. Upon contract award, the Project Manager takes ownership of the project and leads the core project team. The core project team consists of the Project Manager (PM), a Commercial Project Manager (CPM), Engineering, Procurement, Operations, and Quality.

Siemens Rail Services is fully integrated into the Siemens Rail Systems Division and their operations. Siemens employs over 700 experienced professionals, engineers, technicians, and skilled workers, dedicated employees for general operations and integrated personnel for duties that require special skill, technical expertise, and administration. Siemens Rail Services works with a network of industry experts to incorporate the highest quality subsystems into the Siemens platforms.

The core project team is composed of the following functions:

- Project Manager (PM)
- Commercial Project Manager (CPM)
- Technical Project Manager
- Engineering Project Manager
- Quality Manager



- Strategic Procurement
- Production Manager

## 4. Power Axle Overhaul

This proposal's scope is to overhaul the 269 Power Axles currently in operation on the 65 S70 Vehicles constituting the San Diego 8 Fleet.

A Power Axle Overhaul follows the following basic scope of work:

**Table 3 – Full Scope of Work Overview**

System	Description
<b>Power Axle</b>	Perform incoming inspection
<b>Power Axle</b>	Begin disassembly
<b>Grounding Contacts</b>	Remove grounding contacts
<b>Journal Bearings</b>	Remove journal bearings
<b>Wheels</b>	Remove wheel assembly
<b>Motor/Gearbox</b>	Remove axle from motor gearbox assembly
<b>Motor/Gearbox</b>	Separate motor from gearbox
<b>Brake Discs</b>	Remove brake discs
<b>Grounding Contacts</b>	Replace
<b>Journal Bearings</b>	Replace
<b>Wheels</b>	Inspect per Siemens quality / engineering documentation
<b>Motor</b>	Overhaul motor per Manufacturers recommendations
<b>Motor</b>	Electrical testing of overhauled motor
<b>Gearbox</b>	Overhaul gearbox per Manufacturers recommendations
<b>Gearbox</b>	Noise and vibration testing of overhauled gearbox
<b>Re-Coupling</b>	Re-couple motor and gearbox
<b>Brake Discs</b>	Replace brake pads and friction discs
<b>Axle</b>	Inspect per Manufacturers recommendations
<b>Power Axle</b>	Reassembly of all power axle components
<b>Inspection</b>	Final inspection of complete wheel set
<b>Documentation</b>	Collect all relevant reports for Vehicle History Book

The overhaul process evolves from a Capacity Planning Module/Rough Cut Capacity Plan and a Master Production Schedule. Once the Notice to Proceed (NTP) is received, the Master Production Schedule (MPS) is loaded, and the design process is initiated. Engineering Drawings and Engineering Bill of Materials (EBOM) are released in a phased manner as the project progresses. A Manufacturing Bill of Materials (MBOM) is developed and optimized in conjunction with our project planner Primavera and SAP.

Once an optimized sequence of operation and production duration is established, routing/work orders are created. The work orders drive the overhaul process, while the material-planning group uses the same material resource planning data to release material requisitions. The Purchasing Department works from these requisitions to release purchase



orders and procures parts, assemblies and supplies (based on lead times and production planning needs). The Shipping Department coordinates the receiving of material and shipping of finished goods.

Quality Assurance (QA) personnel are assigned to work with Engineering and Production during the overhaul development phase to address quality control issues. The QA team evaluates and provides input to proposed designs in order to ensure compatibility and consistency as it relates to component overhaul, manufacture and assembly.

Interface between the prime contractor, sub-contractors, manufacturing groups and Quality Management (QM) will begin with design review meetings that alert engineers to possible problems and help them create solutions before the retrofitting process begins. Necessary changes to the design will be communicated via an Enterprise Change Notice (ECN). Quality Engineers then work with Purchasing to evaluate and recommend suppliers who will ultimately build production-level material. As materials are manufactured and delivered by our suppliers, a team of inspectors will verify materials, quantity, and the source from which they are received.

Interface between Siemens' Design and Manufacturing Groups begin at the Retrofit Design Development stage. Manufacturing and QA personnel are assigned to work with Engineering during the retrofit development phase to address manufacturability, consistency and quality control issues related to component manufacture and vehicle assembly.

Interface between Engineering and the sub-contractor's Manufacturing and Quality groups also begin at the Retrofit Design Development stage. Representatives from the subcontractor's Manufacturing and Quality groups are invited to attend the Engineering Review meetings. The Engineering Design Review meetings are used to notify design engineers of possible problems and help them create solutions before the retrofitting process begins.

Siemens will ensure that all designers, suppliers, and subcontractors are informed of all specified requirements and that appropriate engineering management tools are utilized to ensure that coordination and communication occurs between the designers of interrelated systems.

Information and lessons learned from the San Diego 7 axle overhaul project as well as similar overhaul activities will be incorporated into the project resulting in a streamlined process from the start of the project. Additionally, this information will enable accelerated project mobilization and procurement of long lead time items to be in sync with project schedule.

#### 4.1 Quality Inspection – Inbound and Outbound

Qualified Siemens personnel will perform a quality inspection of each wheel set upon receipt from the customer. This inspection will capture the received status of the wheel set and document non-conformances, damage and anomalies – this is a living document,





called the Vehicle History Book (VHB), which will be certified by our Quality Assurance and Engineering team.

The VHB will be the starting point of our scope of work and will travel with and be amended as the wheel set progresses through the overhaul process. Once the overhaul is complete, qualified Siemens personnel will inspect the axle set prior to shipment to the customer proving a shipment condition of the overhauled units.

#### 4.2 Disassembly of Power Axle

Qualified Siemens technicians will disassemble the power axle wheel set as per the following steps:

1. Remove grounding contacts;
2. Remove journal bearings;
3. Press off wheel assembly;
4. Remove Axle from Traction Motor & Gearbox;
5. Remove brake discs.

The removed tires will be scrapped and recycled by Siemens and new tires, if supplied by MTS, will be installed on the wheels. Drive Units will be palletized and packaged for shipping to Siemens Traction Drives for overhaul.

#### 4.3 Grounding Contacts

Given the fact that grounding contacts cannot be repaired, Siemens has planned a full replacement. All 269 grounding contact assemblies will be replaced with new Siemens ground contact assemblies per OEM specification. Siemens will continue to use the existing Schunk adapter and carrier contact plate as these are non-wearable items and expected to last the lifetime of a car.

The sample pictures below show different grounding contacts with varying levels of condemning damage that still passed the resistance test.





Figure 1 - Damaged Grounding Contacts

#### 4.4 Journal Bearings

The journal bearings will be completely replaced with new ones per HRM 1206

#### 4.5 Wheels and Tires

For each power axle shipped, MTS will determine beforehand if the tires need replacement. If so, MTS will free-issue tires and tire kits to be installed by Siemens personnel as part of the overhaul labor.

After the old tires are removed the wheels will be cleaned and prepared for inspection. Once inspection is passed, the wheels will be prepared to receive new tires by having any paint and contaminants removed from the wheel mounting surface. Tire kits supplied by MTS will be used and the new tires will be installed on the wheels using OEM tooling by qualified Siemens personnel.

#### 4.6 Traction Motor Overhaul

The drive units will be sent to Siemens Traction Drives (TD) in Richmond, CA. This facility is 80 miles away from our headquarters and the units will be received the same day we ship.


**SIEMENS**


**Figure 2 - Siemens TD Overview**

When the drive unit arrives at the Siemens TD facility, another incoming inspection will take place, as well as full electrical test; the inspection and test will generate reports to be amended to the VHB.

The drive unit will then be separated into the traction motor and gearbox. Both the motor and gearbox will be overhauled at our Siemens facility in Richmond, CA.

The inspection and test will be the first check in potential out of scope work. The motor will be fully disassembled and cleaned. The motor will be subjected to full dimensional verification, which is the second check for potential required out of scope work. The motor will be reassembled with new bearings and balanced to OEM specifications by use of approved tooling by qualified technicians. A new motor bearing, which mounts the motor to the frame, will also be installed. The exterior of the motor will be painted to protect it for its remaining life.

Several benefits stem from working with Siemens TD:

**Table 4 - Traction Motor OEM overhaul benefits**

Benefits	
1.	Experience with large fleet overhauls.
2.	Extensive Traction Motor know-how.
3.	Exclusive use of OEM material and tooling.
4.	Access to all manufacturing and design documentation.
5.	Access to manufacturing and test data by motor serial number.
6.	Exclusive use of proprietary VPI resin.
7.	Local warehouse with available project/motor-specific spare parts.
8.	Fleet overhaul process and capacity already in place – logistics, manpower, capacity, data management and QA processes.
9.	Experience overhauling identical traction drive units during the SD7 and similar overhaul projects.



The following pictures display the differences between a Traction Motor overhaul performed at a 3rd Party independent shop and at Siemens TD.



**Figure 3 - Motor cleaned with improper chemicals**





Figure 4 - Motor windings rewound by independent shop



Figure 5 - Motor windings tied to stator housing by Siemens LD


**SIEMENS**


**Figure 6 - Fixture to rotate the motor during cooling to prevent resin accumulation**

#### 4.7 Gearbox Overhaul

The gearboxes will be kept at the Siemens TD facility in Richmond, CA for overhaul.

Once the gearbox is separated from the complete drive unit, the gearbox will be inspected, and this report will be amended to the VHB. Qualified technicians will completely disassemble and clean the gearbox. A comprehensive assessment of damage and wear will take place. This assessment will identify any potential required out of scope work, which will be documented and addressed; this includes gears and all control dimensions.

All wear parts will be removed and replaced with new components. Wear parts include all bearings, seals, spacers, snap rings and fasteners.

Any gears that are found to need replacement will be considered Out of Scope items.

Each unit will be reassembled to OEM specifications using HRM 1204 and tooling by qualified technicians. After each unit is assembled, it will be operated under load to ensure proper functionality. All test results will be amended to the VHB. A new gearbox spherical-bearing, which mounts the gearbox to the frame, will also be installed. Corrective painting will be applied to protect the gearbox for its remaining life.



#### 4.8 Complete Drive Unit Testing and Certification

The overhauled gearbox will be matched to its now overhauled original traction motor. This mating process will follow strict OEM process and tooling by qualified technicians.

The mated unit will then be completely tested and certified by Siemens qualified personnel. The test process consists of installing vibration sensors on the unit and power is applied to the motor. The test will ensure proper mating and balancing as well as electrical functionality. Test results will be amended to the VHB.

#### 4.9 Axle Non-Destructive Testing

Once the axle is stripped bare of other components it will be thoroughly inspected by qualified Siemens personnel to ensure it still safely meets stringent OEM requirements for safe operation.

The axle will be subjected to not only a detailed visual inspection but also Florescent wet mag (WFMT) inspection (AAR Section G per ASTM E709), in order to identify any cracks and defects that may escape visual checks. Certain Axle defects may still be repairable. If so, axles will be sent for repairs and machining so it once again meets OEM requirements and may be put back in service.

Axles with condemning defects will be scrapped and new ones will then be procured.

Scrapped axles may impact the turnaround time if the float pool is insufficient to cover the new axle procurement. This situation may arise if multiple axles are found to be damaged beyond repair or during the end of the overhaul cycle as the float pool is naturally reduced as it is overhauled and returned to MTS.

#### 4.10 Rubber Coupling Replacement

The motor and gearbox set will be shipped from Siemens TD to Sacramento for final assembly.

At this point the tested and certified axles will be pressed on to the motor and gearbox assembly and new rubber couplings will be installed by qualified technicians using OEM process and tooling.

#### 4.11 Brake Discs and Pads

The brake discs will be removed from the axle and inspected by qualified Siemens personnel. The old friction discs will be removed and new ones installed on the hubs. All surfaces will then be thoroughly prepared for brake disc run out testing to be conducted once the axle is assembled.

Siemens will also provide new brake pads to be installed on the brake calipers by MTS personnel. The brake pads will be shipped attached (in a bag/separate box) to the overhauled axles.



## 4.12 Power Axle Assembly

Once all components and tools are ready and accounted for, the reassembly process begins following this basic structure:

1. Prepare mounting surface and Install brake discs;
2. Install cardan drum and first half of rubber coupling keys;
3. Slide axle through cardan drum and gearbox hollow shaft;
4. Install second half of rubber coupling keys;
5. Press wheels and tires onto axle;
6. Measuring of wheel diameter and wheel set dimensions;
7. Install journal bearing housings and bearings.

After the Power Axle is completely assembled it is turned over to Quality Assurance for final inspections and completion of documentation associated with the VHB.

## 5. Planning and Pricing

The following assumptions are made:

- One axle or wheel set is understood as one complete Power Axle;
- One car set is understood as 4 Power Axles;
- Turnaround time is calculated from date of receipt by Siemens and date of shipping by Siemens;
- Warranty is 1 year upon acceptance by MTS. Warranty will cover material and workmanship.
- Spare parts shall possess a 1-year Warranty from date of delivery.
- Pricing includes freight costs for shipping 67 sets of Power Axles plus one additional power axle both ways; that is from MTS to Siemens and vice-versa.
- Two sets of axles will be in work at a time, staggered approximately 4 weeks apart, to ensure a continuous and optimized overhaul process.

### 5.1 Turnaround Times

Attachment A provides sample schedule outline for the project. Attachment A is composed by the following:

- Sample Daily Schedule – Without Float Material: this outline shows the schedule for all 269 power axles. This schedule outline is preliminary and averages the turnaround times.
- The only work that can be performed in parallel is part of the teardown and Drive Unit teardown.
- Turnaround time is 7 weeks for each set.

MTS' first shipment will consist of 4 power axles. These will be disassembled and inspected, with the drive units being sent out to Siemens TD for detailed inspection.





Once the condition of the first set is ascertained and work has begun, Siemens will request MTS ship the following set of power axles.

## 5.2 Out of Scope Work

Any issues uncovered during disassembly and inspections that do not fall within the purview of this Proposal shall be considered to be Out of Scope. These issues will be documented, and MTS will be notified of said issues and of Siemens' proposed courses of action to address them.

Each instance of Out-of-Scope work quoted to MTS will contain the number of man-hours needed to perform the work and any parts needed; the hours will be billed at set labor rates and the parts will be passed through as per FTA guidelines. A 5% Handling and Warehousing fee will be applied to the parts to cover said costs and freight will be invoiced separately to ensure proper tracking. Table 5 lists the hourly labor rates for each function expected to be necessary in Out-of-Scope scenarios.

**Table 5 - Out of Scope Hourly Labor Rates and Parts Markup**

	FY 2024 Hourly Rates
<b>Project Management</b>	\$285
<b>Commercial Project Management</b>	\$285
<b>Engineering</b>	\$283
<b>Bogie Service Center</b>	\$265
<b>Wheel Press</b>	\$328
<b>Quality Assurance and Management</b>	\$257
<b>Production Control</b>	\$265
<b>Scheduling</b>	\$231
<b>Drive Unit</b>	\$300
<b>Parts Markup</b>	0%
<b>Parts Handling</b>	5%

The hourly rates are valid for Siemens' Fiscal Year 2024, spanning October 1, 2023 to September 30, 2024. The labor rates for Fiscal Year 2025 and beyond will be calculated based on AHETPI index, i.e., average hourly earnings of production and nonsupervisory employees (<https://fred.stlouisfed.org/series/AHETPI>).

## 5.3 Invoicing





Invoicing for this project is as follows:

- Starting in Year 2 and through to Year 7, invoicing will occur on a per set basis upon delivery to SD MTS except for 1 additional SD7 axle, which will be invoiced separately.

#### 5.4 Indexation

Starting at NTP, contract price will be adjusted every year during contract timeline, following this formula:

$$P_n = P_o * \left( Y\% \left( \frac{I_n}{I_o} \right) + B\% \left( \frac{L_n}{L_o} \right) \right)$$

$$P_n = P_o * \left( 35\% \left( \frac{I_n}{I_o} \right) + 65\% \left( \frac{L_n}{L_o} \right) \right)$$

$P_n$  = Adjusted Contract price

$p_o$  = Last period Contract price

$\%Y$  =Percentage of the offer attributable to material-dependent costs (35%)

$\% B$  = Percentage of the offer attributable labor costs (65%)

$I_o$  = PCU33651033651054<sup>1</sup> Calculated using the index of the month of NTP and in subsequent years the index of the previous contract anniversary month

$I_n$  = PCU33651033651054<sup>1</sup> Calculated using the index of the month of first contract anniversary and in subsequent years the index of the respective contract anniversary month

$L_o$  = AHETPI<sup>2</sup> Calculated using the index of the month of NTP and in subsequent years the index of the previous contract anniversary month

$L_n$  = AHETPI<sup>2</sup> Calculated using the index of the month of first contract anniversary and in subsequent years the index of the respective contract anniversary month

---

<sup>1</sup> Producer Price Index by Industry: Railroad Rolling Stock Manufacturing: Railway Maintenance of Way Equipment and Parts, Parts for all Railcars, and Other Railway Vehicle

<sup>2</sup> Average Hourly Earnings of Production and Nonsupervisory Employees



Note: There will be no downward adjustment.

If material and/or labor Index goes negative, price will remain the same.

If material or labor Index goes positive, price will change upwards based on formula.

## 5.5 Offer Validity

This Proposal and the pricing contained herein are valid until December 31st, 2023.

## 5.6 Summary

The table below summarizes pricing, ramp-up time, and turnaround time. Price and schedule impacts of including float material can be discussed and optimized between MTS and Siemens.

**Table 6 - Project Summary**  
**Power Axle Overhaul**

<b>Ramp-up Time</b>	12 months
<b>Average Turnaround time</b>	7 weeks per set
<b>Price per axle</b>	\$ 53,400.00
<b>TOTAL Price (no Options)</b>	\$14,364,600.00

**Michael Tyler**

Head of Customer Services  
Siemens Mobility North America

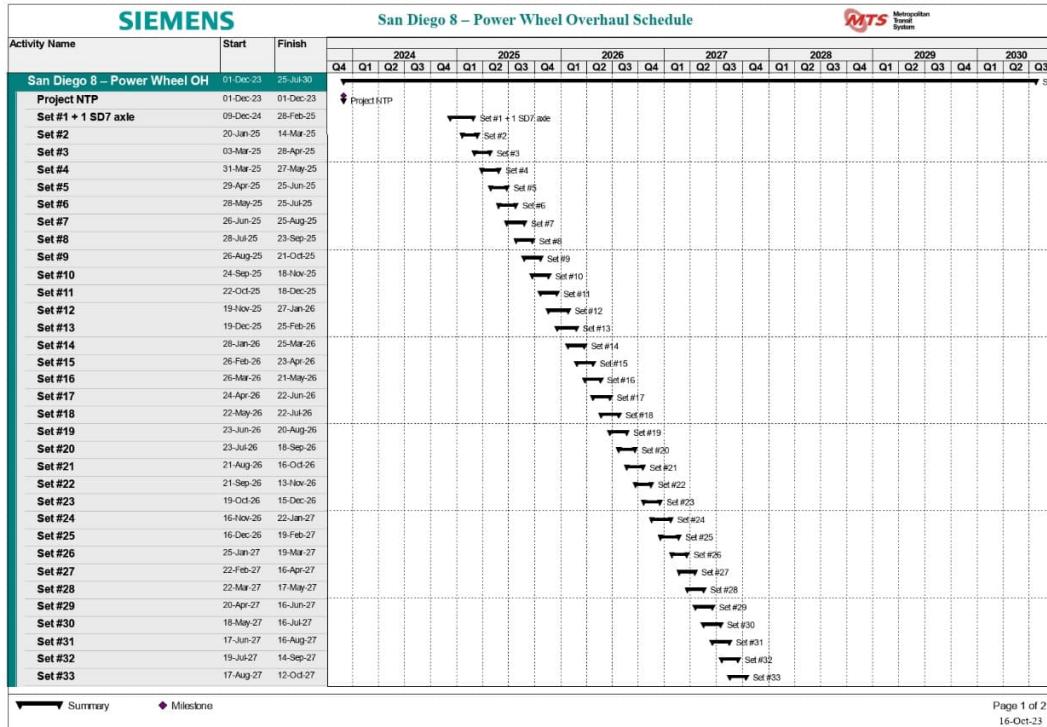
**Natalie Liggett**

Head of Finance, Customer Services  
Siemens Mobility North America



# Attachment A:

## Overhaul Schedule Outline







**Metropolitan  
Transit  
System**

## **Agenda Item No. 16**

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

December 14, 2023

**SUBJECT:**

MTS Collateral Distribution 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. G2840.0-24 (in substantially the same format as Attachment A), with Certified Folder Display Service, Inc. (Certified Folder), for Collateral Distribution Services for a four (4) year base period with two (2) 1-year options for a total cost of \$182,360.16; and
- 2) Exercise the option years at the CEO's discretion.

**Budget Impact**

The total contract cost of this contract is estimated to be \$182,360.16 (Attachment B). The project will be funded by the Marketing Operating Budget account 571140-551010.

**DISCUSSION:**

MTS is seeking a qualified contractor who has a proven delivery system in the San Diego Metropolitan Area including high traffic areas adjacent to the International Border to distribute up to 300,000 individual pieces of MTS collateral (maps, timetables, brochures, pocket schedules). Distribution is intended to reach existing and potential customers at major activity hubs such as state and local visitor information centers and parks, airports, hotels, military bases, universities and colleges, and major employers. MTS will provide the collateral items to the contractor for distribution.

On September 18, 2023, MTS issued a Request for Proposals (RFP) for Collateral Distribution Services on PlanetBids. MTS received one (1) proposal on the due date of October 20, 2023 from the following:



Proposer	Firm Certifications
Certified Folder	None, but meets U.S. SBA's small business size standard

To confirm the solicitation was not restrictive, MTS conducted a post-proposal survey with prospective proposers requesting their reason(s) for not proposing. MTS received three (3) responses. The responses determined that neither the RFP nor MTS's procurement processes played a role in their decision not to participate, and staff proceeded as a competitive solicitation.

Certified Folder's proposal was deemed responsive and responsible and was evaluated by a committee comprised of a representative from the MTS Marketing department. The proposal was evaluated on the following:

Qualifications, Related Experience, Staffing and References	40%
Work Plan and Technical Approach	30%
Cost and Price Proposal	<u>30%</u>
	100%

The following table illustrates the initial score of Certified Folder:

PROPOSER	ICE	TOTAL COST	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100
Certified Folder	\$115,676.00	\$182,360.16	56.67	17.00	73.67

As a result of the initial review, MTS requested additional clarifications from Certified Folder regarding their proposed process for adding and removing locations, proposed San Diego County Visitor Marketing program, and proposed cost form. MTS also requested a best and final offer (BAFO). Certified Folder did not submit a BAFO. Based on the additional information received from Certified Folder, their technical and cost scores remained the same as follows:

PROPOSER	TOTAL COST	TOTAL AVG TECH SCORE	TOTAL AVG COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100
Certified Folder	\$182,360.16	56.67	17.00	73.67

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

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

- 1) Execute MTS Doc. G2840.0-24 (in substantially the same format as Attachment A), with Certified Folder for Collateral Distribution Services for a four (4) year base period with two (2) 1-year options for a total cost of \$182,360.16; and
- 2) Exercise the option years at the CEO's discretion.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2840.0-24  
B. Cost Proposal



# Metropolitan Transit System

**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. G2840.0-24**

**COLLATERAL DISTRIBUTION SERVICES**

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

Name: <u>Certified Folder Display Service, Inc.</u>	Address: <u>1120 Joshua Way</u>
	<u>Vista CA 92081</u>
	<u>City State Zip</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u><a href="mailto:patf@certifiedfolder.com">patf@certifiedfolder.com</a></u>
Telephone: <u>(760) 727-5100 x 102</u>	
Authorized person to sign contracts <u>Patrick Fearn</u>	<u>President</u>
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), and Forms (Exhibit D),

The contract term is for up to four (4) base years and two (2) option years, exercisable at MTS's sole discretion, for a total of six (6) years. Base period shall be effective January 1, 2024 through December 31, 2027 and option years shall be effective January 1, 2028 through December 31, 2029, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$121,573.44 for the base years and \$60,786.72 for the option years, for a contract total not to exceed \$182,360.16 without the express written consent of MTS.

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





## Collateral Distribution Price Proposal Worksheet

**Instructions:** For each geographical area, please enter the site location, corresponding estimated foot traffic, estimated number of brochures to be delivered to each location, and the unit price. The total cost per site is the unit price multiplied by the total cost per site. The total amount for each geographical area is the sum of the total cost per site. The grand total of the price proposal is the sum of the total amount for each geographical area. Proposal shall provide fixed unit price per month for the four (4) base years and two (2) 1-year options.

Locations							
#	Site Location	Estimated Foot Traffic Per Month	Estimated No. of Brochures at Site Per Month	Unit Price Per Month	UOM	Frequency Per Year	Annual Cost Per Site
1	San Diego Superior Court	n/a	n/a	n/a	ea.	12	\$0
2	San Diego Central Library	n/a	n/a	n/a	ea.	12	\$0
3	Balboa Park Visitors Center	n/a	n/a	Included below	ea.	12	Included below
4	Cool Down Coffee	n/a	n/a	n/a	ea.	12	\$0
5	Old Town Transit Center AMART	n/a	n/a	Included below	ea.	12	Included below
6	El Cajon Transit Center AMART	n/a	n/a	n/a	ea.	12	\$0
7	Chula Vista Chamber of Commerce	n/a	n/a	Included below	ea.	12	Included below
8	Coronado Visitors Center	n/a	n/a	n/a	ea.	12	\$0
9	East County Chamber	n/a	n/a	Included below	ea.	12	Included below
10	Escondido Visitors Center	n/a	n/a	n/a	ea.	12	\$0
11	Imperial Beach Visitors Center	n/a	n/a	Included below	ea.	12	Included below
12	La Mesa Chamber of Commerce	n/a	n/a	Included below	ea.	12	Included below
13	National City Chamber of Commerce	n/a	n/a	Included below	ea.	12	Included below
14	Poway Chamber of Commerce	n/a	n/a	Included below	ea.	12	Included below
15	San Diego City College	n/a	n/a	n/a	ea.	12	\$0
16	Mesa College	n/a	n/a	n/a	ea.	12	\$0
17	Miramar College	n/a	n/a	n/a	ea.	12	\$0
18	Southwestern College	n/a	n/a	n/a	ea.	12	\$0
19	Naval Base Coronado	n/a	50-100	Included below	ea.	12	Included below
20	Naval Base 32nd Street	n/a	50-100	Included below	ea.	12	Included below
21	Naval Base Point Loma	n/a	50-100	Included below	ea.	12	Included below
22	Santa Fe Depot	n/a	50-100	Included below	ea.	12	Included below
23	Airport	n/a	200-300	\$330.00	ea.	12	\$3,960.00
24	San Diego Convention Center	n/a	50-100	\$150.00	ea.	12	\$1,800.00
<b>Additional Proposed Locations:</b>							
	San Diego Waterfront VIC	n/a	75-125	\$105.00	ea.	12	\$1,260.00
	California Welcome Center at Oceanside	n/a	75-125	\$75.00	ea.	12	\$900.00
	San Diego County Visitor Marketing program (424 sites)	n/a	8,000-12,000	\$1,872.78	ea.	12	\$22,473.36
	MONTHLY TOTAL COST			\$2,532.78	ea.		
						<b>ANNUAL TOTAL COST</b>	<b>\$ 30,393.36</b>
						<b>TOTAL CONTRACT COST</b>	<b>\$ 182,360.16</b>



## Agenda Item No. 17

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

December 14, 2023

**SUBJECT:**

Non-Revenue Vehicles - Body Shop Repairs – 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. G2758.0-23 (in substantially the same format as Attachment A), with Carlos Guzman, Inc. (Guzman), a Disadvantage Business Enterprise (DBE), for the provision of non-revenue vehicles body shop repairs services for five (5) years, for a total of \$623,765.24.

Budget Impact

The total contract cost of services is estimated to be \$623,765.24 (Attachment C). The project will be funded by various operating budgets for San Diego Trolley, Inc. (SDTI) Facilities Maintenance 380016-536200, Security 420010-536200, For-Hire Vehicle Administration Regulatory Inspector Vehicles (FHVA) 761018-536200, MTS Administration (MTS Admin) 902010-536200, Light Rail Vehicle (LRV) Maintenance 350016-536200, Transportation 250016-536200, Track 370016-536200, and Maintenance of Way (MOW) Departments 360016-536200. The table below reflects the estimated annual costs:

Contract Term	SDTI	Security	Track	MOW	LRV	FHVA	MTS Admin	Transportation
	380016 - 536200	420010 - 536200	370016 - 536200	360016 - 536200	350016 - 536200	761018 - 536200	902010 - 536200	250016 - 536200
YEAR 1	\$31,949.26	\$37,737.80	\$8,657.86	\$8,732.71	\$15,980.87	\$5,100.86	\$10,880.00	\$5,713.69
YEAR 2	\$31,949.26	\$37,737.80	\$8,657.86	\$8,732.71	\$15,980.87	\$5,100.86	\$10,880.00	\$5,713.69
YEAR 3	\$31,949.26	\$37,737.80	\$8,657.86	\$8,732.71	\$15,980.87	\$5,100.86	\$10,880.00	\$5,713.69
YEAR 4	\$31,949.26	\$37,737.80	\$8,657.86	\$8,732.71	\$15,980.87	\$5,100.86	\$10,880.00	\$5,713.69
YEAR 5	\$31,949.26	\$37,737.80	\$8,657.86	\$8,732.71	\$15,980.87	\$5,100.87	\$10,880.00	\$5,713.69
Total	\$159,746.28	\$188,688.99	\$43,289.31	\$43,663.57	\$79,904.33	\$25,504.31	\$54,400.00	\$28,568.45
<b>GRAND TOTAL (5 Years)</b>								<b>\$623,765.24</b>

**DISCUSSION:**



MTS operates a fleet of approximately 96 non-revenue vehicles for both administrative purposes and maintenance of our facilities and assets. The fleet composition consists of both large and small vehicles, ranging from automobiles to police interceptors, vans, pick-up trucks up to one (1) ton in gross vehicle weight, and larger specialty trucks.

MTS is seeking a contractor to provide automotive body repair on an as-needed basis for the non-revenue vehicle fleet. MTS has experienced maintenance vehicles being out-of-service for an extended period due to post-accident body damage. Securing a multiyear contract for this service will drastically reduce the time the vehicles are out-of-service and streamline the vehicle repair process resulting from an accident. The contract is based on a firm fixed labor rate which will avoid any after-the-fact price increases.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements and service contracts over \$150,000.00. On August 3, 2023, MTS issued a Request for Proposals (RFP) for qualified proposers to provide Non-Revenue Vehicles Body Shop Repairs services for five (5) years.

On September 27, 2023, two (2) proposals were received:

Proposer Name	Firm Disadvantaged Business Enterprise Certification
Rivera's Body Shop Inc. *	N/A
Guzman	DBE

*\*Non-responsive proposer*

Rivera's Body Shop Inc.'s proposal was rejected and deemed as non-responsive as they did not submit any documents per the RFP requirements, including Buy America.

An evaluation committee consisting of representatives from Finance, LRV Maintenance, and Facilities departments met and scored the proposal based on the following evaluation criteria:

Evaluation Criteria	Total Possible Points
Qualifications of the Firm	30
Staffing, Organization, and Management Plan	20
Work Plan	25
Cost and Price	25
<b>Total</b>	<b>100</b>

The table below represents the initial score and ranking:

Proposer Name	Initial Cost	Technical Score	Cost Score	Total Score (Maximum total score: 100)	Ranking
Guzman	\$649,805.71	58.67	25.00	83.67	1
Rivera's Body Shop Inc.	\$496,235.47	0.00	0.00	0.00	N/A

After the initial evaluations, the committee requested a Request for Revised Proposal No. 1 to the proposer regarding their proposed hourly rate and material mark-up cost and clarification on a specification per the RFP.

Next, the committee requested for a Revised Proposal No. 2. The letter requested Guzman to submit their best offer on the material mark-up cost. The committee met to re-evaluate and rescore the proposal based on the additional information gained.

The table below reflects the final scores and ranking:

Proposer Name	Final Cost	Technical Score	Cost Score	Total Score (Maximum total score: 100)	Ranking
Guzman	\$623,765.24	61.00	25.00	86.00	1

Guzman lowered their cost to \$623,765.24 with a cost savings of \$26,040.47 to MTS. Based on the objectives of this procurement and consideration of the evaluation criteria, Guzman presented a competitive proposal.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G2758.0-23 (in substantially the same format as Attachment A), with Guzman, a DBE, for the provision of non-revenue vehicles body shop repairs services for five (5) years, for a total of \$623,765.24.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2758.0-23  
B. Scope of Work  
C. Cost Form

**STANDARD AGREEMENT  
FOR  
MTS DOC. NO. G2758.0-23**

**NON-REVENUE VEHICLES BODY SHOP REPAIRS**

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

Name: Carlos Guzman Inc. Address: 1619 E. Creston Ave.  
Signal Hill CA 90755  
City State Zip  
 Form of Business: S Corp  
 (Corporation, Partnership, Sole Proprietor, etc.) Email: [johndg@cginc-usa.com](mailto:johndg@cginc-usa.com)  
 Telephone: 702-401-2996

Authorized person to sign contracts John D. Guzman COO  
Name Title

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

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

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$623,765.24 without the express written consent of MTS.

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

# SCOPE OF WORK/TECHNICAL SPECIFICATIONS

---

## 1. SCOPE/BACKGROUND

The San Diego Metropolitan Transit System (MTS) is seeking a Contractor to provide automotive body repair on an as-needed basis for its non-revenue vehicle fleet. MTS operates a fleet of vehicles which are gasoline and diesel fuel-powered. The fleet composition consists of foreign and domestic automobiles, both large and small, ranging from automobiles to police interceptors; vans, pick-up trucks up to one (1) ton in gross vehicle weight and larger specialty trucks.

MTS plans to award this contract to the Contractor whose proposal represents the overall best value and whose offer it deems most advantageous. Upon award of the contract, MTS will request repair estimates on an as-needed basis from the successful Proposer. Contractor will provide a written estimate to include labor hours and necessary parts needed. The MTS Project Manager (PM) or their designee will review and shall have approval authority of work to be assigned. The Contractor shall perform all required labor at a fixed hourly labor rate and all materials needed to make the repair at their cost with a reasonable percentage (%) markup as agreed to per the terms of this contract.

The contract term shall be a five (5) year period effective January 1, 2024 through December 31, 2028.

Proposer shall propose for all the services required in this RFP. MTS will select one successful proposer, and issue one contract. Once the contract is awarded, seven (7) separate purchase orders (POs) will be issued, one for each group as shown below:

- Security, Code Compliance Inspectors (CCI)
- For-Hire Vehicle Administration (Taxi) & MTS Administration
- Facilities
- Light Rail Vehicle (LRV)
- Transportation
- Track
- Maintenance of Way (MOW)

## 2. CONTRACTOR'S MINIMUM QUALIFICATIONS

- 2.1. Contractor shall be regularly and continuously engaged in the business of providing vehicle body repair services for at least five (5) years.
- 2.2. Contractor must have at least three (3) years of experience in servicing/repairing fleet vehicles with satisfactory references.
- 2.3. Contractor shall possess all required permits and licenses necessary to supply product and/or perform services.

## 5.3. REQUIREMENTS

- 3.1. Contractor shall be required to inspect the vehicle at one of the MTS facilities to provide a complete repair estimate within twenty-four (24) hours of request.
- 3.2. Contractor shall be responsible for the pick-up and delivery of MTS vehicles from their current location to the repair shop, and back to the location. Vehicles may be driven to and from repair shop if the vehicles are road worthy.

- 3.3. All vehicles shall be repaired to their original conditions as specified by the MTS.
- 3.4. Supplemental estimates, which means additional cost of repair for hidden damage beyond the original requested estimate, will be reviewed on a case-by-case basis.
- 3.5. Contractor must notify the MTS of any delays to the repair of a vehicle.
- 3.6. Parts shall consist of both foreign and domestic automotive spare parts in conformity with the composition of MTS' fleet of vehicles.
- 3.7. Parts shall consist of original equipment manufacturer (OEM) parts or aftermarket equivalents. Equivalents shall meet or exceed the OEM designed specifications for the particular replacement part application, and shall contain warranties equivalent to or exceeding OEM parts warranty coverage.
- 3.8. Remanufactured or rebuilt parts may be acceptable for certain items (starters, alternators, drive axles, etc.); however, MTS must agree to the use of such remanufactured or rebuilt parts in Contractor's quotation for repair. Other critical items (water pumps, oil pumps, fuel pumps, etc.) shall only be new parts and of recognized brand names acceptable to MTS.
- 3.9. All parts and supplies provided shall be warranted for a minimum period of six (6) months or eight thousand (8,000) miles, or for any manufacturer warranty period, whichever is greater. Warranted parts shall be replaced with new parts at no additional cost to MTS. All warranty information will be made available to MTS.
- 3.10. Parts may consist of automotive parts sold only by dealers of certain vehicle manufacturers ("Dealer Only" parts). MTS shall notify Contractor if any part(s) requested shall be Dealer Only parts.
- 3.11. When suspension damage is involved, proposer shall repair vehicle alignment to meet factory specifications. The Contractor shall provide alignment sheets with specifications showing all alignment angles, both before and after repair.
- 3.12. Contractor must use waterborne paint for all paint work. Polyurethane paint, water base, or standard paint may be used where legal.

#### **4. DELIVERABLES/REPORTS**

- 4.1. Repair Estimate
  - A. Contractor must provide a repair estimate within twenty-four (24) hours after vehicle inspection for MTS review and approval.
  - B. At MTS' sole discretion, it will evaluate estimate and determine whether to not accept estimate or accept estimate, in all or in part. Any requests for additional information or clarification on repair estimates should be provided promptly for MTS's review.
- 4.2. Completion of Work Report
  - A. Contractor shall provide a report itemizing the parts and/or services provided within seventy-two (72) hours of completion of work performed.

**4.3.** Invoices shall contain the following information:

- A. Invoice number and date of invoice;
- B. MTS Purchase Order (PO)/Contract number;
- C. Remit to address;
- D. Vehicle make, model, series, license number, and vehicle mileage;
- E. Description of all work performed;
- F. Itemized list of parts including part numbers;
- G. Total labor hours per the contract fixed hourly labor rate;
- H. Total cost for labor and parts including sales tax on parts/materials payable by the MTS;
- I. Attached copy of approved quotation; and
- J. An acceptable proof of delivery.

**5. WARRANTY**

Contractor expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Proposal expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Contractor warrants that all work and services furnished hereunder shall be guaranteed for a period of at least three (3) years from the date of acceptance by MTS.

**6. SDS REQUIREMENTS**

Some materials used in this contract may be considered hazardous. The Contractor shall provide SDS for each item used in the performance of services, where applicable, to the MTS PM. Said SDS sheets shall be provided after the contract is awarded to the successful proposer. The MTS PM shall approve prior to the usage under this Agreement.

Contractor shall ensure all available SDS are provided to MTS and kept up to date throughout the duration of the contract. Contractor shall provide MTS with SDS copy if new material is proposed for approval prior to usage.

Contractor shall be responsible for the applications of all materials, equipment and/or chemicals as to ensure said items in no way contaminate the facilities, structures, environment, agriculture, water ways, or pose real or perceived harm to personnel, food and equipment, buildings and MTS operations.



It is the Contractor's responsibility to ensure that its employees are trained and adhere to all Environmental Health and Safety (EHS) policies and procedures. The Contractor remains responsible for all adherence to MTS, Local, State, and Federal safety requirements, as applicable, while performing all services described herein.

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

## **7. HAZARDOUS WASTE DISPOSAL**

All hazardous waste generated from repair activities shall be put into a hazardous waste container and disposed of by a qualified and licensed disposal company. MTS reserves the right to audit the waste disposal management and documentation to ensure compliance when hazardous disposal is done. Hazardous waste recordkeeping of MTS disposal documents for a period of three (3) years is required.

## **8. ENVIRONMENTAL AND SAFETY REGULATIONS**

MTS or government regulatory agencies will inspect the facility for proper operation and compliance with environmental and safety regulations regularly. These inspections may be held without any prior notification to Contractor. As part of the inspection, the Contractor's compliance with Federal Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), California Air Resources Board (CARB), San Diego Air Pollution Control District (APCD), San Diego Fire Department (SDFD), the County of San Diego Department of Environmental Health (DEH) and MTS regulations will be monitored.

Any issues found will be addressed with the Contractor for immediate resolution within the time period mandated by the regulatory agency. Any violation of OSHA, CAL OSHA, SDFD, EPA or MTS safety and fire regulations may cause an immediate cessation of work until resolved by the Contractor and cleared by the appropriate agency. Contractor will bear the sole responsibility for keeping itself informed of any changes to environmental laws or regulations. The Contractor will be thoroughly familiar with all regulatory requirements as they pertain to vehicle repair operations, as well as, all local, state, and federal regulations relative to hazardous waste, storm water runoff, fire safety, and air pollution. The Contractor is expected to comply with all regulatory requirements. If MTS is cited and/or fined due to Contractor's non-compliance with any regulation or failure to comply to written violations, the amount of fine will be deducted from the next payment due to the Contractor. At its sole determination MTS may consider such non-compliance of any rule or written violation a material breach of this agreement and all other agreements and may immediately terminate these agreements.

## **9. BUY AMERICA**

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

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

**10.2. MANUFACTURED PRODUCT**

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

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

**10.4. IRON OR STEEL**

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

**10. INVOICES**

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

Payment terms shall be net 30 days from invoice date.

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

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

**G2758.0-23  
Non-Revenue Vehicles Body Shop Repairs  
ATT 1 - Cost Form**

**\*\* Fill in the Blue Cells \*\***

Year 1		
LABOR		
Estimated Labor Hours*** 937	Proposer's Hourly Rate \$ <span style="background-color: #add8e6;">84.00</span>	Estimated Total \$ 78,708.00
MATERIAL(s)		
The proposer shall perform all required labor at a fixed labor rate and all materials needed to make the repair at their cost plus a		
MTS's Estimated Materials Amount \$ 30,169.36	Proposer's Markup % <span style="background-color: #add8e6;">10%</span>	Estimated Total (Markup + MTS's Estimated Materials Amount) \$ 33,186.30
Estimated Total (Labor + Hours)		
		<b>\$ 111,894.30</b>
<p><b>***This is the estimated accumulative amount of hours for all groups/departments. Costs shall be total all-inclusive, including, but not limited to, transporting a vehicle to and from MTS, travel, insurance, etc. No additional costs are allowed.</b></p> <p><b>*The estimates described and displayed on this pricing form is for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the cost form, and it is dictated by MTS's actual requirements and the available funding at the time each order is initiated.</b></p>		

Year 2		
LABOR		
Estimated Labor Hours*** 937	Proposer's Hourly Rate \$ 89.00	Estimated Total \$ 83,393.00
MATERIAL(s)		
The proposer shall perform all required labor at a fixed labor rate and all materials needed to make the repair at their cost plus a reasonable % markup to be agreed to by the terms of this contract.		
MTS's Estimated Materials Amount \$ 31,677.83	Proposer's Markup % 10%	Estimated Total (Markup + MTS's Estimated Materials Amount) \$ 34,845.61
Estimated Total (Labor + Hours)		
		<b>\$ 118,238.61</b>
<p><b>***This is the estimated accumulative amount of hours for all groups/departments. Costs shall be total all-inclusive, including, but not limited to, transporting a vehicle to and from MTS, travel, insurance, etc. No additional costs are allowed.</b></p> <p><b>*The estimates described and displayed on this pricing form is for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the cost form, and it is dictated by MTS's actual requirements and the available funding at the time each order is initiated.</b></p>		

Year 3		
LABOR		
Estimated Labor Hours*** 937	Proposer's Hourly Rate \$ 94.00	Estimated Total \$ 88,078.00
MATERIAL(s)		
The proposer shall perform all required labor at a fixed labor rate and all materials needed to make the repair at their cost plus a		
MTS's Estimated Materials Amount \$ 33,261.72	Proposer's Markup % 10%	Estimated Total (Markup + MTS's Estimated Materials Amount) \$ 36,587.89
Estimated Total (Labor + Hours)		
		\$ 124,665.89
<p>***This is the estimated accumulative amount of hours for all groups/departments. Costs shall be total all-inclusive, including, but not limited to, transporting a vehicle to and from MTS, travel, insurance, etc. No additional costs are allowed.</p> <p>*The estimates described and displayed on this pricing form is for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the cost form, and it is dictated by MTS's actual requirements and the available funding at the time each order is initiated.</p>		

Year 4		
LABOR		
Estimated Labor Hours*** 937	Proposer's Hourly Rate \$ 99.00	Estimated Total \$ 92,763.00
MATERIAL(s)		
The proposer shall perform all required labor at a fixed labor rate and all materials needed to make the repair at their cost plus a		
MTS's Estimated Materials Amount \$ 34,924.80	Proposer's Markup % 10%	Estimated Total (Markup + MTS's Estimated Materials Amount) \$ 38,417.28
Estimated Total (Labor + Hours)		
		\$ 131,180.28
<p>***This is the estimated accumulative amount of hours for all groups/departments. Costs shall be total all-inclusive, including, but not limited to, transporting a vehicle to and from MTS, travel, insurance, etc. No additional costs are allowed.</p> <p>*The estimates described and displayed on this pricing form is for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the cost form, and it is dictated by MTS's actual requirements and the available funding at the time each order is initiated.</p>		

Year 5		
LABOR		
Estimated Labor Hours***	Proposer's Hourly Rate	Estimated Total
937	\$ 104.00	\$ 97,448.00
MATERIAL(s)		
The proposer shall perform all required labor at a fixed labor rate and all materials needed to make the repair at their cost plus a		
MTS's Estimated Materials Amount	Proposer's Markup %	Estimated Total (Markup + MTS's Estimated Materials Amount)
\$ 36,671.05	10%	\$ 40,338.15
Estimated Total (Labor + Hours)		
		<b>\$ 137,786.15</b>
<p>***This is the estimated accumulative amount of hours for all groups/departments. Costs shall be total all-inclusive, including, but not limited to, transporting a vehicle to and from MTS, travel, insurance, etc. No additional costs are allowed.</p> <p>*The estimates described and displayed on this pricing form is for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the cost form, and it is dictated by MTS's actual requirements and the available funding at the time each order is initiated.</p>		

Summary for Each Year (Includes Labor and Material)		
YR 1	\$	111,894.30
YR 2	\$	118,238.61
YR 3	\$	124,665.89
YR 4	\$	131,180.28
YR 5	\$	137,786.15
<b>TOTAL</b>	<b>\$</b>	<b>623,765.24</b>



**Metropolitan  
Transit  
System**

## **Agenda Item No. 18**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

A-Yard Asphalt Resurfacing and Repairs – Work Order Agreement

**RECOMMENDATION:**

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-27 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$578,092.38 for the resurfacing and repair of the asphalt at the San Diego Trolley Inc. (SDTI) Facilities Maintenance A-Yard (A-Yard).

**Budget Impact**

The total contract cost for this work order is estimated to be \$578,092.38. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$11,272.80. The project will be funded by the San Diego Trolley Inc. (SDTI) Facilities Operating Budget 380016-571142.

**DISCUSSION:**

MTS A-Yard, located adjacent to SDTI Building A on 12 S. 13<sup>th</sup> Street, hosts all of the access to Central Control, LRV, MOW and Transportation Department, and maintenance facilities of its Trolleys. The existing asphalt concrete at the A-Yard is currently antiquated, showing cracks and numerous tripping hazards. This project consists of mill and overlay of approximately 65,000 square feet (sq. ft.) of the existing yard, and installation of new parking line markings. This work will bring the A-Yard to a state of good repair, thus mitigating potential risks and costs to MTS in the future.

Today's proposed action would issue a work order to ABCGC under their JOC General Civil Construction master agreement to provide materials, labor, and equipment for the A-Yard Asphalt Resurfacing and Repairs. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed within 90 days of issuance of the notice to proceed. ABCGC will be utilizing Koch General Engineering, a Small Business (SB), as a subcontractor for this work order.





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

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

On April 12, 2019, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide on-call JOC General Civil Construction services that primarily consists of repair, remodeling, or other repetitive work for general civil and site improvements, including earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.

Three (3) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On June 13, 2019 (Agenda Item (AI) 12), the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWG347.0-22 with ABCGC for Civil Construction Services. Today's work order would be issued under this master agreement.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-27 under JOC to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$578,092.38 for the A-Yard Asphalt Resurfacing and Repairs.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Draft Work Order MTSJOC347-27



# Metropolitan Transit System

## JOB ORDER CONTRACT WORK ORDER

PWG347.0-22  
CONTRACT NUMBER

MTSJOC347-27  
WORK ORDER NUMBER

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

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

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

Telephone: 619.937.1010

Authorized person to sign contracts: Travis Brozowski President  
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG347.0-22), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$578,092.38

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



**EXHIBIT A**  
**(Scope of Work)**

DRAFT



# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

## Final Scope of Work

Date: 11/14/2023

Job Order Contracting

<b>To:</b>	<b>From:</b>
<b>Contract No:</b>	PWG347.0-22
<b>Job Order No:</b>	MTSJOC347-27
<b>Job Order Title:</b>	A-Yard Asphalt Resurfacing & Repairs
<b>Location:</b>	Building A 12 S. 13th Street San Diego, CA 92101
<b>Brief Scope of Work:</b>	Asphalt Resurfacing & Repair at A-Yard.

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

## DETAILED SCOPE OF WORK

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Conformed Special Provisions.

This work consists of **A-YARD RESURFACING & REPAIRS**

### I. SCOPE OF WORK - The contractor shall:

- Removal and/or grinding of the existing asphalt – refer to Exhibit A for marked up scope.
- Replacement of asphalt concrete paving – 2",4", & 6" Overlay; if necessary re-grading the area. Slope shall be maintained as per the existing.
- Asphalt crack repair & seal.
- Pavement Parking Markings – white & green line
- Protect the necessary existing track rail, etc.

### II. SUBMITTALS:

- Asphalt Concrete Mix design
- Pavement Marking Product Data
- Phasing Schedule – to distribute with Stakeholders

### III. STAGING:

- It is the Contractor's responsibility to keep and store all materials and equipment within the work area as possible. Any further staging would have to be coordinated with the MTS Project Manager. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

**IV. EXISTING UTILITIES:**

- The contractor shall notify the Engineer and Underground Service Alert (USA) (800) 422-4133 (if applicable) at least two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, wire or other structure.
- Contractor is to locate and protect in-place all existing underground facilities. The contractor shall coordinate with MTS personnel in order to have said facilities located and marked out by Cable, Pipe and Leak Detection (CPL) (619) 660-0844, or other approved utility locating subcontractor familiar with MTS facilities. All coordination and costs associated with (CPL) shall be provided by the contractor. If the Contractor cannot protect in-place existing underground facilities, the Contractor shall replace any damaged or removed underground facilities in a timely manner as to not allow for extended delays to the trolley services. If the services are subject to extended delays, the contractor shall notify MTS prior to the expiring of the original scheduled work time.
- Where such facilities are not located on the plans, no work shall be performed near said facilities until the owner, or his representative, has located the facility by potholing, probing, or other means that locate and identify the facility.

**V. CONSTRUCTION SURVEYING:**

- All field construction surveying required for accurate horizontal and vertical location of the asphalt, and other various items of work on the contract shall be furnished by the Contractor. For the asphalt, the elevation, slope, and location should generally be based on what is existing.

**VI. TEMP FACILITIES:**

- Contractor is responsible for temp power and water if there is not a close or local source.

**VII. SAFETY AND ACCESS:**

- All work will occur within the work hours, and so caution must be taken around. Cover protection for construction might require.'

**VIII. WASTE:**

- The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall not use any onsite receptacles to dispose of material generated during the performance of this contract. Contractor is responsible for general cleanup at the end of each work day.

**IX. SCHEDULE:**

- All work shall be completed as soon as possible within 90 calendar days from issuance of NTP.

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

**EXHIBIT B**  
**(Cost Breakdown)**



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Job Order: MTSJOC347-27

Proposal Value: \$578,092.38

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Approved Date: November 8, 2023

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$153,550.85	\$0.00	\$0.00	\$153,550.85
02	Existing Conditions	\$2,124.97	\$0.00	\$0.00	\$2,124.97
31	Earthwork	\$10,496.12	\$0.00	\$0.00	\$10,496.12
32	Exterior Improvements	\$407,634.45	\$0.00	\$0.00	\$407,634.45
50	Custom Standards And Assemblies	\$4,285.99	\$0.00	\$0.00	\$4,285.99
Line Count: 29			<b>Proposal Total:</b>		<b>\$578,092.38</b>

The Percentage of Non Pre-Priced on this Proposal:

0.0%





# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Job Order: MTSJOC347-27

Proposal Value: \$578,092.38

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Approved Date: November 8, 2023

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

<b>01 General Requirements</b>	<b>\$153,550.85</b>
--------------------------------	---------------------

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012216000004	Reimbursable Fees	Installation	1,694.00	\$1.00	EA	1.0000	\$1,694.00
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	EA	1.0000	\$0.00
<b>Includes Labor No Includes Equipment No Includes Materials Yes</b>								

**User Note:** mts train class fee  
11 guys x 154 each

**Item Note:** Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

<b>Total:</b>	<b>\$1,694.00</b>
---------------	-------------------

2	012220000027	Laborer	Installation	44.00	\$78.51	HR	1.1297	\$3,902.48
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	HR	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment No Includes Materials No</b>								

**User Note:** 11 guys x 4 hr class

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

<b>Total:</b>	<b>\$3,902.48</b>
---------------	-------------------

3	012220000027	Laborer	Installation	64.00	\$78.51	HR	1.1297	\$5,676.34
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	HR	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment No Includes Materials No</b>								

**User Note:** 2 escorts (1 at gate & 1 in middle of site) x 4 days

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

<b>Total:</b>	<b>\$5,676.34</b>
---------------	-------------------

\* Includes Price Changes due to Construction Task Catalog update



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Job Order: MTSJOC347-27

Proposal Value: \$578,092.38

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Approved Date: November 8, 2023

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

4	012223000271	Self-Propelled Street Sweeper With Hopper And Full-Time Operator	Installation	4.00	\$1,739.30	DAY	1.1297	\$7,859.55
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	DAY	1.1297	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								

<b>Total:</b>	<b>\$7,859.55</b>
---------------	-------------------

5	012223000288	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator	Installation	4.00	\$1,520.36	DAY	1.1297	\$6,870.20
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	DAY	1.1297	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								

User Note: support the grinder and get small areas that large grinder cant get

Item Note:

<b>Total:</b>	<b>\$6,870.20</b>
---------------	-------------------

6	012223001350	18 CY Rear Dump Truck With Full-Time Truck Driver	Installation	24.00	\$2,021.67	DAY	1.1297	\$54,813.13
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	DAY	1.1297	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								

Owner Comments: V:1.2-Could you elaborate the 6trucks? Are this for disposal only? or also during the asphalt laying? I believed, we only need it during the milling

Contractor Comments: V:1.3-6 Trucks x 4 days

User Note: 6 trucks x 4 days

Item Note:

<b>Total:</b>	<b>\$54,813.13</b>
---------------	--------------------

7	012223001358	2,000 Gallon Water Truck With Full-Time Driver	Installation	4.00	\$1,288.41	DAY	1.1297	\$5,822.07
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	DAY	1.1297	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials Yes								

User Note: to transport water to site

Item Note:

<b>Total:</b>	<b>\$5,822.07</b>
---------------	-------------------

\* Includes Price Changes due to Construction Task Catalog update



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Proposal Value: \$578,092.38

Approved Date: November 8, 2023

Job Order: MTSJOC347-27

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

8	017113000004	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed	Installation	5.00	\$1,449.76	EA	1.1297	\$8,188.97
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	EA	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

User Note: paver, 2 bobcat, 2 rollers

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.

**Total: \$8,188.97**

9	017113000005	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' Bed	Installation	25.00	\$11.60	MI	1.1297	\$327.61
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	MI	1.1297	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								

**Total: \$327.61**

10	017419000036	General Refuse	Installation	828.00	\$62.43	TON	1.1297	\$58,396.50
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	TON	1.1297	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: 443 cy x 2 tn/cy = 887 tns

1 cy of dirt x 2 tn/cy = 2tns

Item Note:

**Total: \$58,396.50**

02 Existing Conditions **\$2,124.97**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
----------	------------	-------------	------	----------	------------	-----	--------	------------

\* Includes Price Changes due to Construction Task Catalog update



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Proposal Value: \$578,092.38

Approved Date: November 8, 2023

Job Order: MTSJOC347-27

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

11	024113130020	>6" To 8" By Hand, Break-up And Remove Bituminous Paving	Installation	300.00	\$6.27	SF	1.1297	\$2,124.97
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	SF	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials No</b>								

User Note: areas that grinders cant get to

Item Note:

**Total: \$2,124.97**

**31 Earthwork \$10,496.12**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
12	312316360009	Excavation For Building Foundations And Other Structures By Hand in Soil	Installation	2.00	\$118.67	CY	1.1297	\$268.12
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	CY	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials No</b>								

User Note: dirt area by fence 40' x 3' x 4"

Item Note:

**Total: \$268.12**

13	312316360022	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand	Installation	240.00	\$37.18	CY	1.1297	\$10,080.54
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	CY	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials No</b>								

User Note: 4" @ 9000 sf x 6" = 167 cy  
 6" @ 3000 sf x 6" = 56 cy  
 dirt area by fence 120 sf x 6" = 2 cy  
 dirt parking area 800 sf x 6" =15 cy

Item Note:

**Total: \$10,080.54**

\* Includes Price Changes due to Construction Task Catalog update



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Job Order: MTSJOC347-27

Proposal Value: \$578,092.38

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Approved Date: November 8, 2023

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

14	312316360029	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Hand	Installation	1.50	\$87.02	CY	1.1297	\$147.46
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	CY	1.1297	\$0.00
<p align="center"><b>Includes Labor Yes Includes Equipment Yes Includes Materials No</b></p>								

User Note: 300 sf of ac x 6" =6 cy  
120 sf x 4" = 1.5 CY

Item Note:

**Total: \$147.46**

**32 Exterior Improvements \$407,634.45**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
15	320116710007	Up To 3" Depth, Limited Cold Milling Of Asphalt	Installation	5,000.00	\$27.55	SY	1.1297	\$155,616.18
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	SY	1.1297	\$0.00
<p align="center"><b>Includes Labor Yes Includes Equipment Yes Includes Materials No</b></p>								

User Note: 2" grinding 45,000 sf /9

Item Note:

**Total: \$155,616.18**

16	320116710008	>3" To 6" Depth, Limited Cold Milling Of Asphalt	Installation	1,334.00	\$36.48	SY	1.1297	\$54,976.08
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	SY	1.1297	\$0.00
<p align="center"><b>Includes Labor Yes Includes Equipment Yes Includes Materials No</b></p>								

User Note: 4" grinding 9000 sf / 9  
6" grinding 3000 sf / 9

Item Note:

**Total: \$54,976.08**

\* Includes Price Changes due to Construction Task Catalog update



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Proposal Value: \$578,092.38

Approved Date: November 8, 2023

Job Order: MTSJOC347-27

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

17	320116740018	Mobilization And Demobilization For Reclamation, Pulverizing And Blending Crew	Installation	1.00	\$1,669.71	EA	1.1297	\$1,886.27
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	EA	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials No</b>								
<b>User Note:</b> grinder move on								
<b>Item Note:</b>								
<b>Total:</b>								<b>\$1,886.27</b>
18	320117630024	Asphalt Placement For Small Repair Areas, Hot Mix, Up To 3 Tons	Installation	13.00	\$2,092.43	EA	1.1297	\$30,729.64
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	EA	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								
<b>User Note:</b> 8 area at switches 4 area that paver and grinder cant go 1 @ 6" patch area								
<b>Item Note:</b> For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.								
<b>Total:</b>								<b>\$30,729.64</b>
19	320117630025	Asphalt Placement For Small Repair Areas, Hot Mix	Installation	90.00	\$241.81	TON	1.1297	\$24,585.55
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	TON	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								
<b>Total:</b>								<b>\$24,585.55</b>
20	321213130006	Tack Coat, 0.11 Gallon/SY	Installation	5,000.00	\$0.94	SY	1.1297	\$5,309.59
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	SY	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								
<b>Total:</b>								<b>\$5,309.59</b>

\* Includes Price Changes due to Construction Task Catalog update



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Job Order: MTSJOC347-27

Proposal Value: \$578,092.38

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Approved Date: November 8, 2023

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

21	321216130002	Bituminous Hot Mix Intermediate Course 3,954 LB/CY	Installation	112.00	\$141.73	TON	1.1297	\$17,932.59
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	TON	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								
<b>Owner Comments:</b> V:1.2-Is this for the 6"? 4" to be Asphalt and 2" is for the base? Please confirm								
<b>Contractor Comments:</b> V:1.3-4" area base ac 9000 sf x 2" =56 cy x 2 tn/cy =112								
<b>User Note:</b> 4" area base ac 9000 sf x 2" =56 cy x 2 tn/cy =112								
<b>Item Note:</b> Includes Type A and Type B with 1/2" to 3/4" course or medium aggregate, placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.								

<b>Total:</b>	<b>\$17,932.59</b>
---------------	--------------------

22	321216130002	For PG64-10 Asphalt, Add	<b>MOD: 0344</b>	Installation	112.00	\$16.77	TON	1.1297	\$2,121.85
Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>							
<b>Includes Labor No Includes Equipment No Includes Materials Yes</b>									
<b>User Note:</b> 2" & 4" areas finish ac 54,000sf x 2" =304 cy x 2 tn/cy =668 tns									
<b>Item Note:</b> Includes Type A and Type B with 1/2" to 3/4" course or medium aggregate, placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.									

<b>Total:</b>	<b>\$2,121.85</b>
---------------	-------------------

23	321216130013	Bituminous Hot Mix Surface Course 3954 LB/CY	Installation	668.00	\$144.11	TON	1.1297	\$108,751.11
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	TON	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								
<b>User Note:</b> Fog Seal in-between Switches								
<b>Item Note:</b> Includes Type A and Type B with 1/2" to 3/4" course or medium aggregate, placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.								

<b>Total:</b>	<b>\$108,751.11</b>
---------------	---------------------

24	321236230002	GuardTop® Asphalt Based Sealcoat (Two Coats)	Installation	35.00	\$2.81	SY	1.1297	\$111.11
Accepted		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	SY	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								
<b>User Note:</b> Fog Seal in-between Switches								
<b>Item Note:</b>								

<b>Total:</b>	<b>\$111.11</b>
---------------	-----------------

\* Includes Price Changes due to Construction Task Catalog update



# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Proposal Value: \$578,092.38

Approved Date: November 8, 2023

Job Order: MTSJOC347-27

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

25	321723130120	Single 4" Wide Solid Line, Painted Pavement Striping For Parking Areas	Installation	3,480.00	\$1.07	LF	1.1297	\$4,206.55
----	--------------	--	--------------	----------	--------	----	--------	------------

Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	LF	1.1297	\$0.00
----------	--	---	-------	----------	--------	----	--------	--------

**Includes Labor Yes Includes Equipment Yes Includes Materials Yes**

**Owner Comments:** V:1.2-Could you provide us a marked up location on this.

**Contractor Comments:** V:1.3-43 stall x 20' =860 lf white line = 300 lf total 1160 x 3 coats (1 temp + 2 permanent ) = 3480

**User Note:** 43 stall x 20' =860 lf white line = 300 lf total 1160 x 3 coats (1 temp + 2 permanent ) = 3480

**Item Note:**

<b>Total:</b>	<b>\$4,206.55</b>
---------------	-------------------

26	321723130122	Single 8" Wide Solid Line, Painted Pavement Striping For Parking Areas	Installation	750.00	\$1.25	LF	1.1297	\$1,059.09
----	--------------	--	--------------	--------	--------	----	--------	------------

Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	LF	1.1297	\$0.00
----------	--	---	-------	----------	--------	----	--------	--------

**Includes Labor Yes Includes Equipment Yes Includes Materials Yes**

**Owner Comments:** V:1.2-Could you provide us a marked up location on this.

**Contractor Comments:** V:1.3-green line =250 lf x 2 coats(1 temp + 2 permanent ) = 750

**User Note:** green line =250 lf x 2 coats(1 temp + 2 permanent ) = 750

**Item Note:**

<b>Total:</b>	<b>\$1,059.09</b>
---------------	-------------------

27	321723130123	Single 12" Wide Solid Line, Painted Pavement Striping For Parking Areas	Installation	219.00	\$1.41	LF	1.1297	\$348.84
----	--------------	---	--------------	--------	--------	----	--------	----------

Accepted		<i>History: 1.1 Added, 1.2 Clarification Requested, 1.3 Clarified, 2.0 Accepted</i>	Demo:	0.000000	\$0.00	LF	1.1297	\$0.00
----------	--	---	-------	----------	--------	----	--------	--------

**Includes Labor Yes Includes Equipment Yes Includes Materials Yes**

**Owner Comments:** V:1.2-Could you provide us a marked up location on this.

**Contractor Comments:** V:1.3-stop bars 73' x 3 coats (1 temp + 2 permanent ) = 219

**User Note:** stop bars 73' x 3 coats (1 temp + 2 permanent ) = 219

**Item Note:**

<b>Total:</b>	<b>\$348.84</b>
---------------	-----------------

50	Custom Standards And Assemblies							\$4,285.99
----	---------------------------------	--	--	--	--	--	--	------------

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
----------	------------	-------------	------	----------	------------	-----	--------	------------

\* Includes Price Changes due to Construction Task Catalog update





# Price Proposal Detail Report

## By Division

Version: 2.0

Approved

Job Order: MTSJOC347-27

Proposal Value: \$578,092.38

Job Order Name: A-Yard Asphalt Resurfacing & Repairs

Approved Date: November 8, 2023

Location: Building A 12 S. 13th Street San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES - Option 1

28	508982120002	CALTRANS 120116 TYPE II BARRICADE	Installation	48.00	\$36.54	EA	1.1297	\$1,981.40
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	EA	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								

User Note: 12 each x 4 days

Item Note:

<b>Total:</b>								<b>\$1,981.40</b>
---------------	--	--	--	--	--	--	--	-------------------

29	508982120012	CALTRANS 120182 PORTABLE DELINEATOR	Installation	100.00	\$20.40	EA	1.1297	\$2,304.59
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	EA	1.1297	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								

User Note: 25 each x 4 days

Item Note:

<b>Total:</b>								<b>\$2,304.59</b>
---------------	--	--	--	--	--	--	--	-------------------

<b>Proposal Total:</b>								<b>\$578,092.38</b>
------------------------	--	--	--	--	--	--	--	---------------------

Div	<b>The Percentage of Non Pre-Priced on this Proposal:</b>							<b>0.0%</b>
-----	---	--	--	--	--	--	--	-------------

\* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C  
(Subcontractor Listing)

# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, CA 92101

## Subcontractor Report

Date: 11/13/2023

**Job Order Contracting**

**Contract #:** PWG347.0-22  
**Job Order #:** MTSJOC347-27  
**Job Order Title:** A-Yard Asphalt Resurfacing & Repairs  
**Job Order Value:** \$578,092.38  
**Location:** Building A  
**Contractor:** ABC General Inc.  
**Subcontractor:** Koch General Engineering

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Koch General Engineering PO Box 1190, Lakeside, CA 92040	1023489A	Placing Asphat		\$255,420.00	44.18%

### Summary

Certification Name	Value	%
	\$255,420.00	44.18%
<b>Total</b>	<b>\$255,420.00</b>	<b>44.18%</b>



**Metropolitan  
Transit  
System**

## Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Blue Line Right of Way Retaining Wall – Work Order Amendment

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Change Order (CCO) 2 to Work Order No. MTSJOC348-01.02 under Job Order Contract (JOC) MTS Doc. No. PWG348.0-22 (in substantially the same format as Attachment A) with Veterans Engineering Inc. (Veterans) in the amount of \$865,530.74 for the additional sheet pile depth and thickness required for the installation of 550 linear feet of a new sheet pile retaining wall near Switch 85 along the Blue Line Right of way.

Budget Impact

The total cost of this amendment is \$865,530.74, and the total contractor cost of this contract will be \$2,106,823.11. Under separate MTS Doc No. L1282.16, with The Gordian Group, MTS will pay 1.95% JOC software license fee for CCO 2 in the amount of \$16,877.85. The project will be funded by the Capital Improvement Program (CIP) account 2005116501 – S85 Retaining Wall.

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

Total Work Order Costs	Amount	Board Funding Authority	Date
Original Work Order	\$1,241,292.37	\$1,241,292.37	3/16/2023 (Agenda Item (AI) 11)
CCO 1	\$0.00	\$0.00	
CCO 2	\$865,530.74	\$865,530.74	12/14/2023 (Today’s Proposed Action)
<b>TOTALS</b>	<b>\$2,106,823.11</b>	<b>\$2,106,823.11</b>	

**DISCUSSION:**



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

The subsequent change orders for this work are as follows:

CCO 1

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

CCO 2 (Today's Proposed Action)

CCO 2 is for the installation of sheet piles with an updated average length of 35 feet instead of the previous 25 feet. Additionally, it necessitates the substitution of half inch (1/2") thick sheet piles for the initially specified three-eighths inch (3/8") thick sheet piles in the original work order, in accordance with the revised shop drawings that meet the required loading on the slope. Veterans will be utilizing Blue Iron Foundations and Shoring, LLC. as a subcontractor for this work order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute CCO 2 to Work Order No. MTSJOC348-01.02 under JOC MTS Doc. No. PWG348.0-22 (in substantially the same format as Attachment A) with Veterans in the amount of \$865,530.74 for the additional sheet pile depth and thickness required for the installation of 550 linear feet of a new sheet pile retaining wall near Switch 85 along the Blue Line Right of way.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Work Order MTSJOC348-01.02



# Metropolitan Transit System

JOB ORDER CONTRACT  
WORK ORDER

PWG348.0-22  
CONTRACT NUMBER

MTSJOC348-01.02  
WORK ORDER NUMBER

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

Name: Veterans Engineering Services, Inc. Address: 5100 E. La Palma Ave Ste 201

Form of Business: S. Corp. Anaheim, CA 92807  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (714) 733-1462

Authorized person to sign contracts: Paul Marshall COO  
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG348.0-22), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$865,530.74

SAN DIEGO METROPOLITAN TRANSIT SYSTEM | VETERANS ENGINEERING SERVICES, INC.

By: Sharon Cooney, Chief Executive Officer

Firm: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Signature

By: Karen Landers, General Counsel

Title: \_\_\_\_\_



**EXHIBIT A**  
**(Scope of Work)**

DRAFT



# San Diego Metropolitan Transit System

1255 Imperial Ave  
San Diego, California 92101

## Final Scope of Work

Date: 11/17/2023

**Job Order Contracting**

**To:** \_\_\_\_\_ **From:** \_\_\_\_\_

**Contract No:** PWG348.0-22

**Job Order No:** MTSJOC348-01.02

**Job Order Title:** S85 Retaining Wall - CCO #02

**Location:** Blue Line ROW  
1255 Imperial Ave  
San Diego, CA 92101

**Brief Scope of Work:** This job order supplemental is for the installation of sheet piles with an average length of 35-ft in lieu of the 25-ft length on contract per the updated shop drawings from (10-24-23).

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

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, and traffic control, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Confirmed Special Provisions.

This job order supplemental is for the installation of sheet piles with an average length of 35-ft in lieu of the 25-ft length on contract per the updated shop drawings from (10-24-23).

**Specifications:**

All work shall conform to the Special Provisions within the executed MTS Job Order Contract (JOC) PWG348.0-22 and MTSJOC348-01

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



**EXHIBIT B**  
**(Cost Breakdown)**

# Price Proposal Detail Report

## By Division

Version: 4.0

Approved

Proposal Value: \$865,530.74

Approved Date: November 17, 2023

Job Order: MTSJOC348-01.02

Job Order Name: S85 Retaining Wall - CCO #02

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$45,716.54	\$169,251.60	\$0.00	\$214,968.14
02	Existing Conditions	\$11,340.00	\$0.00	\$0.00	\$11,340.00
31	Earthwork	\$639,222.60	\$0.00	\$0.00	\$639,222.60
Line Count: 14			<b>Proposal Total:</b>		<b>\$865,530.74</b>

The Percentage of Non Pre-Priced on this Proposal: 19.6%

\* Includes Price Changes due to Construction Task Catalog update

# Price Proposal Detail Report

## By Division

Version: 4.0

Approved

Proposal Value: \$865,530.74

Approved Date: November 17, 2023

Job Order: MTSJOC348-01.02

Job Order Name: S85 Retaining Wall - CCO #02

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

**01 General Requirements** \$214,968.14

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012216000004	Reimbursable Fees	Installation	0.00	\$1.00	EA	1.2000	\$0.00
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Accepted, 1.3 Modified, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	EA	1.2000	\$0.00
		<b>Includes Labor No</b>	<b>Includes Equipment No</b>	<b>Includes Materials No</b>				

**Total: \$0.00**

2	012220000039	Railroad Laborer	Installation	200.00	\$71.17	HR	1.2000	\$17,080.80
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	HR	1.2000	\$0.00
		<b>Includes Labor Yes</b>	<b>Includes Equipment No</b>	<b>Includes Materials No</b>				

**Owner Comments:** V:1.2-Item included in Base Contract. Also, the factor should be 1.12 in lieu of 1.2 per the contract.

**Contractor Comments:** V:1.3-As requested

**User Note:** Rigging, taggers, and ground men

**Item Note:** Note: Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.

**Total: \$17,080.80**

3	012220000082	Project Manager	Installation	60.00	\$116.25	HR	1.2000	\$8,370.00
<b>Accepted</b>		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	<b>Demo:</b>	0.000000	\$0.00	HR	1.2000	\$0.00
		<b>Includes Labor Yes</b>	<b>Includes Equipment No</b>	<b>Includes Materials No</b>				

**Owner Comments:** V:1.2-Item included in Base Contract. Also, the factor should be 1.12 in lieu of 1.2 per the contract.

**Contractor Comments:** V:1.3-As requested

**Total: \$8,370.00**

\* Includes Price Changes due to Construction Task Catalog update

# Price Proposal Detail Report

## By Division

Version: 4.0

Approved

Job Order: MTSJOC348-01.02

Proposal Value: \$865,530.74

Job Order Name: S85 Retaining Wall - CCO #02

Approved Date: November 17, 2023

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

4	012223000460	4-1/2 CY, 215 HP, Heavy Duty Construction Loader With Full-Time Operator	Installation	2.00	\$2,416.86	WK	1.2000	\$5,800.46
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00	WK	1.2000	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

Owner Comments: V:1.2-Item included in Base Contract. Also, the factor should be 1.12 in lieu of 1.2 per the contract.

Contractor Comments: V:1.3-As requested

**Total: \$5,800.46**

5	012223000653	4 x 1,000 Watt Floodlights, 30' Telescoping Tower, Diesel Power Trailer Mounted Light Tower	Installation	20.00	\$145.52	DAY	1.2000	\$3,492.48
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

Owner Comments: V:1.2-Item included in Base Contract. Also, the factor should be 1.12 in lieu of 1.2 per the contract.

Contractor Comments: V:1.3-As requested

User Note: 2 light plants for additional working days

Item Note:

**Total: \$3,492.48**

6	012223001306	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver	Installation	10.00	\$799.65	DAY	1.2000	\$9,595.80
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00

Includes Labor Yes Includes Equipment No Includes Materials Yes

Owner Comments: V:1.2-Item included in Base Contract. Also, the factor should be 1.12 in lieu of 1.2 per the contract.

Contractor Comments: V:1.3-As requested

**Total: \$9,595.80**

\* Includes Price Changes due to Construction Task Catalog update

# Price Proposal Detail Report

## By Division

Version: 4.0

Approved

Proposal Value: \$865,530.74

Approved Date: November 17, 2023

Job Order: MTSJOC348-01.02

Job Order Name: S85 Retaining Wall - CCO #02

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

7	012223001350	500 To 600 Gallon Water Trailer With Pump	Installation	10.00	\$114.75	DAY	1.2000	\$1,377.00
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00	DAY	1.2000	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

Owner Comments: V:1.2-Item included in Base Contract. Also, the factor should be 1.12 in lieu of 1.2 per the contract.

Contractor Comments: V:1.3-As requested

**Total: \$1,377.00**

8	<b>Non-PrePriced Item</b>	Giken		0.00	\$925.11		1.0000	\$0.00
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Removed, 2.3 Modified, 3.0 Accepted, 3.1 Accepted, 3.2 Modified, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00		1.0000	\$0.00

Includes Labor No Includes Equipment No Includes Materials No

Owner Comments: V:1.2-Deduct line 13 from original contract on this CCO and add in new NPP item for the updated subcontractor proposal using NPP Matrix. Provide MTS with the original sub proposal and update one.  
 V:2.2-Resubmit utilizing NPP Matrix  
 V:3.2-Remove line. No need to included line from original proposal deduct. Include it all in one line.

Contractor Comments: V:1.3-As requested

User Note: Giken pricing is based on the current CalTran rates. Giken was not found in Gordian

Item Note:

**Total: \$0.00**

9	<b>Non-PrePriced Item</b>	Giken		168.00	\$1,007.45		1.0000	\$169,251.60
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Removed, 2.3 Modified, 3.0 Accepted, 3.1 Accepted, 3.2 Modified, 3.3 Modified, 4.0 Accepted</i>	Demo:	0.000000	\$0.00		1.0000	\$0.00

Includes Labor No Includes Equipment No Includes Materials No

Owner Comments: V:1.2-Deduct line 13 from original contract on this CCO and add in new NPP item for the updated subcontractor proposal using NPP Matrix. Provide MTS with the original sub proposal and update one.  
 V:2.2-Resubmit utilizing NPP Matrix

Contractor Comments: V:1.3-As requested

V:3.3-Added Subcontractor Quote

User Note: Giken pricing is based on the current CalTran rates. Giken was not found in Gordian.

Item Note:

**Total: \$169,251.60**

02 Existing Conditions **\$11,340.00**

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
----------	------------	-------------	------	----------	------------	-----	--------	------------

\* Includes Price Changes due to Construction Task Catalog update

# Price Proposal Detail Report

## By Division

Version: 4.0

Approved

Proposal Value: \$865,530.74

Approved Date: November 17, 2023

Job Order: MTSJOC348-01.02

Job Order Name: S85 Retaining Wall - CCO #02

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

10	029050000114	Project Director / Document Consultant / Account Manager For Emergency Clean Up	Installation	60.00	\$157.50	HR	1.2000	\$11,340.00
----	--------------	---	--------------	-------	----------	----	--------	-------------

Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Accepted, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00	HR	1.2000	\$0.00
----------	--	--	-------	----------	--------	----	--------	--------

Includes Labor Yes Includes Equipment No Includes Materials No

Owner Comments: V:1.2-Item included in Base Contract. Also, the factor should be 1.12 in lieu of 1.2 per the contract.

Contractor Comments: V:1.3-As requested

Total:	\$11,340.00
--------	-------------

### 31 Earthwork \$639,222.60

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
11	314116130004	Steel Sheet Piling, 25' Excavation, 38 PSF Steel Sheeting, Pull And Salvage	Installation	0.00	\$2,118.17	TON	1.2000	\$0.00

Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Modified, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00	TON	1.2000	\$0.00
----------	--	--	-------	----------	--------	-----	--------	--------

Includes Labor No Includes Equipment No Includes Materials No

Owner Comments: V:1.2-Deduct line 13 from original contract on this CCO and add in new NPP item for the updated subcontractor proposal using NPP Matrix. Provide MTS with the original sub proposal and update one. V:3.2-Remove line. No need to included line from original proposal deduct. Include it all in one line.

Contractor Comments: V:1.3-As requested

User Note: Credit for original scope for S85

Item Note:

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

12	314116130004	For Standard Sheeting Left In Place, Add	MOD: 0096 Installation	0.00	\$859.84	TON	1.2000	\$0.00
----	--------------	--	------------------------	------	----------	-----	--------	--------

Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Modified, 3.3 Accepted, 4.0 Accepted</i>						
----------	--	--	--	--	--	--	--	--

Includes Labor No Includes Equipment No Includes Materials No

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

\* Includes Price Changes due to Construction Task Catalog update

# Price Proposal Detail Report

## By Division

Version: 4.0

Approved

Job Order: MTSJOC348-01.02

Proposal Value: \$865,530.74

Job Order Name: S85 Retaining Wall - CCO #02

Approved Date: November 17, 2023

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: Veteran's Engineering Services

Contract Number: PWG348.0-22

Contract Name: JOC General Railroad Construction Services

13	314116130004	Steel Sheet Piling, 25' Excavation, 38 PSF Steel Sheeting, Pull And Salvage	Installation	150.00	\$2,118.17	TON	1.2000	\$381,270.60
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Modified, 3.3 Accepted, 4.0 Accepted</i>	Demo:	0.000000	\$0.00	TON	1.2000	\$0.00
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>								
<b>Owner Comments:</b> V:1.2-Deduct line 13 from original contract on this CCO and add in new NPP item for the updated subcontractor proposal using NPP Matrix. Provide MTS with the original sub proposal and update one.								
<b>Contractor Comments:</b> V:1.3-As requested								
<b>User Note:</b> Due to the new scope requirements the material weight has doubled. Sheets lengths have all increased to 35' and 40'. Due to the ground conditions the installation now requires predrilling through hard ground, cobbles, and rock. The boring logs only go about 25' so we must account for hard ground conditions all the way to tip. This adds installation time due to the conditions and the increased lengths of sheets.								
Install NZ26 sheet pile or equivalent. Budget is based on installing through dry, clean soils without obstructions, rocks, boulders, or gravel. In the event Pre Drilling Support is needed VES will furnish equipment and crew for pre drilling operation to support Base bid piling operation as need at an Hourly Rate of \$2000.00 per hour for a minimum of 8 hours per day.								
<b>Item Note:</b>								

<b>Total:</b>	<b>\$381,270.60</b>
---------------	---------------------

14	314116130004	For Standard Sheeting Left In Place, Add	<b>MOD: 0096</b>	Installation	250.00	\$859.84	TON	1.2000	\$257,952.00
Accepted		<i>History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted, 2.1 Accepted, 2.2 Accepted, 2.3 Accepted, 3.0 Accepted, 3.1 Accepted, 3.2 Modified, 3.3 Accepted, 4.0 Accepted</i>							
<b>Includes Labor Yes Includes Equipment Yes Includes Materials Yes</b>									

<b>Total:</b>	<b>\$257,952.00</b>
---------------	---------------------

<b>Proposal Total:</b>	<b>\$865,530.74</b>
------------------------	---------------------

Div	<b>The Percentage of Non Pre-Priced on this Proposal:</b>	<b>19.6%</b>
-----	---	--------------

\* Includes Price Changes due to Construction Task Catalog update

**EXHIBIT C**  
**(Subcontractor Listing)**



# San Diego Metropolitan Transit System

1255 Imperial Ave  
 San Diego, CA 92101

## Subcontractor Report

Date: 11/17/2023

Job Order Contracting

**Contract #:** PWG348.0-22  
**Job Order #:** MTSJOC348-01.02  
**Job Order Title:** S85 Retaining Wall - CCO #02  
**Job Order Value:** \$865,530.74  
**Location:** Blue Line ROW  
**Contractor:** Veteran's Engineering Services  
**Subcontractor:** BLUE IRON FOUNDATIONS AND SHORING LLC

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
BLUE IRON FOUNDATIONS AND SHORING LLC 3545 Carlin Drive, West Sacramento, CA 95691	1009464	Furnish and Install Sheet Pile		\$692,000.00	79.95%

### Summary

Certification Name	Value	%
	\$692,000.00	79.95%
<b>Total</b>	<b>\$692,000.00</b>	<b>79.95%</b>



Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2023

SUBJECT:

Closed Circuit Television (CCTV) Maintenance Services – Contract Amendment

RECOMMENDATION:

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

- 1) Ratify Amendment 2 to MTS Doc. No. PWG335.0-21 with Electro Specialty Systems (ESS), a Small Business (SB), in the amount of \$125,000.00 (Attachment A); and
2) Authorize the Chief Executive Officer (CEO) to execute Amendment 3 to MTS Doc. No. PWG335.0-21 with ESS, in the amount of \$1,526,933.47 (in substantially the same format as Attachment B), for a total of \$1,651,933.47.

Budget Impact

The total cost of these amendments is estimated to be \$1,651,933.47, and the total contract cost of the services is estimated to be \$3,559,335.55 (inclusive of the total costs for Amendments 2 and 3). The project will be funded by Capital Improvement Program (CIP) 1007108501 – Systemwide CCTV Upgrade and MTS General Operating Budget account 902010 - 110030. The project costs are summarized below:

Table with 2 columns: Description, Amount. Rows include Current Board Approved Amount, Ratify Amendment 2, Subtotal, Approve Draft Amendment 3, and New Board Approved Amount.

DISCUSSION:

Safety and security of Trolley and bus riders, MTS employees, and the public are paramount. MTS's CCTV system acts as a crucial component in reviewing, identifying, and resolving operational issues, investigations, and claims. The continued effectiveness of the CCTV system is maintained by a robust preventive maintenance program and upgrades. On September 16, 2021 (AI 13), the MTS Board approved MTS Doc. No. PWG335.0-21 with ESS for \$771,035.74 for five years, for CCTV maintenance services. Since the initial MTS Board approval, MTS has issued Amendments 1 through 2 as summarized below:



Document No.	Description	Approval Date	Amount
PWG335.0-21	Original Agreement	Board Awarded on September 16, 2021	\$771,035.74
PWG335.1-21	Added funding due to increased usage and anticipation of upgrades throughout the system.	Board Ratified on December 8, 2022	\$1,136,366.34
PWG335.2-21	Added funding due to the shortfall in Year 2 of the Agreement.	Within the CEO authority per MTS Policy 41	\$125,000.00
<b>Subtotal Base and Amendments (1-2)</b>			<b>\$2,032,402.08</b>

The MTS CCTV system has significantly expanded since the contract was awarded to ESS on September 16, 2021. As MTS extended the Mid-Coast Blue Line, there is an increased demand for capacity to support the maintenance and enhancement of the CCTV systems. Additional funding is required to ensure the continuation of the contract for the remaining years 3 to 5.

Additionally, MTS's Transit Oriented Development (TOD) Program has added upward cost pressures to the CCTV Services Contract. The TOD Program takes existing MTS surface parking lots and, through a partnership with a developer, constructs housing and other buildings on site while maintaining transit patron parking. In many TOD locations, MTS transit patron parking is integrated into the TOD residential parking structure which requires additional camera conduit, cameras, and a new camera configuration than the previous open parking lot layout. Furthermore, during the construction of the TOD project, existing MTS cameras must be removed and, in some instances, relocated multiple times through TOD project phases as the construction progresses. Moving forward, MTS staff will look for ways to integrate MTS camera relocation costs into the TOD project budget, but at this time, these costs have not been accounted for in the MTS TOD program. Upcoming MTS TOD locations include the Rancho Bernardo Transit Station, 12th & Imperial Ave Transit Center, Beyer Boulevard Station, Palm Ave Station, E Street Station, El Cajon Transit Center, and Spring Street Station.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Amendment 2 to MTS Doc. No. PWG335.0-21 with ESS, a SB, in the amount of \$125,000.00 (Attachment A); and
- 2) Authorize the CEO to execute Amendment 3 to MTS Doc. No. PWG335.0-21 with ESS, in the amount of \$1,526,933.47 (in substantially the same format at Attachment B).

/S/ Sharon Cooney  
 Sharon Cooney  
 Chief Executive Officer

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

Attachment: A. Amendment 2, MTS Doc. No. PWG335.2-21  
 B. Draft Amendment MTS Doc. No. PWG335.3-21



# Metropolitan Transit System

## Amendment 2

August 24, 2023

MTS Doc. No. PWG335.2-21

### CLOSED CIRCUIT TELEVISION (CCTV) MAINTENANCE SERVICES

Electro Specialty Systems  
Daniel Brault  
President  
7940 Convoy Court  
San Diego, CA 92111

This shall serve as Amendment No.2 to the original agreement PWG335.0-21 as further described below.

#### SCOPE

There shall be no changes to the scope of this Agreement.

#### SCHEDULE

There shall be no changes to the schedule of this Agreement.

#### PAYMENT

The contract amendment shall authorize additional as-needed funds not-to-exceed \$125,000.00 for year 2. The total value of this contract including this amendment shall be in the amount of \$2,032,402.08 (previously \$1,907,402.08). This amount shall not be exceeded without prior written approval from MTS.

Base Year	Authorized Spend	Amendment 2 - Cost Increase	Total Contract Value
Base Year 1 (10/21 - 9/22)	\$360,483.17		
Base Year 2 (10/21 - 9/22)	\$401,353.17	\$125,000.00	
Base Year 3 (10/21 - 9/22)	\$374,122.50		
Base Year 4 (10/21 - 9/22)	\$385,159.63		
Base Year 5 (10/21 - 9/22)	\$386,283.61		
<b>Total Base Years 1-5</b>	<b>\$1,907,402.08</b>	<b>\$125,000.00</b>	<b>\$2,032,402.08</b>

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

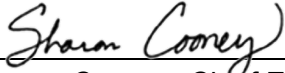
San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon,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



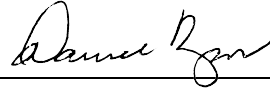
Please sign and return the copy to the Contract Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copies for your records.

Sincerely,

Agreed:



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



\_\_\_\_\_  
Daniel Brault, President  
Electro Specialty Systems

Date: 9/21/23



**Metropolitan  
Transit  
System**

## Amendment 3

December 14, 2023

MTS Doc No. PWG335.3-21

### CLOSED CIRCUIT TELEVISION (CCTV) MAINTENANCE SERVICES

Electro Specialty Systems  
Daniel Brault  
President  
7940 Convoy Court  
San Diego CA, 92111

This shall serve as Amendment No.3 to the original agreement PWG335.2-21 as further described below.

#### SCOPE

There shall be no changes to the scope of this Agreement.

#### SCHEDULE

There shall be no changes to the schedule of this Agreement.

#### PAYMENT

The contract amendment shall authorize additional as-needed funds not-to-exceed \$1,526,933.47. The total value of this contract including this amendment shall be in the amount of \$3,559,335.55. This amount shall not be exceeded without prior written approval from MTS.

Base Year	Authorized Spend	Projected Spend	Cost Increase
Base Year 1 (10/1/21 - 9/30/22)	\$360,483.17	\$360,483.17	
Base Year 2 (10/1/22 – 9/30/23)	\$526,353.17	\$690,186.67	\$163,833.50 *
Base Year 3 (10/1/23 - 9/30/24)	\$374,122.50	\$820,126.24	\$446,003.74
Base Year 4 (10/1/24 - 9/30/25)	\$385,159.63	\$839,443.49	\$454,283.86
Base Year 5 (10/1/25 - 9/30/26)	\$386,283.61	\$849,095.98	\$462,812.37
<b>Total Base Years 1-5</b>	<b>\$2,032,402.08</b>	<b>\$3,559,335.55</b>	<b>\$1,526,933.47</b>

\*Shortfall



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

Sincerely,

Agreed:

---

Sharon Cooney, Chief Executive Officer

---

Daniel Brault, President  
Electro Specialty Systems

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



Agenda Item No. 21

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2023

SUBJECT:

Regional Transit Management System (RTMS) Mt. Soledad Radio Tower – Site Lease Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0513.7-09 (in substantially the same format as Attachment A), with the Department of the Navy, in the amount of \$537,793.13, to exercise the final 5-year option of the Mt. Soledad Signal Station radio tower lease.

Budget Impact

The total cost of this amendment is estimated to be \$537,793.13 as reflected below. This project will be funded as follows:

Table with 6 columns: Contract Year, Rental Period, Trolley, Transit, NCTD, Total. Rows for years 16-20.

MTS and North County Transit District (NCTD) share \$297,772.47 of the costs evenly at this site through a Memorandum of Understanding (MOU), MTS Doc. No. G0699.0-02. Therefore, MTS’s portion will be \$148,886.23. The remaining rent will be reimbursed by SANDAG as part of the Mid-Coast Trolley operations.

DISCUSSION:

The Mt. Soledad Regional Transit Management System (RTMS) repeater site provides MTS and NCTD with operationally critical voice and data radio communications over a wide coverage area, and houses repeaters for Trolley radio functions. MTS uses RTMS to track and





communicate with its buses, maintenance vehicles, relief cars, supervisor vehicles, and trolley operations. As part of the RTMS system, MTS has a radio system which consists of five towers throughout San Diego County. The agency leases space on existing towers in order to house the radio transmitting and receiving equipment that provides effective radio coverage throughout its service area. The radio tower at Mt. Soledad Signal Station is under the control of the Department of the Navy, Naval Base Point Loma. Based on MTS's past purchase history, staff deemed the Navy's 3% contractually increased lease pricing to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0513.7-09 (in substantially the same format as Attachment A), with the Department of the Navy, in the amount of \$537,793.13, to exercise the final 5-year option of the Mt. Soledad Signal Station radio tower lease.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachment: A. Department of the Navy Contract ID N62473-09-RP-00005 (MTS Doc. No. B0513.7-09)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1
---	---------------------	--------------------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(if applicable)</i>
-------------------------------	-------------------	----------------------------------	---------------------------------------

6. ISSUED BY  SOUTHWEST DIVISION NAVAL FACILITIES ENGINEERING COMMAND CONTRACTS DEPARTMENT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5187	7. ADMINISTERED BY <i>(If other than Item 6)</i>
--	--

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county State and ZIP Code)</i>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA** *(If required)*

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION** *(Organized by UCF section headings, including solicitation/contract subject matter where feasible)*

*Except as provided herein, all terms and conditions of the document referenced in Item 19A or 10A, as heretofore changed, remains unchanged and in full force and effect*

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
BY _____ <i>(Signature of Person Authorized to Sign)</i>	BY _____ <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED

## INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
  - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
  - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
  - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
  - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.
- (1) Accounting classification \_\_\_\_\_  
Net increase \$ \_\_\_\_\_
  - (2) Accounting classification \_\_\_\_\_  
Net decrease \$ \_\_\_\_\_
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document
  - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
    - (i) Total contract price increased by \$ \_\_\_\_\_
    - (ii) Total contract price decreased by \$ \_\_\_\_\_
    - (iii) Total contract price unchanged.
  - (3) State reason for modification.
  - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
  - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
    - (i) A reference to the letter determination; and
    - (ii) A statement of the net amount determined to be due in settlement of the contract.
  - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

**EXHIBIT "A"****DESCRIPTION OF AMENDMENT MODIFICATION 6**

The purpose of this Exhibit "A" to the Modification of Contract is to make the following changes to the Department of the Navy General Purpose Outlease:

(1) Clause **3. CONSIDERATION** shall be deleted in its entirety and replaced with the following:

**3. CONSIDERATION**

Lessee shall pay rent in the amounts indicated below, payable annually in advance. The rent shall increase each year thereafter by an amount equal to 3% of the previous year's annual rent.

Rent Schedule:

Year 1: 15 January 2024 through 14 January 2025: \$101,295.79
Year 2: 15 January 2025 through 14 January 2026: \$104,334.67
Year 3: 15 January 2026 through 14 January 2027: \$107,464.71
Year 4: 15 January 2027 through 14 January 2028: \$110,688.65
Year 5: 15 January 2028 through 14 January 2029: \$114,009.31

Rent may be paid either online at pay.gov or by check. Checks shall be made payable to the Disbursing Officer- DFAS Cleveland, citing the Contract Number appearing at the top right corner of this Lease Agreement and the Lessee Site number(s) as indicated in Paragraph 1B of this Lease Agreement. The check(s) shall be delivered to the following address:

Commanding Officer  
 Naval Facilities Engineering Systems Command Southwest  
 Attn: Real Estate Product Support Division  
 750 Pacific Highway, Floor 4  
 San Diego, CA 92132-5190

(2) Clause **4. USE OF LEASED PREMISES** section A. shall be deleted and replaced with the following:

**A. Purpose.** The only purpose for which the Leased Premises may be used is for the construction, installation, operation, maintenance, and removal of a telecommunications tower and related telecommunication equipment including all utility equipment as more particularly described and/or shown on **Attachment B**. Equipment and structures installed or constructed shall not emit any electromagnetic interference, intercept any military communications, or in any way interfere with military operations. The Lessee understands and acknowledges that this Lease is not and does not constitute a commitment by the Government with regard to any fee title

conveyance of the Leased Premises, in whole or in part, to Lessee or any agency or instrumentality thereof.

(3) **Clause 5. ASSIGNMENT AND SUBLEASING** section A. shall be deleted and replaced with the following:

**A.** Lessee shall neither transfer, assign, or sublet this Lease or any interest therein or any property on the Leased Premises, or grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of the Government. Such consent shall not be unreasonably withheld or delayed. Requests associated with assignment or subleasing on the Leased Premises shall be submitted in writing to the Real Estate Contracting Officer. Any sale, assignment, or transfer is subject to a National Security and Mission Assurance review by the Government as described in Paragraph 10.A. below. Any sale, assignment, or transfer to any entity shall be documented through a novation agreement with the Government prior to the sale, assignment, or transfer.

(4) **Clause 10. NON INTERFERENCE WITH GOVERNMENT OPERATIONS** shall be deleted in its entirety and replaced with the following:

**10. NON INTERFERENCE WITH GOVERNMENT OPERATIONS**

**A.** To ensure the Lessee's operations do not negatively impact National Security and Mission Assurance, Lessee has a continuing obligation to provide written notice to the Government of:

(1) Any change in the individuals and/or business entity or entities having an ownership interest in the Lessee.

(2) The names of foreign citizens and/or foreign business entities and/or businesses with foreign interests with which the Lessee has, or intends to have, a contract with related to use and/or occupancy of the Leased Premises at any time throughout the duration of the Lease, and that have not been previously identified to the Government.

(3) The names of all material vendors, not previously identified to the Government, with which Lessee has entered into, or plans to enter into, a contract to perform on-site development, construction, operations, or maintenance activities at the Leased Premises and/or to furnish parts or materials onto the Leased Premises, as well as the names of all individuals and/or entities with a direct ownership interest in these material vendors, and the names of telecommunications parts or materials supporting the Lease. Direct ownership interest means possession of stock, equity in capital, or any interest in the profits of the material vendor.

(4) The names of any employees who are not citizens of the United States, subcontractors who are not either business entities owned and operated entirely by citizens of the United States or organized in the United States, and/or employees of subcontractors who are not citizens of the United States, who may perform any work pursuant to this Lease and/or on the Leased Premises.

For those individuals or business entities or parts or materials identified under this paragraph, the Government agrees to identify to Lessee, no later than thirty (30) days after notification, any individual or business entity or parts or materials posing a potential threat to National Security and/or Mission Assurance pursuant to the factors contained in 50 U.S.C. § 4565(f). Any such National Security and/or Mission Assurance threat must be resolved to the satisfaction of the Government prior to allowing access to the Leased Premises by such individual or representatives of such a business entity or material vendor or transferee, assignee, or sublettee or the construction, installation or use of onsite parts or materials manufactured by such person, business entity or material vendor. The failure or inability to resolve any such potential National Security and/or Mission Assurance threat to the satisfaction of the Government shall constitute a breach by Lessee and the Government shall have the right to terminate in accordance with Paragraph 16.

**B.** Both Parties acknowledge that under the Defense Production Act of 1950, the executive branch of the government is authorized to review “covered transactions” under 50 U.S.C. § 4565(b)(1)(A), as implemented by the Committee on Foreign Investment in the United States (CFIUS). Nothing in this Agreement shall prohibit or limit DoD, on behalf of and in consultation with the Government, from objecting to a transaction before CFIUS, nor limit communications with CFIUS during national security reviews and investigations, and, should mitigation result, during mitigation, tracking, and post-consummation monitoring and enforcement, pursuant to 50 U.S.C. § 4565.

**C.** For purposes of this Lease, the Parties agree to the following definitions:

(1) National Security. A collective term encompassing both national defense and foreign relations of the United States with the purpose of gaining:

- a) a military or defense advantage over any foreign nation or group of nations;
- b) a favorable foreign relations position; or
- c) a defense posture capable of successfully resisting hostile or destructive action from within or without, overt or covert.

(2) Mission Assurance. A process to protect or ensure the continued function and resilience of U.S. capabilities and assets, including personnel, equipment, facilities, networks, information and information systems, infrastructure, and supply chains, critical to the execution of DoD mission-essential functions in any operating environment or condition.

**D.** Lessee shall not conduct operations or activities, nor make any alterations, that would interfere with or otherwise restrict Government operations, environmental cleanup or restoration actions by the Government, U. S Environmental Protection Agency (EPA), state environmental regulators, or their contractors. Cleanup, restoration, or testing activities for environmental purposes by these parties shall take priority over Lessee’s use of the Lease Premises in the event of any conflict. However, the Government will take reasonable steps to prevent interference with the use of the Leased Premises.

**E.** The Lessee shall ensure that the use of the Leased Premises does not interfere with existing operations on or immediately around the Leased Premises, and that the creation of Radio Frequency Interference (RFI) will be avoided. Frequency and waveform approval requires appropriate service level permissions and must meet all state, local and electromagnetic emissions requirements.

**F.** If the Lessee creates RFI, the Lessee shall have eight hours to cure. If the Lessee cannot cure the RFI within eight hours of notice to cure from the Government, the Lessee shall cease operating the equipment causing the interference; provided that Lessee shall have the right to intermittently test such interfering equipment at times reasonably approved by the Government in order to resolve any RFI issues. Notices to Lessee under this Section 10 shall be provided to Lessee's Network Operations Center at (800) 638-2822.

**G.** Within two hours of receiving notice of an RFI, the Lessee shall notify the Government in writing if there are any extenuating circumstances that prevent curing the RFI within the required eight hour period. The installation Commander may waive the eight hour limit up to 24 hours due to local operating conditions and requirements. The Real Estate Contracting Officer will be notified if the Lessee is granted an extension of the time to cure the RFI.

**H.** Lessee shall comply with the Government's regulations regarding spectrum usage, electromagnetic emissions and hazardous electromagnetic radiation to ordinance, personnel, and fuel (HERO, HERP, and HERF, respectively) prior to commencing transmission and receiving on the Leased Premises.

**ATTACHMENT B**  
**TOWER SPECIFICATIONS**

To be confirmed pending equipment inventory.





**Metropolitan  
Transit  
System**

## **Agenda Item No. 22**

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

December 14, 2023

**SUBJECT:**

Janitorial Supplies - 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. G2835.0-24 (in substantially the same format as Attachment A) with Interboro Packaging Corporation (Interboro) to furnish janitorial supplies for five (5) years in the amount of \$17,305.15;
- 2) Execute MTS Doc. No. G2836.0-24 (in substantially the same format as Attachment B) with Pacific Star Corporation (Pacific Star) to furnish janitorial supplies for five (5) years in the amount of \$61,020.06;
- 3) Execute MTS Doc. No. G2837.0-24 (in substantially the same format as Attachment C) with Supply Solutions to furnish janitorial supplies for five (5) years in the amount of \$570,710.89;
- 4) Execute MTS Doc. No. G2838.0-24 (in substantially the same format as Attachment D) with Waxie Sanitary Supply (Waxie) to furnish janitorial supplies for five (5) years in the amount of \$1,873,707.02; for a grand total of \$2,718,255.71.

**Budget Impact**

The total contract cost for this contract is estimated to be \$2,718,255.71 (inclusive of sales tax). These inventory items will be funded by the San Diego Transit Corporation (SDTC) and San Diego Trolley, Inc. (SDTI) Operating Budgets as they are issued on an as-needed basis from inventory.

**DISCUSSION:**

MTS requires a regular supply of janitorial items that are essential in maintaining the cleanliness of MTS vehicles and facilities. This contract identifies many of the items with high consumption that need to be stocked in high volumes across MTS warehouses.



On June 22, 2023, MTS released an Invitation for Bid (IFB) solicitation for the provision of janitorial supplies for a five-year period. A total of (seven) 7 bids were received on August 10, 2023. Three (3) of the seven bidders were deemed non-responsive in the initial bid evaluation process and eliminated from consideration.

Bidder Firm Name	Certification
Interboro	N/A
Pacific Star	N/A, but meets U.S. SBA's small business size standard
Supply Solutions	N/A
SID Tool Co., Inc. *	N/A
RJ International, LLC *	N/A
Waxie	N/A
Premier Property Preservation, LLC *	SB

*\*Non-responsive Bidders*

The four (4) responsive Bidders provided firm-fixed pricing for the next five (5) contract years and were deemed the lowest responsive and responsible bidders. The total bid amount for each Bidder is outlined in the graph below and their awards by line, based on price and lead-times, are shown in Attachment F.

MTS Contract No.	Bidder Name	Total Bid Amount
G2835.0-24	Interboro	\$17,305.15
G2836.0-24	Pacific Star	\$61,020.06
G2837.0-24	Supply Solutions	\$570,710.89
G2838.0-24	Waxie	\$1,873,707.02

The parameters of the contract will be firm-fixed pricing with annual price escalations built into the overall cost and set lead times. The benefits of this contract will enable MTS to realize savings from aggregation of volume and mitigate excessive price increases while at the same time, maintaining less inventory and providing exceptional service levels to the customer. There is also the benefit of deriving operational efficiencies through streamlining of processes under this arrangement. All four (4) Bidders will be evaluated on a monthly basis, through a set of defined Key Performance Indicators (KPIs) as described in Attachment E.

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

- 1) Execute MTS Doc. No. G2835.0-24 (in substantially the same format as Attachment A) with Interboro Packaging Corporation (Interboro) to furnish janitorial supplies for five (5) years in the amount of \$17,305.15;
- 2) Execute MTS Doc. No. G2836.0-24 (in substantially the same format as Attachment B) with Pacific Star Corporation (Pacific Star) to furnish janitorial supplies for five (5) years in the amount of \$61,020.06;

- 3) Execute MTS Doc. No. G2837.0-24 (in substantially the same format as Attachment C) with Supply Solutions (Supply Solutions) to furnish janitorial supplies for five (5) years in the amount of \$570,710.89;
- 4) Execute MTS Doc. No. G2838.0-24 (in substantially the same format as Attachment D) with Waxie Sanitary Supply (Waxie) to furnish janitorial supplies for five (5) years in the amount of \$1,873,707.02; for a grand total of \$2,718,255.71.

/S/ Sharon Cooney \_\_\_\_\_

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2835.0-24  
B. Draft Agreement, MTS Doc. No. G2836.0-24  
C. Draft Agreement, MTS Doc. No. G2837.0-24  
D. Draft Agreement, MTS Doc. No. G2838.0-24  
E. Scope of Work  
F. Bid Form



# Metropolitan Transit System

## STANDARD AGREEMENT FOR

**MTS DOC. NO. G2835.0-24**

### Janitorial Supplies

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2024 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Interboro Packaging Corporation Address: 114 Bracken Road

Montgomery, NY 12549

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

Email: abraham@interboropackaging.com

Telephone: 845-782-6800

Authorized person to sign  
contracts

Abraham Jeremias

Vice President

Name

Title

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

The contract term is for up to (5) years effective January 1, 2024 through December 31, 2029.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$17,305.15 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	INTERBORO PACKAGING CORPORATION
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form: By: <u>Karen Landers, General Counsel</u>	Title: _____





# Metropolitan Transit System

## STANDARD AGREEMENT FOR

**MTS DOC. NO. G2836.0-24**

### Janitorial Supplies

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2024 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Pacific Star Corporation Address: 4350 South Wayside Drive #106

Houston, TX 77087

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

Email: customer@pfstar.com

Telephone: 845-782-6800

Authorized person to sign contracts	<u>Himmatul Aufa</u>	<u>Sales Representative</u>
	Name	Title

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

The contract term is for up to (5) years effective January 1, 2024 through December 31, 2029.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$61,020.06 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	PACIFIC STAR CORPORATION
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____





# Metropolitan Transit System

## STANDARD AGREEMENT FOR

MTS DOC. NO. G2837.0-24

### Janitorial Supplies

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2024 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Supply Solutions Address: 2330 Artesia Avenue, Unit B

Fullerton, CA 92833

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

Email: marriott@casuppliesolutions.com

Telephone: 949-214-9916

Authorized person to sign contracts	<u>Michael Marriott</u>	<u>Director of Sales</u>
	Name	Title

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

The contract term is for up to (5) years effective January 1, 2024 through December 31, 2029.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$570,710.89 without the express written consent of MTS.

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





# Metropolitan Transit System

## STANDARD AGREEMENT FOR

**MTS DOC. NO. G2838.0-24**

### Janitorial Supplies

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2024 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Waxie Sanitary Supply Address: 9353 Waxie Way

San Diego, CA 92123

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

Email: ljackson@waxie.com

Telephone: 858-292-8111

Authorized person to sign contracts Lee Jackson General Manager  
Name Title

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

The contract term is for up to (5) years effective January 1, 2024 through December 31, 2029.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,873,707.02 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	WAXIE SANITARY SUPPLY
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form: By: <u>Karen Landers, General Counsel</u>	Title: _____





## 4. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

---

### 4.1. BACKGROUND

The San Diego Metropolitan Transit System (MTS) is requesting bids from qualified firms to establish a multi-year Janitorial products contract and secure fixed prices and lead-times on all products listed in the bid form for janitorial supplies.

The Contractor shall, based on certain maintenance schedule and usage information provided by MTS, look at avenues to work with manufacturers and/or aftermarket supply manufacturers/distributors to provide supplies in a competitive pricing structure. Each Contractor must be able to streamline its front-end supply chain to drive savings through production, procurement, warehouse, and distribution efficiencies across all products identified in the bid forms. MTS has developed the following goals for management of products, in no particular order:

- **Reduce Cumulative Products Costs** - Utilize the Contractor's buying power/leverage and procurement sources; Contractor shall work in compliance with the established KPIs listed herein.
- **Improve Product Availability** - Ensure all identified products are shipped within 24 hours after Purchase Order (P.O.) notification, allowing MTS to meet its service requirements. The Contractor shall undertake usage analysis, providing feedback and suggestions on how best to drive inventory optimization.
- **Meet Procurement Guidelines** – With respect to any products not included in the initial solicitation, the Contractor shall ensure that such products are procured by the Contractor using competitive procedures that comply with laws of California (as applicable), as well as Federal laws and regulations applicable to MTS. MTS will have the right to review and approve all products procurements and will have the final determination in supplier selection;
- **Quality** - Ensure products provided are OEM standard or have been accepted as an approved equal by MTS Staff.
- **Alternative and Local Sourcing** - Identify new/additional products sourcing options to optimize cost, quality and reduce lead times, with an emphasis on local sources if possible;
- **Safety** - Ensure MTS safety standards are met in any program activity per the paragraph below:

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



#### **4.2. CONTRACT TERM**

The period of performance under the resultant Agreement shall be for a five (5) year base period effective approximately January 1, 2024 – December 31, 2029.

#### **4.3. INVENTORY SUPPORT**

MTS desires to have the ability, at any time during the contract period, to increase or decrease supplies on the Products List under a mutually agreed process. Such adjustments shall be made in accordance with the "CHANGE" clause in this contract. If additional products or quantities are added to the contract, the Contractor shall ensure that such products are procured by the Contractor using competitive procedures that comply with laws of California (as applicable), as well as Federal laws and regulations. MTS will have the right to review and approve all products procurements and will have the final determination in supplier selection; MTS may request to combine multiple products on the Products List into a kit or any other option that is deemed appropriate from time to time. Due to special needs or other unforeseen circumstances, MTS may inform Contractor that additional material not related to historical usage may be required.

The Contractor will be required to ship items within lead times stated on bid and agreed to by MTS. MTS will notify the Contractor of products required daily or on an as-needed basis through the placement of a Purchase Order (P.O.).

All products shall be new unless otherwise agreed by MTS.

Products that are neither on the products list, nor currently identified as approved equals by MTS must be qualified and tested by the Contractor and subsequently approved by MTS staff. Contractor shall provide MTS staff adequate time to review requests for approved equals, product substitutions, or the implementation of new products.

The Contractor must include all comparative product specifications and brand name where applicable when submitting proposed alternative products to ensure quality standards are met. If quality documents are not provided, the Agencies will not participate in the evaluation process. If these standards are not met, the proposed alternative products will be disqualified. It is the responsibility of the Contractor to perform their due diligence prior to proposing alternative products. The intent is for the Contractor to qualify the proposed alternative products, not for the Agencies to disqualify. If it is determined that the proposed alternative product does not meet quality standards, MTS will return all disqualified products for a full refund.

#### **4.4. MATERIAL MANAGEMENT INVENTORY SYSTEM**

MTS uses SAP as the maintenance materials management system. While direct access to this system may not be possible at the onset of the contract, upon request, a data file will be provided to allow for the review of inventory items, usage history, stock objectives, and reorder points in order to improve material availability. Read-only access may be available to the successful proposer's personnel. It is anticipated that the selected Contractor will work closely with MTS staff in a mutually beneficial partnership to ensure maximum availability of products to meet recurring demand.

**4.5. MATERIAL RETURNS**

The Contractor shall accept returns from MTS and provide full credit for materials sealed and/or unopened in their original packaging for restock, up to 90 days from date of receipt.

**4.6. [NOT APPLICABLE] LIQUIDATED DAMAGES****4.7. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK****4.8. LABELING AND SHIPPING**

1. Minimum part label and barcode requirements for all products (examples must be provided as part of bid package):
2. Manufacturer product number
3. MTS product number
4. Product description
5. Serial number (where applicable)
6. PO number
7. Date shipped
8. Shelf Life expiry date (where applicable)

The Contractor will work with MTS to customize products labels to include additional information requested, e.g., manufacturer product number, serial number (where applicable), PO number, date shipped, and shelf-life expiry date (where applicable). Sample labels will be test-scanned. For product kits, the products are individually labeled, and a products list shall be provided with the kit part number and the individual products and quantities contained in the kit.

9. The Contractor may not substitute products that have not been tested and approved by MTS' engineering team.
10. MTS may, at its option, require weather resistant labeling and packaging across certain products as agreed.
11. Shipping Requirements

All shipments shall be FOB destination. All materials shall be packaged sufficiently to arrive undamaged at its destination. Material received in damaged condition will be rejected and returned to the Contractor at Contractor's cost. Materials packaged in crates, palletized material or heavy-duty boxes shall be indelibly labeled as directed by MTS.

All shipments of products shall contain a packing list that will minimally state MTS specific purchase order and release number, supplier product number, MTS product identification number, quantity ordered, shipped, and backordered, as well as bar codes that express the same information. Individual Agencies will provide the specific bar code format required.

**4.9. CUSTOMER SERVICE**

Contractor shall identify a point of contact for all customer service needs, including but not limited to; providing quotations, simple contracts, product returns and technical requests for customers; implementing/supporting customer-strategy within the customer team; and traveling/meeting with customers to execute tasks and gather information.

**4.10. KEY PERFORMANCE INDICATOR (KPI)**

Contractor shall be graded by MTS using various Key Performance Indicator (KPI) reports. MTS will analyze and run periodic reports of the Contractor’s performance against the KPIs identified below:

**4.10.1. MONTHLY REVIEW**

1. Purchase Order On-Time Delivery:

- a) Purchase Order (PO) On-Time Delivery performance measures the actual delivery time for all POs against the delivery due date, which is seven (7) days from the order date. This allows twenty-four (24) hours to ship part(s) and five (5) days shipping. This report is designed to demonstrate the Contractor’s planning preparedness as reflected in the delivery successful percentage across each contracted part. This will apply to orders that are equal to or less than 125% of a rolling 12-month average monthly consumption for any given month. The Contractor’s performance will not be measured against orders that exceed 125% of the average monthly consumption. In the event that the calculated number is not a whole number, then the calculation should always round the number up to the next whole number.

Monitor:	<ul style="list-style-type: none"> <li>• Rolling 12-month Consumption/12-month</li> <li>• Vendor should support 125% of above QTY within 5 business days from PO issued date</li> </ul>
----------	---

2. Recovery Purchase Order on Time Delivery:

- a) Recovery Purchase Order On-Time Delivery measures the actual delivery time for all POs that failed the Purchase Order On-Time Delivery against a five (5) business day recovery period. This report is designed to demonstrate the Contractor’s planning and recovery preparedness as reflected in the successful recovery delivery percentage across each contracted part.

Monitor:	<p><u>If Vendor fails “On-Time Delivery “</u></p> <ul style="list-style-type: none"> <li>• Rolling 12-month Consumption/12 month</li> <li>• Vendor should support 125% of above QTY within 10 business days from PO issued date</li> </ul>
----------	--

3. Total items transacted

Monitor:	Total # of materials that POs were issued in previous Month
----------	---

4. Top ten items transacted

Monitor:	Previous Month's issued PO Extended Value, top 10 material
----------	--

5. Products Spend

Monitor:	Previous Month's issued PO Total Extended value
----------	---

6. Average days to ship

Monitor:	GR date - PO issued date
----------	--------------------------

7. RMA's

Monitor:	When warehouse informs Supply Chain (Vendor shipped wrong product, QTY shortage etc.)
----------	---

**4.10.2. BI-ANNUAL REVIEW**

1. Over/Under performing products (to be measured quarterly and year-to-date on products that exceeds 25%).

Monitor:	We measure only No consumption items for last 15 months
----------	---

2. Products added and removed to capture part numbers and value.

Monitor:	We used "Non-contract items" list
----------	-----------------------------------

→ Refer to Attachment 5 for sample KPI report.

**4.11. PRICING**

Unit pricing shall be all-inclusive, with the exception of California sales tax. MTS will calculate sales tax at PO issuance, therefore bidders should NOT include sales tax in their pricing. The all-inclusive price should include, but is not limited to, overhead costs, labor, shipping and delivery costs. Pricing shall be firm-fixed. Other than sales tax, MTS will not pay any other additional costs.

**4.12. QUANTITIES**

All bidders must complete the bid forms as provided; failure to do so may deem the bid non-responsive. The estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational need. During the term of the agreement, the part usage forecast average shall be adjusted annually based on the prior year's actual consumption, and the 12-month average up to 125% of the forecast amount.

#### **4.13. BID FORMS**

In order to be responsive, Bidder shall submit pricing on the line items for each group(s) they're bidding on, using the MTS Bid Forms (ATT 1, ATT 3) provided herein.

On the Bid Form, if a Bidder would like to submit an alternate product or request for an approved equal (RFA), please refer to Section 3.25 for more information related to MTS' Request for Approved Equal (RFA) process, including the RFA form in Section 8. Complete documentation should be provided in support of any RFA submitted by bidders for MTS review and response, and must be submitted by the deadline provided in the calendar of events. Any RFAs submitted with the bid package at bid opening will not be accepted.

Bidder shall provide its standard lead time (in calendar days) in the column provided in the bid forms. The lead time provided shall apply for all years. Lead times shall signify the date MTS may anticipate the receipt of the items. All orders must be delivered complete within this time frame unless otherwise approved. MTS reserves the right to consider the lead time in the award.

#### **4.14. DELIVERY LOCATIONS**

##### **Imperial Avenue Division (IAD)**

100 16th Street  
San Diego, CA 92101

##### **Kearny Mesa Division (KMD)**

4630 Ruffner Road  
Kearny Mesa, CA 92111

##### **Building B**

1341 Commercial St.  
San Diego, CA 92113

#### **4.15. INVOICES**

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

Payment terms shall be net 30 days from invoice date.

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

Invoices must list the MTS part number alongside the OEM/Vendor part numbers.

#### **4.16. WARRANTY**

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

#### **4.17. DELIVERY AND ACCEPTANCE**

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to the addresses listed herein, 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).

**Interboro G2835.0-24**

							<b>#3-Interboro</b>	
Material	Material Description	Unit	Manufacturer's Part No.	Unit Price	Est. Annual Usage	Lead Time	5 YEAR Total	
70042457	PLASTIC LINERS LRG TRASH CANS,HVY DUTY	CV	704372	\$45.67	62	7	\$8,286.30	
70135046	Dry Wipe Pacific Blue, 280Sheets, 60PK	EA	29712	\$160.21	61	7	\$9,018.85	
							<b>\$17,305.15</b>	

**Pacific Star G2836.0-24**

							<b>#1-Pacific Star Corp.</b>	
Material	Material Description	Unit	Manufacturer's Part No.	Unit Price	Est. Annual Usage	Lead Time	5 YEAR Total	
70134767	BROOM PUSH,18",GARAGE,W/O HANDLE	EA	1A846B	\$13.28	12	7	\$1,405.88	
70134924	BUCKET GREEN,6 GAL.	EA	3U453	\$60.06	19	7	\$8,227.76	
70135079	Hand Cleaner Waterless ORANGE No Pumice	EA	23108	\$5.05	35	7	\$841.75	
70150334	Hand Soap w/Pumice 4/CS	EA	VER1221	\$85.00	87	7	\$22,308.04	
70153585	Hand Wash Gel Antimicrobial	EA	1G701	\$108.15	18	7	\$15,690.35	
70189530	Biofresh Disinfecting Absorbent	CAN	XN09PC	\$4.78	9	45	\$5,648.44	
70199075	Raid Fogger	BX	HG-20177-3	\$13.97	12	7	\$1,628.60	
70200575	Pure Sight Glass Wipes (non fogging)	EA	VB TW100D	\$5.39	35	7	\$5,269.25	
							<b>\$61,020.06</b>	

**Supply Soli G2837.0-24**

							<b>#4-Supply Solutions</b>	
Material	Material Description	Unit	Manufacturer's Part No.	Unit Price	Est. Annual Usage	Lead Time	5 YEAR Total	
70134627	Paper Towels Economizer 8/CS,240'	EA	DRC3400	\$81.31	495	2	\$170,032.50	
70134718	Cover Toilet Seat 20/CASE	EA	851530	\$62.18	112	2	\$16,518.88	
70134791	Toilet Paper 96/CASE	EA	85167	\$0.45	75	2	\$19,612.50	
70135012	TRASHBAG BLACK,40"X46",1.5MM FLAT SEAL	BX	FOPBCH48FB	\$28.14	2,473	2	\$292,160.22	
70135186	Hand Soap 4/CS	EA	GEN2020PR	\$25.24	38	2	\$4,474.12	
70155325	Towel Paper Roll	CV	851201	\$41.93	375	2	\$58,908.75	
70192708	Toilet Paper 2-PLY,3 1/2"X9"X1000' Roll	CV	850110	\$31.52	58	2	\$9,003.92	
							<b>\$570,710.89</b>	

Waxie G2838.0-24

Material	Material Description	Unit	Manufacturer's Part No.	Unit Price	Est. Annual Usage	#2-Waxie	
						Lead Time	5 YEAR Total
70026773	TRASH CONTAINER BUS,RUBBERMAID #2955,BLK	EA	RUBBERMAID2955B	\$12.26	47	1	\$2,008.27
70042135	Towels Multifold	CV	850232	\$25.86	23	1	\$3,014.44
70042143	SQUEEGEE(908X)	EA	292340	\$10.00	5	1	\$281.85
70042176	SPONGE SCRUBBING	EA	350474	\$1.25	82	1	\$577.80
70042184	Bottle Plastic Spray w/Trigger(1QT.AK1)	EA	890050CBOTTLE890040CPUMP	\$1.35	222	1	\$3,128.59
70042192	MOP TOILET BOWL,"LITTLE DIPPER"	EA	060430	\$1.61	21	1	\$177.57
70042242	PLASTIC LINERS SMALL TRASH CANS,33"X40"	CAR	334012N	\$60.00	5	1	\$596.12
70066654	Rag Disposable Towel Wiper - 50 LBS Box	BX	240050	\$44.70	308	1	\$52,954.85
70067546	QUICKSORB-FLOOR DRY	EA	4UB34	\$14.10	59	1	\$3,708.36
70134593	OBSORBENT OOOPS	EA	M1360	\$111.61	3,039	1	\$59,958.94
70134635	SCRUB PAD GREEN 20/PK	EA	3M 70-0716-5898-6	\$24.75	812	1	\$35,474.23
70134668	PICK STICK TRASH	EA	32S-PS-1	\$19.70	275	1	\$17,052.21
70134700	GRAFFITI REMOVER	EA	2-1524-062801	\$117.16	127	1	\$82,508.72
70134742	DEODORANT AIRLIFT	EA	302103 RTU	\$34.40	481	1	\$76,327.08
70134775	BROOM PUSH,24",GARAGE,W/O HANDLE	EA	1A847B	\$17.11	13	1	\$1,960.30
70134783	BUCKET COMBO,W/WRINGER,35 QT,YELLOW	EA	5NY84	\$223.16	7	1	\$4,893.00
70134866	DUSTPAN LOBBY	EA	ACSB452	\$9.50	188	1	\$9,167.04
70134882	BRUSH DECK,10"	EA	260301	\$9.60	16	1	\$644.88
70134940	SPRAYER TRIGGER	EA	1001-599-417	\$24.54	165	1	\$930.12
70134965	BRUSH HAND SCRUBBER	EA	1VAD9	\$4.34	9	1	\$200.40
70134973	BRUSH COUNTER	EA	3U788	\$7.34	18	1	\$715.35
70134981	HANDLE MOP,WOOD 650641	EA	650641	\$12.83	146	1	\$9,341.23
70134999	SIGN CAUTION WET FLOOR 24"X12",2 SIDED	EA	48434997	\$19.17	52	1	\$3,473.58
70135020	BROOM PLASTIC BRISTLES	EA	2052000	\$16.65	201	1	\$15,466.21
70135061	DEODERANT KNOCK-OUT,W/ANTI-BACTERIAL	EA	KO625	\$5.57	1,717	1	\$53,911.41
70135095	CLEANER GLASS,32 OZ	EA	5032606	\$2.97	203	1	\$3,272.78
70135145	Paper Towel M-Fold Dispenser 16/Case	EA	850232WAXIE	\$29.21	1,049	1	\$137,484.47

**BID SUMMARY**  
**JANITORIAL SUPPLIES**



70142927	BUG SPRAY RAID	EA	656607	\$2.47	38	1	\$1,295.97
70143198	RAGS COLOR KNIT 50 LBS BOX	BX	PCS 50#BOX COLORED KNIT RAGS	\$42.70	99	1	\$15,988.77
70143800	Paper Towels Roll 30/CS	EA	850630	\$31.65	1,068	1	\$18,964.31
70146035	GRAFFITI REMOVER UNITED	PT	UNITED526	\$24.84	47	1	\$30,534.72
70147173	WIPES GRAFITTI 6/CS	EA	SW-963	\$24.93	503	1	\$52,030.65
70151639	SOAP BUS WASHER FOAMING	EA	30000159	\$116.85	8	1	\$4,081.26
70159301	TRASH BAG CLEAR,40X46,1.5M /CS	CV	404615C	\$41.90	55	1	\$13,796.79
70162057	DEGREASER KRUD KUTTER,32oz	QT	335191	\$9.47	837	1	\$26,658.09
70163659	MOP HEAD LARGE,LOOPED 12/CS	EA	650281	\$9.56	232	1	\$12,227.98
70163998	Bleach 96oz	EA	91030817	\$3.98	931	1	\$18,368.47
70187591	Disinfectant Wipes - 800 Sheets LRG Roll	EA	37301	\$134.35	991	1	\$670,363.09
70191718	SIMPLE GREEN ALL PURPOSE CLEANER,128OZ	GAL	431429	\$17.54	520	1	\$40,305.21
70192526	SOAP ZEP TKO PRODUCT # 96024	EA	96024	\$182.72	141	1	\$72,329.54
70198696	UREA Z, URINE ODOR TREATMENT	GAL	UREA Z	\$65.83	29	1	\$4,471.06
70199267	DEGREASER BREAKTHROUGH,GENERAL PURPOSE	DR	89053900	\$499.00	2	1	\$7,893.62
70201582	Disinfecting Wipes-80Sheets SML Pk 12/CV	EA	170201	\$81.85	719	1	\$297,900.63
70134734	DEODORANT CONSUME	EA	3197-03	N/A	23	1	\$7,267.06

\$1,873,707.02

<b>Total</b>	\$2,522,743.12
7.75% CA Sales Tax	\$195,512.59
<b>GRAND TOTAL</b>	<b>\$2,718,255.71</b>



**Metropolitan  
Transit  
System**

## **Agenda Item No. 23**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Disadvantaged Business Enterprise (DBE) Awards and Payments – Semiannual Uniform Report

**INFORMATIONAL ONLY**

Budget Impact

None.

**DISCUSSION:**

As a Federal Transit Administration (FTA) grantee, San Diego Metropolitan Transit System (MTS) complies with the federal regulations set forth in 49 CFR Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program.

I. Goals of MTS's DBE Program

The goals of MTS's race-neutral DBE program are:

1. to ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. to ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. to ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. to help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. to assist the development of firms that can compete successfully in the marketplace outside of the DBE program; and
7. to provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.



## II. MTS's DBE Triennial Overall Goal for FFY 2022-2024

The DBE regulations require MTS to prepare a DBE Triennial Overall Goal. The DBE Triennial Overall Goal is established upon the number of ready, willing, and able DBE contractors within MTS's geographic market area that are available to bid on MTS's federally assisted procurements (excludes transit vehicle procurements). For FFY 2022-2024 (October 1, 2021 to September 30, 2024), MTS's aspirational DBE Overall Goal is **6.3%** on federally funded contracts.

## III. Participation by certified DBEs

For purposes of reporting DBE participation to the FTA, MTS may only count participation by certified DBE contractors. In order to be certified as a DBE through the California Unified Certification Program, contractors must:

- (1) have a majority owner who is **socially and economically disadvantaged** (Native Americans, African Americans, Hispanics, Asian-Pacific, Subcontinent Asian Americans and women are currently presumed to be socially and economically disadvantaged by the DOT);
- (2) the majority owner must have a personal net worth of less than **\$1,320,000**; and
- (3) the business must be a **small business** and, for *most* types of businesses, have average annual gross receipts less than **\$26,290,000**.

Per DOT DBE Regulations, MTS *may not* count participation from certified minority owned businesses (MBE), disabled veteran owned businesses (DVBE), women owned businesses (WBE), small businesses (SB), lesbian gay bisexual transgender owned businesses (LGBTBE), or persons with disabilities businesses (PDBE) (collectively referred to as SBEs) toward meeting its DBE Triennial Overall Goal. Nonetheless, MTS encourages participation from, conducts outreach to, and tracks awards to SBEs.

## IV. Race-Neutral Outreach Measures to Increase DBE and SBE Participation

A race-neutral DBE program means that there are no DBE contract specific goals and no advantages provided to interested DBE contractors when submitting bids or proposals. Successful bidders are chosen using race-neutral means, generally through a low-bid or best-value procurement process.

To increase DBE participation on MTS's federally assisted procurements, as well as SBE participation on all MTS's contracts, MTS conducts outreach to DBEs and SBEs in an effort to inform them of upcoming MTS procurements. The following are some of the race-neutral measures MTS has implemented:

1. outreach to new vendors to discuss the benefits of DBE, MBE, DVBE, WBE, SB, PDBE and/or LGBTBE certification and what qualifications are necessary to become certified, as some may already qualify;
2. outreach to vendors requesting that they register on PlanetBids so they can receive automatic notification of upcoming MTS formal procurements;

3. for small purchase procurements in which MTS must seek out three (3) bids, MTS aims to advertise more of these procurement on PlanetBids so as to increase the potential of DBEs, and SBEs learning of the procurement, if such a contractor is available to perform the work;
4. for small purchase procurements in which MTS must seek out three (3) bids, seeking at least one (1) of those bids from a DBE or SBE, if available; and
5. attend and actively promote small business conferences and programs to alert DBEs and SBEs of upcoming MTS contracting opportunities and to educate about MTS's DBE program.

MTS was able to attend the following events since June 2023:

7/19/2023	SBDC Connecting with Contracts; Celebrating Pride Months
8/30/2023	Caltrans 18th Annual Procurement & Resource Fair
9/28/2023	SBDC Connecting with Contracts; Celebrating Hispanic Heritage Month
10/13/2023	SBDC, WBC, APEX Small Business Expo
11/8/2023	SBDC Connecting with Contracts; Celebrating National Veterans and Military Families Month

MTS also continued to attend San Diego Public Agency Consortium (PAC) bi-monthly meetings, as well as the Local Small Business Council bi-monthly meetings, virtually. At these meetings, public agencies discuss upcoming planned outreach events amongst the members and best practices regarding their agency's DBE and SB programs.

#### V. Federally Funded Procurements

Only contracts awarded and paid by MTS using federal funds (or a portion of federal funds) are reported to the FTA per DOT DBE Regulations. MTS generally reserves federal funds for transit vehicle procurements, transit facility improvements, state-of-good-repair vehicle or system preventative maintenance projects, and contracted fixed route and paratransit bus services. MTS generally uses local and state funds for capital projects (e.g. construction, engineering), administrative costs and other expenses (e.g. marketing expenses, land management, office supplies).

#### VI. Summary of Semi-Annual DBE Report Achievement (Federal Funds Only)

The FTA Semi-Annual Report for April 1, 2023 to September 30, 2023 is the fourth of six reports in the triennial period of FFY 2022-2024.

##### a. Contracts Awarded

For this reporting period, MTS **achieved** its DBE Triennial Overall Goal of 6.3% for contracts awarded. MTS achieved **23.23%** DBE participation for contracts awarded, as shown below in Table 1.

Table 1: Federal Contracts Awarded

Federal Contract Awards/Commitments				Goal
REPORTING PERIOD	Total Federal \$	DBE \$	DBE %	vs 6.3%
<b>Federal Funds: Apr 1 2023 to Sept 30, 2023</b>	\$9,630,377.28	\$2,237,323.28	<b>23.23%</b>	+16.93%

The main reasons for why MTS was able to meet its DBE Triennial Overall Goal for contracts awarded was due to awarding a large contract amendment to a DBE firm. MTS awarded a large contract amendment to **NMS Management**, a **DBE**, relating to janitorial services within light rail vehicles and various MTS administrative and maintenance buildings. This amendment added additional hours and additional janitorial service on light rail vehicles while at trolley stations the amount of \$2,636,508.60 (80% federally funded).

b. Contracts Open

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 6.3% for contracts opened. MTS achieved **3.30%** DBE participation for contracts open, as shown below in Table 2.

Table 2: Federal Contracts Open

Federal Contracts Open/Payments During Reporting Period				Goal
REPORTING PERIOD	Total Federal \$	DBE \$	DBE %	vs 6.3%
<b>Federal Funds: Apr 1 2023 to Sept 30, 2023</b>	\$26,276,915.43	\$867,895.01	<b>3.30%</b>	-3.0%

The main reason why MTS was not able to meet its DBE Triennial Overall Goal for contracts opened was due to payments to **Transdev**, a **non-DBE**, for fixed route services in the amount of \$34,424,350.85 (44% federally funded) paid between April 1st to September 30th, 2023. There is also limited DBE potential within this contract because it primarily pays for labor costs (i.e. bus operator and other administrative personnel costs). These large payments to Transdev are diluting the large payments to **NMS Management**, a **DBE** firm, for janitorial services, in the amount of \$1,026,358.91 (80% federally funded), paid between April 1st to September 30th, 2023.

c. Contracts Completed

For this reporting period, MTS **achieved** its DBE Triennial Overall Goal of 6.3% for contracts completed. MTS achieved **33.53%** DBE participation for contracts completed, as shown below in Table 3.

Table 3: Federal Contracts Completed

Federal Contracts Completed/Total Payments				Goal
REPORTING PERIOD	Total Federal \$	DBE \$	DBE %	vs 6.3%
<b>Federal Funds: Apr 1 2023 to Sept 30, 2023</b>	\$21,381,727.81	\$7,169,128.54	<b>33.53%</b>	+27.23%

The main reasons for why MTS was able to meet its DBE Triennial Overall Goal for contracts completed was due to closing out MTS's previous janitorial services contract to **NMS**

**Management**, a **DBE** firm. Total payments made during the life of this contract totaled \$8,954,288.15 (80% federally funded).

Please note, MTS decides contract performance periods based on MTS business and operational needs. Every reporting period will differ on the number, type and dollar amount of contracts closed out.

VII. Summary of Achievement Toward Meeting MTS's DBE Triennial Overall Goal

While the specific DBE participation rate for each six (6) month reporting period may fluctuate, the goal of the MTS DBE program is to achieve the 6.3% DBE Triennial Overall Goal as an average for the FFY 2022-2024 triennial period. Despite having two (2) more reporting periods left in the triennial period, MTS has **achieved** its DBE Triennial Overall Goal of 6.3% for FFY 2022-2024, thus far. MTS achieved **24.92%** DBE participation for FFY 2022-2024, as shown below in Table 4.

Table 4: DBE Achievement for FFY 2022-2024

DBE Achievement for FFY 2022-2024				
FFY	Reporting Period	Total Federal Awarded	Total DBE Awarded	DBE %
FFY 2022	Oct 1 21 to Mar 31 22	\$7,843,315.85	\$234,599.40	<b>2.99%</b>
FFY 2022	April 1 22 to Sept 30 22	\$6,977,851.08	\$92,523.71	<b>1.33%</b>
FFY 2023	Oct 1 22 to Mar 31 23	\$17,806,277.45	\$7,965,351.88	<b>44.73%</b>
FFY 2023	April 1 23 to Sept 30 23	\$9,630,377.28	\$2,237,323.28	<b>23.23%</b>
FFY 2024	Oct 1 23 to Mar 31 24	<i>Not yet completed</i>		
FFY 2024	April 1 24 to Sept 30 24			
<b>Achievement Toward Meeting FFY 2022-2024 DBE Triennial Overall Goal of 6.3%</b>  (FFY 2022-2024 Total DBE Awarded ÷ FFY 2022-2024 Total Fed Awarded)		IN PROGRESS: <b>24.92%</b> Achieved 24.92% <i>thus far</i> towards DBE Overall Triennial Goal of 6.3%		

VIII. Summary of DBE, WBE, MBE, DVBE, PDBE, LGBTBE and SB Participation for all Contracts (Regardless of Funding Source)

Although MTS may not count participation of MBE, DVBE, WBE, SB, PDBE and LGBTBE (collectively referred to as SBEs) towards achievement of its DBE Overall Triennial Goal, MTS does record the participation of these businesses to gauge the success of its program to foster small business participation. MTS encourages the participation of DBEs and SBEs on all of its contracts, no matter the funding source.

MTS's DBE and SBE participation rates for the reporting period, *using both local and federal funds*, are included below in Table 5.

Table 5: All Contracts Awarded (All Funding Sources)

<b>All Contract Awards/Commitments (All Funding Sources)</b>					
<b>REPORTING PERIOD</b>	<b>Total \$</b>	<b>DBE \$</b>	<b>DBE %</b>	<b>SBE \$ (MBE, DVBE, WBE, SB, PDBE and LGBTBE)</b>	<b>SBE %</b>
<b>Total Funds: Apr 1 2023 to Sept 30, 2023</b>	\$53,799,232.47	\$5,446,585.33	10.12%	\$1,208,807.09	2.25%

To compare MTS's current achievements with past reporting periods, enclosed is a History of Semi-Annual Reports (Attachment B).

/S/ Sharon Cooney  
 Sharon Cooney  
 Chief Executive Officer

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

Attachment: A. History of Semi-Annual DBE Reports

MTS History of DBE Semi Annual Reports							
Contract Awards/Commitments*							
	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>TOTAL DOLLARS AWARDED (fed &amp; local)</u>	<u>Total DBE \$\$</u>	<u>Total DBE %</u>	<u>Total SBE \$\$</u>	<u>Total SBE %</u>
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 63,883,438.52	\$ 298,902.02	0.47%	\$ 2,929,504.04	4.59%
		Apr 1 16 to Sept 30 16	\$ 32,178,592.14	\$ 976,115.34	3.03%	\$ 996,434.97	3.10%
FFY17**		Oct 1 16 to Mar 31 17	\$ 92,516,929.91	\$ 5,611,166.70	6.07%	\$ 3,735,641.71	4.04%
		Apr 1 17 to Sept 30 17	\$ 40,939,010.42	\$ 478,288.92	1.17%	\$ 1,622,764.06	3.96%
FFY18		Oct 1 17 to Mar 31 18	\$ 31,874,559.08	\$ 754,167.60	2.37%	\$ 3,002,750.48	9.42%
		Apr 1 18 to Sept 30 18	\$ 68,024,202.91	\$ 1,725,734.24	2.54%	\$ 4,982,014.37	7.32%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 329,416,732.98	\$ 9,844,374.82	2.99%	\$ 17,269,109.63	5.24%
	<u>Federal</u>	<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>Federal DBE \$\$</u>	<u>Federal</u>	<u>Federal SBE \$\$</u>	<u>Federal SBE</u>
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 4,094,298.13	\$ 11,859.89	0.29%	\$ 246,645.99	6.02%
		Apr 1 16 to Sept 30 16	\$ 6,418,545.41	\$ 255,760.97	3.98%	\$ 148,325.08	2.31%
FFY17**		Oct 1 16 to Mar 31 17	\$ 19,827,518.60	\$ 3,781,098.94	19.07%	\$ 196,188.57	0.99%
		Apr 1 17 to Sept 30 17	\$ 3,326,175.53	\$ 31,444.62	0.95%	\$ 405,594.52	12.19%
FFY18		Oct 1 17 to Mar 31 18	\$ 5,888,603.26	\$ 107,876.47	1.83%	\$ 716,139.92	12.16%
		Apr 1 18 to Sept 30 18	\$ 5,453,720.86	\$ 977,533.90	17.92%	\$ 267,303.01	4.90%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$ 45,008,861.79	\$ 5,165,574.79	11.48%	\$ 1,980,197.09	4.40%
	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Local \$\$</u>	<u>Local DBE \$\$</u>	<u>Local DBE %</u>	<u>Local SBE \$</u>	<u>LOCAL SBE %</u>
FFY16	3.75%	Oct 1 15 to Mar 31 16	\$ 59,789,140.39	\$ 287,042.13	0.48%	\$ 2,682,858.05	4.49%
		Apr 1 16 to Sept 30 16	\$ 25,760,046.73	\$ 720,354.37	2.80%	\$ 848,109.89	3.29%
FFY17**		Oct 1 16 to Mar 31 17	\$ 72,689,411.31	\$ 1,830,067.76	2.52%	\$ 3,539,453.14	4.87%
		Apr 1 17 to Sept 30 17	\$ 37,612,834.89	\$ 446,844.30	1.19%	\$ 1,217,169.54	3.24%
FFY18		Oct 1 17 to Mar 31 18	\$ 25,985,955.82	\$ 646,291.13	2.49%	\$ 2,286,610.56	8.80%
		Apr 1 18 to Sept 30 18	\$ 62,570,482.05	\$ 748,200.34	1.20%	\$ 4,714,711.36	7.54%
FFY16-18	3.75%	Oct 1, 2015 thru Sept 30, 2018 (6 semi-annual reports)	\$284,407,871.19	\$ 4,678,800.03	1.65%	\$ 15,288,912.54	5.38%



	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>TOTAL DOLLARS AWARDED (fed &amp; local)</u>	<u>Total DBE \$\$</u>	<u>Total DBE %</u>	<u>Total SBE \$\$</u>	<u>Total SBE %</u>
<b>FFY19</b>	<b>2.9%</b>	<b>Oct 1 18 to Mar 31 19</b>	\$ 73,790,097.91	\$ 606,817.10	0.82%	\$ 5,715,068.36	7.75%
		<b>Apr 1 19 to Sept 30 19</b>	\$ 40,005,268.47	\$ 6,243,719.33	15.61%	\$ 1,796,894.06	4.49%
<b>FFY20</b>		<b>Oct 1 19 to Mar 31 20</b>	\$ 52,022,126.82	\$ 4,330,163.32	8.32%	\$ 4,831,911.79	9.29%
		<b>Apr 1 20 to Sept 30 20</b>	\$ 230,588,830.67	\$ 636,712.08	0.28%	\$ 2,322,909.77	1.01%
		<i>Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)</i>	\$ 47,280,121.00	\$ 636,712.08	1.35%	\$ 2,322,909.77	4.91%
<b>FFY21</b>		<b>Oct 1 20 to Mar 31 21</b>	\$ 546,248,722.19	\$ 428,054.08	0.08%	\$ 5,511,166.79	1.01%
		<i>Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)</i>	\$ 39,863,273.69	\$ 428,054.08	1.07%	\$ 5,511,166.79	13.83%
		<b>Apr 1 21 to Sept 30 21</b>	\$ 96,111,004.32	\$ 461,370.54	0.48%	\$ 44,133,244.11	45.92%
		<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>Federal DBE \$\$</u>	<u>Federal DBE %</u>	<u>Federal SBE \$\$</u>
<b>FFY19</b>	<b>2.9%</b>	<b>Oct 1 18 to Mar 31 19</b>	\$ 8,603,476.55	\$ 204,022.26	<b>2.37%</b>	\$ 182,110.81	2.12%
		<b>Apr 1 19 to Sept 30 19</b>	\$ 9,005,016.32	\$ 3,884,727.66	<b>43.14%</b>	\$ 644,406.58	7.16%
<b>FFY20</b>		<b>Oct 1 19 to Mar 31 20</b>	\$ 7,065,591.07	\$ 84,861.22	<b>1.20%</b>	\$ 1,309,065.78	18.53%
		<b>Apr 1 20 to Sept 30 20</b>	\$ 130,881,224.89	\$ 135,337.29	<b>0.10%</b>	\$ 242,071.52	0.18%
		<i>Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)</i>	\$ 14,306,408.31	\$ 135,337.29	0.95%	\$ 242,071.52	1.69%
<b>FFY21</b>		<b>Oct 1 20 to Mar 31 21</b>	\$ 182,514,682.65	\$ 45,759.00	<b>0.03%</b>	\$ 369,213.11	0.20%
		<i>Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)</i>	\$ 1,059,896.95	\$ 45,759.00	4.32%	\$ 369,213.11	34.83%
		<b>Apr 1 21 to Sept 30 21</b>	\$ 14,952,198.32	\$ 44,380.72	<b>0.30%</b>	\$ 712,640.36	4.77%
		<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Local \$\$</u>	<u>Local DBE \$\$</u>	<u>Local DBE %</u>	<u>Local SBE \$</u>
<b>FFY19</b>	<b>2.9%</b>	<b>Oct 1 18 to Mar 31 19</b>	\$ 65,186,621.36	\$ 402,794.84	0.62%	\$ 5,532,957.55	8.49%
		<b>Apr 1 19 to Sept 30 19</b>	\$ 31,000,252.15	\$ 2,358,991.67	7.61%	\$ 1,152,487.48	3.72%
<b>FFY20</b>		<b>Oct 1 19 to Mar 31 20</b>	\$ 44,956,535.75	\$ 4,245,302.10	9.44%	\$ 3,522,846.01	7.84%
		<b>Apr 1 20 to Sept 30 20</b>	\$ 99,707,605.78	\$ 501,374.79	0.50%	\$ 2,080,838.25	2.09%
		<i>Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)</i>	\$ 32,973,712.69	\$ 501,374.79	1.52%	\$ 2,080,838.25	6.31%
<b>FFY21</b>		<b>Oct 1 20 to Mar 31 21</b>	\$ 363,734,039.54	\$ 382,295.08	0.11%	\$ 5,141,953.68	1.41%
		<i>Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)</i>	\$ 38,803,376.74	\$ 382,295.08	0.99%	\$ 5,141,953.68	13.25%
		<b>Apr 1 21 to Sept 30 21</b>	\$ 81,158,806.00	\$ 416,989.82	0.51%	\$ 43,420,603.75	53.50%

	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>TOTAL DOLLARS AWARDED (fed &amp; local)</u>	<u>Total DBE \$\$</u>	<u>Total DBE %</u>	<u>Total SBE \$\$</u>	<u>Total SBE %</u>	
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 1,038,766,050.38	\$ 12,706,836.45	1.22%	\$ 64,311,194.88	6.19%	
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 349,071,892.21	\$ 12,706,836.45	3.64%	\$ 64,311,194.88	18.42%	
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 58,074,628.88	\$ 637,356.70	1.10%	\$ 6,907,845.36	11.89%	
		Apr 1 22 to Sept 30 22	\$ 45,351,112.49	\$ 670,801.19	1.48%	\$ 1,810,431.39	3.99%	
FFY23		Oct 1 22 to Mar 31 23	\$ 67,365,767.07	\$ 10,440,863.02	15.50%	\$ 12,221,020.20	18.14%	
		Apr 1 23 to Sept 30 23	\$ 53,799,232.47	\$ 5,446,585.33	10.12%	\$ 1,208,807.09	2.25%	
FFY24		Oct 1 23 to Mar 31 24	<i>In Progress</i>					
		Apr 1 24 to Sept 30 24	<i>In Progress</i>					
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports <i>IN PROGRESS</i> )	\$ 224,590,740.91	\$ 17,195,606.24	7.66%	\$ 22,148,104.04	9.86%	
	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>Federal DBE \$\$</u>	<u>Federal DBE %</u>	<u>Federal SBE \$\$</u>	<u>Federal SBE %</u>	
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)	\$ 353,022,189.80	\$ 4,399,088.15	1.25%	\$ 3,459,508.16	0.98%	
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)	\$ 54,992,587.52	\$ 4,399,088.15	8.00%	\$ 3,459,508.16	6.29%	
FFY22	6.3%	Oct 1 21 to Mar 31 22	\$ 7,843,315.85	\$ 234,599.40	2.99%	\$ 760,885.51	9.70%	
		Apr 1 22 to Sept 30 22	\$ 6,977,851.08	\$ 92,523.71	1.33%	\$ 231,078.11	3.31%	
FFY23		Oct 1 22 to Mar 31 23	\$ 17,806,277.45	\$ 7,965,351.88	44.73%	\$ 1,029,876.32	5.78%	
		Apr 1 23 to Sept 30 23	\$ 9,630,377.28	\$ 2,237,323.28	23.23%	\$ 126,527.09	1.31%	
FFY24		Oct 1 23 to Mar 31 24	<i>In Progress</i>					
		Apr 1 24 to Sept 30 24	<i>In Progress</i>					
FFY22-24	6.3%	Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports <i>IN PROGRESS</i> )	\$ 42,257,821.66	\$ 10,529,798.27	24.92%	\$ 2,148,367.03	5.08%	

	<u>Federal DBE GOAL</u>	<u>REPORTING PERIOD</u>	<u>Total Local \$\$</u>	<u>Local DBE \$\$</u>	<u>Local DBE %</u>	<u>Local SBE \$</u>	<u>LOCAL SBE %</u>	
<b>FFY19-21</b>	<b>2.9%</b>	<b>Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports)</b>	\$ 685,743,860.58	\$ 8,307,748.30	1.21%	\$ 60,851,686.72	8.87%	
		<i>Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports) w/o First Transit or Transdev contract (*for reference only*)</i>	\$ 294,079,304.69	\$ 8,307,748.30	2.83%	\$ 60,851,686.72	20.69%	
<b>FFY22</b>	<b>6.3%</b>	<b>Oct 1 21 to Mar 31 22</b>	\$ 50,231,313.03	\$ 402,757.30	0.80%	\$ 6,146,959.85	12.24%	
		<b>Apr 1 22 to Sept 30 22</b>	\$ 38,373,261.41	\$ 578,277.48	1.51%	\$ 1,579,353.28	4.12%	
<b>FFY23</b>		<b>Oct 1 22 to Mar 31 23</b>	\$ 49,559,489.62	\$ 2,475,511.14	5.00%	\$ 11,191,143.88	22.58%	
		<b>Apr 1 23 to Sept 30 23</b>	\$ 44,168,855.19	\$ 3,209,262.05	7.27%	\$ 1,082,280.00	2.45%	
<b>FFY24</b>		<b>Oct 1 23 to Mar 31 24</b>	<i>In Progress</i>					
		<b>Apr 1 24 to Sept 30 24</b>	<i>In Progress</i>					
<b>FFY22-24</b>	<b>6.3%</b>	<b>Oct 1, 2021 thru Sept 30, 2024 (6 semi-annual reports IN PROGRESS)</b>	\$ 182,332,919.25	\$ 6,665,807.97	3.66%	\$ 19,999,737.01	10.97%	

\*Transit Vehicle Procurements (buses, trolleys) from Transit Vehicle Manufacturers (TVM) are not included in this Report per DOT DBE Regulations. TVMs have their own DBE Program, Goals and Reporting requirements. Inventory procurements are also not included. Only at time an inventory item is issued from store room will the federal/local breakdown be known, not at the time of purchase. \*

\*\*In FY17, MTS began using the U.S. Small Business Administration Database, which provides a listing of Small Businesses. This Database tracks firms in which revenues and/or number of employees do not exceed the North American Industry Classification System (NAICS) code's small business size standards, which is used to determine whether a DBE is a small business or not.\*\*



**Metropolitan  
Transit  
System**

## **Agenda Item No. 24**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Fixed-Route and Paratransit Bus Services – Transdev Contract Amendments

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute Amendment No. 5 to MTS Doc, No. B0708.0-20 (in substantially the same format as Attachment A) with Transdev Services, Inc., (Transdev) for fixed-route bus services to authorize \$439,946 to be allocated to additional wages and benefits provided to the East County division bus operators and South Bay division road supervisors and dispatchers represented by ATU 1309; and
- 2) Execute Amendment No. 11 to MTS Doc. B0703.0-19 (in substantially the same format as Attachment B) with Transdev (as successor-in-interest to First Transit, Inc.) for fixed-route minibuses and ADA paratransit bus services, to authorize \$750,000 to be allocated to additional wages and benefits provided to the Copley Park division bus and paratransit operators represented by Teamsters Local 542.

**Budget Impact**

No budget impact is expected at this time. The additional funds are expected to be offset by a reduction in revenue service during Covid and the strike, higher-than-normal liquidated damages assessed against Transdev for missed service during strike-related activity in May and June 2023, as well as other associated liquidated damages incurred by the contractor during 2024.

**DISCUSSION:**

In line with public transit industry best practices, to sustain long-term operating efficiency and reduce long-term operating costs, MTS contracts with Transdev Inc., to operate a significant portion of our fixed route bus operations. Services included in this contract are South Bay, Central San Diego, East County, Rural Lifeline, Commuter Express and Bus Rapid Transit (BRT). This service is operated out MTS owned South Bay (Chula Vista) and East County (El Cajon) bus maintenance facilities. Similarly, MTS contracts out for mini-bus and Americans



with Disabilities Act (ADA) paratransit services operated out of the MTS-owned Copley Park Division. The Copley Park Division work was contracted out to First Transit, Inc. effective April 16, 2020. On March 7, 2023, Transdev acquired First Transit, Inc. and became the successor-in-interest to the minibus and ADA paratransit bus operations contract.

These contracted services include, purchased transportation through fixed and mileage-based or revenue hour-based costs, general bus stop maintenance of over 4,277 bus stops, transit center power washing, standby bus support, special events support, trolley support services, rural bus fuel costs, and other miscellaneous pass-through costs as defined in the contract.

MTS provides the necessary vehicles and facilities for our contracted operations. At the South Bay and East County divisions, this currently consists of 272 heavy-duty 40-foot buses, 27 heavy-duty 60-foot buses, 3 cut-away 32-foot buses, 4 battery electric 40-foot buses, 12 battery electric 60-foot buses, and 24 coach style 45-foot commuter buses. The Copley Park Division includes 37 medium-duty cutaway buses and 107 medium-duty cutaway paratransit buses and 14 minivan paratransit vehicles.

On May 16, 2023, Transdev bus operators and services represented by the Teamsters Local 683 went on strike after a break down in negotiations for a new collective bargaining agreement (CBA) with Transdev. In an effort to resolve the strike and restore public transit services for impacted MTS passengers, on June 15, 2023 (AI 19), the MTS Board authorized an additional \$1 million in funding to Transdev to provide additional wages and/or benefits to facilitate a prompt and fair resolution of the labor dispute between Transdev and the Teamsters Local 683. This action had the intended result. Teamsters voted to ratify and approved the new CBA on June 18, 2023, and returned to service on June 19, 2023 - ending the 34-day strike.

This action by the MTS Board, and prior actions earlier in 2023,<sup>1</sup> recognized that as MTS and its contract operators have emerged from the pandemic, the hiring and retention of bus operators - our front-line employees - has become a growing challenge. Competition for labor, the high cost of living in San Diego, and a job market that has seen unprecedented wage increases, have made attracting new and retaining current bus operators extremely difficult.

Since the Board's action providing additional funding to bridge the gap in Transdev's labor negotiations for its South Bay (Teamsters Local 683) employees, MTS and Transdev have worked to negotiate a funding adjustment to provide a similar level of wage/benefit increase for employees at the East County and Copley Park divisions. The proposed amounts are commensurate with the contribution provided by MTS for the South Bay contract. This additional MTS funding is expected to be netted out against higher-than-normal liquidated damages assessments against Transdev and modified service levels. Therefore, this is considered a budget neutral action. In essence, MTS is redirecting its liquidated damages to the employees at these divisions.

---

<sup>1</sup> On January 26, 2023 (AI 15 and 16), the MTS Board authorized approximately \$38 million in new funding to provide a \$2.00 per hour pay increase to all bus operators employed by First Transit at Copley Park Division (Teamsters Local 542) through the contract expiration date of June 30, 2030 and Transdev at the East County (ATU Local 1309) and South Bay (Teamsters Local 683) divisions through the contract expiration date of June 30, 2031.

Therefore, staff recommends the Board authorize the CEO to:

- 1) Execute Amendment No. 5 to MTS Doc, No. B0708.0-20 (in substantially the same format as Attachment A) with Transdev Services, Inc., (Transdev) for fixed-route bus services to authorize \$439,946 to be allocated to additional wages and benefits provided to the East County division bus operators and South Bay division road supervisors and dispatchers represented by ATU 1309; and
- 2) Execute Amendment No. 11 to MTS Doc. B0703.0-19 (in substantially the same format as Attachment B) with Transdev (as successor-in-interest to First Transit, Inc.) for fixed-route minibus and ADA paratransit bus services, to authorize \$750,000 to be allocated to additional wages and benefits provided to the Copley Park division bus and paratransit operators represented by Teamsters Local 542.

/S/ Sharon Cooney  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Amendment No. 5, Draft MTS Doc. No. B0708.5-20  
B. Amendment No. 11, Draft MTS Doc. No. B0703.11-19



# Metropolitan Transit System

## Amendment 5

December 5, 2023

MTS Doc No. B0708.5-20

### FIXED ROUTE SERVICES – ADD SCOPE CHANGE AND REALLOCATE FUNDS

Transdev Services, Inc.  
Laura Hendricks  
Chief Executive Officer  
720E Butterfield Rd., Suite 300  
Lombard, IL 60148

This shall serve as Amendment No.5 to the original agreement B0708.0-20 as further described below.

#### SCOPE

This amendment authorizes and approves \$439,946 to be allocated to additional wages and benefits provided to the East County Division (ECD) Bus Operators and South Bay Division (SBD) Road Supervisors and Dispatchers represented by ATU Local 1309 effective July 1<sup>st</sup>, 2023.

#### SCHEDULE

There are no changes to the schedule provision of the agreement. The base period end date remains June 30, 2027.

#### PAYMENT

The additional funds will be disbursed as a monthly pro-rata credit on contract invoices for fiscal year 2024. The total value of this contract, including this amendment, shall remain the same in the amount of \$513,097,294.40. 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 the other copies for your records.

Sincerely,

Agreed:

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

\_\_\_\_\_  
Laura Hendricks, Chief Executive Officer  
Transdev Services, Inc.

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

\_\_\_\_\_  
Mathieu Le Bourhis, Chief Financial Officer  
Transdev Services, Inc.

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





# Amendment 11

December 5, 2023

MTS Doc No. B0703.11-19

## MINIBUS AND ADA PARATRANSIT FIXED ROUTE SERVICES – REALLOCATING FUNDS

First Transit, Inc.  
Douglas Gies – Regional Vice President  
Mathieu Le Bourhis - CFO  
720 E Butterfield Rd., Suite 300  
Lombard, IL 60148

This shall serve as Amendment No. 11 to the original agreement B0703.0-19 as further described below.

### SCOPE

This amendment authorizes and approves \$750,000 to be allocated to additional wages and benefits provided to the Copley Park Division (CPD) Bus and Paratransit Operators represented by Teamsters Local 542.

### SCHEDULE

There are no changes to the schedule of the contract. The base period end date remains June 30, 2026.

### PAYMENT

The additional funds will be disbursed as a monthly pro-rata credit on contract invoices for fiscal year 2024 and the first half of fiscal year 2025 (e.g., monthly credit applied July 1, 2023 through December 31, 2024). The overall contract amount remains the same in the amount of \$179,466,245.74 for the base years. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

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

\_\_\_\_\_  
Douglas Gies – Regional Vice President  
First Transit, Inc.

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

Agreed:

\_\_\_\_\_  
Mathieu Le Bourhis – Chief Financial  
Officer  
First Transit, Inc.

cc. J. Washburn, Contract File







**Metropolitan  
Transit  
System**

## **Agenda Item No. 25**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Approve the Fiscal Year (FY) 2022-23 State Transit Assistance (STA) Claim Amendment

**RECOMMENDATION:**

That the San Diego Metropolitan System (MTS) Board of Directors adopt Resolution No. 23-13 (Attachment A) approving the FY 2022-23 STA claim amendment.

Budget Impact

The FY 2022-23 STA claim amendment would result in the approval of \$43,365,003 in FY 2022-23 STA funds for MTS to be utilized in the FY 2023 operating and capital budgets, an increase of \$2,990,017 from the original claim amount of \$40,374,986.

**DISCUSSION:**

STA funding comes from the Public Transportation Act (PTA), which derives its revenue from the state sales tax on diesel fuel. STA revenues are pooled at the state level for the purposes of sections 99313 and 99314 of the California Public Utilities Code (PUC). The revenues for sections 99313 and 99314 are then allocated to transportation entities on a quarterly basis. PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based primarily on qualifying revenues from the Annual Report of Financial Transactions of Transit Operators and Non-Transit Claimants under the Transportation Development Act.

The California State Controller's Office (SCO) projects total sales tax revenues for the coming fiscal year and the resulting STA revenue pool, and then estimates the allocation to each transportation entity. In August 2022, the SCO projected that MTS would receive FY 2022-23 STA funding of \$40,374,986.

The August 2022 amount for MTS was based on the overall FY2022-23 Public Transportation Account, State Transportation Fund budget. The state's budget was amended in June, and the overall budget in this fund was increased. The updated published amount for MTS is \$43,365,003, an increase of \$2,990,017.



State law and MTS Policy No. 20, "Allocation of State Transit Assistance Funds" requires that priority consideration be given to STA claims for the following purposes:

- to enhance existing public transportation services;
- to meet priority regional, county, or area-wide public transportation needs;
- to offset reductions in federal operating assistance and unanticipated increases in fuel costs.

STA revenues have been volatile in the past, and for that reason, the MTS Board has taken a conservative approach to use and programming these funds. Typically, the majority of these revenues are directed into the MTS Capital Improvement Program (CIP). This additional funding of \$2,990,017 will be included with the FY 2025 budget development cycle as discussed with the Budget Development Committee and the MTS Board.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 23-13 in order to approve the FY 2022-23 STA claim amendment.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. MTS Resolution No. 23-13  
B. STA budget amendment

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 23-15

Resolution Approving the MTS Area Fiscal Year 2022-23 STA Claim Amendment

WHEREAS, California Public Utilities Code (PUC) Sections 99313.3 and 99313.6 established a State Transit Assistance (STA) fund and grants the San Diego Metropolitan Transit System (MTS) authority to allocate monies from this fund; and

WHEREAS, MTS, through its various operating entities and divisions, including San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contracted Services (collectively referred to as "MTS"), and other operators on the basis of revenue generated, qualifies for STA monies under the provision of PUC Section 99260 et seq.; and

WHEREAS, the State Controller's Office has informed MTS that its eligible STA allocation for Fiscal year 2022-23 is \$43,365,003; and

WHEREAS, the claimants' proposed expenditures of STA monies are in conformance with the *Regional Transportation Plan and Transportation Improvement Program*; and

WHEREAS MTS is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the sum of MTS' allocations of STA and local transportation funds do not exceed the amounts they are eligible to receive during the fiscal year; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority, area-wide public transportation needs; and

WHEREAS, in the last thirteen months, MTS has received a certification from the California Highway patrol verifying that MTS is in compliance with section 1808.1 of the Vehicle Code, as required in PUC section 99251; and

WHEREAS the level of passenger fares and charges is sufficient to enable MTS to meet the fare revenue requirements of the PUC sections 99268.2, 99268.3, 99268.5, and 99268.9 as they may be applicable to MTS (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from fare revenue requirements through fiscal years 2021-2022 and 2022-2023); and

WHEREAS, MTS has ensured operators are in compliance with the efficiency standards of PUC section 99314.6 prior to the allocation of funding for operating purposes (Assembly Bill No. 149 passed the California State Assembly, which continued the statutory relief for transit agencies from efficiency standards through fiscal years 2021-2022 and 2022-2023);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the Fiscal Year 2022-23 STA amounts totaling \$43,365,003.

PASSED AND ADOPTED, by the Board of Directors this 14<sup>th</sup> day of December 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

---

Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

---

Clerk of the Board  
San Diego Metropolitan Transit System

---

General Counsel  
San Diego Metropolitan Transit System

Resolution No. 23-15

## State Controller's Office

## Remittance Advice

## Allocation of State Transit Assistance 4th Quarter

Fiscal Year: 2022-2023

Collection Period: April 1, 2023 - June 31, 2023

Description: Public Utilities Code (PUC) sections 99313 and 99314.

Revised October 6, 2023

County	PUC section 99313 Amount	PUC section 99314 Amount	Payment Amount	Year To Date
Alameda County Treasurer	\$25,975,240.00	\$71,635,896.00	\$97,611,136.00	\$375,948,658.00
Alpine County Treasurer	\$0.00	\$0.00	\$0.00	\$0.00
Amador County Treasurer	\$137,479.00	\$4,789.00	\$142,268.00	\$547,944.00
Butte County Treasurer	\$687,815.00	\$38,113.00	\$725,928.00	\$2,795,906.00
Calaveras County Treasurer	\$153,692.00	\$1,864.00	\$155,556.00	\$599,120.00
Colusa County Treasurer	\$74,398.00	\$3,306.00	\$77,704.00	\$299,275.00
Del Norte County Treasurer	\$92,858.00	\$4,800.00	\$97,658.00	\$376,129.00
El Dorado County Treasurer	\$593,122.00	\$40,609.00	\$633,731.00	\$2,440,813.00
El Dorado County Treasurer1	\$368,144.00	\$21,125.00	\$389,269.00	\$1,499,268.00
Fresno County Treasurer	\$3,450,108.00	\$625,123.00	\$4,075,231.00	\$15,695,726.00
Glenn County Treasurer	\$98,085.00	\$2,794.00	\$100,879.00	\$388,538.00
Humboldt County Treasurer	\$461,146.00	\$76,895.00	\$538,041.00	\$2,072,265.00
Imperial County Treasurer	\$611,807.00	\$58,277.00	\$670,084.00	\$2,580,822.00
Inyo County Treasurer	\$0.00	\$0.00	\$0.00	\$184,622.00
Kern County Treasurer	\$3,103,962.00	\$189,953.00	\$3,293,915.00	\$12,686,485.00
Kings County Treasurer	\$518,649.00	\$20,779.00	\$539,428.00	\$2,077,607.00
Lake County Treasurer	\$229,969.00	\$11,707.00	\$241,676.00	\$930,814.00
Lassen County Treasurer	\$103,284.00	\$4,385.00	\$107,669.00	\$414,690.00
Los Angeles County Treasurer	\$33,643,031.00	\$44,283,729.00	\$77,926,760.00	\$300,134,412.00
Madera County Treasurer	\$536,980.00	\$17,873.00	\$554,853.00	\$2,137,011.00
Mariposa County Treasurer	\$0.00	\$0.00	\$0.00	\$170,706.00
Mendocino County Treasurer	\$307,045.00	\$22,476.00	\$329,521.00	\$1,269,147.00
Merced County Treasurer	\$970,062.00	\$46,562.00	\$1,016,624.00	\$3,915,520.00
Modoc County Treasurer	\$29,647.00	\$2,527.00	\$32,174.00	\$123,917.00
Mono County Treasurer	\$45,644.00	\$66,281.00	\$111,925.00	\$431,079.00
Monterey County Treasurer	\$1,479,687.00	\$460,864.00	\$1,940,551.00	\$7,474,019.00
Nevada County Treasurer	\$345,402.00	\$16,243.00	\$361,645.00	\$1,392,878.00
Orange County Treasurer	\$10,788,469.00	\$3,867,458.00	\$14,655,927.00	\$56,447,206.00
Placer County Treasurer	\$1,083,983.00	\$155,078.00	\$1,239,061.00	\$4,772,232.00
Plumas County Treasurer	\$0.00	\$0.00	\$0.00	\$212,850.00
Riverside County Treasurer	\$8,309,155.00	\$1,360,879.00	\$9,670,034.00	\$37,244,079.00
Sacramento County Treasurer	\$6,752,345.00	\$2,316,895.00	\$9,069,240.00	\$34,930,125.00
San Benito County Treasurer	\$223,391.00	\$3,553.00	\$226,944.00	\$874,072.00
San Bernardino County Treasurer	\$7,463,544.00	\$1,578,254.00	\$9,041,798.00	\$34,824,431.00
San Diego County Treasurer	\$3,234,533.00	\$796,337.00	\$4,030,870.00	\$15,524,871.00
<b>San Diego County Treasurer1</b>	<b>\$7,980,600.00</b>	<b>\$3,278,669.00</b>	<b>\$11,259,269.00</b>	<b>\$43,365,003.00</b>
San Joaquin County Treasurer Trans Authority	\$2,675,749.00	\$605,665.00	\$3,281,414.00	\$12,638,352.00
San Luis Obispo County Treasurer	\$957,722.00	\$65,833.00	\$1,023,555.00	\$3,942,216.00
Santa Barbara County Treasurer	\$1,518,743.00	\$383,141.00	\$1,901,884.00	\$7,325,096.00
Santa Cruz County Treasurer	\$909,423.00	\$818,712.00	\$1,728,135.00	\$6,655,901.00
Shasta County Treasurer	\$0.00	\$0.00	\$0.00	\$1,847,129.00
Sierra County Treasurer	\$11,016.00	\$419.00	\$11,435.00	\$44,041.00
Siskiyou County Treasurer	\$149,533.00	\$6,367.00	\$155,900.00	\$600,450.00
Stanislaus County Treasurer	\$1,874,585.00	\$106,501.00	\$1,981,086.00	\$7,630,139.00
Tehama County Treasurer	\$221,935.00	\$4,567.00	\$226,502.00	\$872,369.00
Trinity County Treasurer	\$0.00	\$0.00	\$0.00	\$160,976.00
Tulare County Treasurer	\$1,620,581.00	\$171,522.00	\$1,792,103.00	\$6,902,270.00
Tuolumne County Treasurer	\$0.00	\$0.00	\$0.00	\$0.00
Ventura County Treasurer	\$2,844,128.00	\$460,234.00	\$3,304,362.00	\$12,726,735.00
Total	\$131,157,004.00	\$133,176,190.00	\$264,333,194.00	\$1,026,187,363.00



**Metropolitan  
Transit  
System**

## **Agenda Item No. 26**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Open County of San Diego Investment Account

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt Resolution No. 23-16 (Attachment A) and authorize the Chief Executive Officer (CEO) to add an MTS-owned County of San Diego investment account which will support Senate Bill (SB) 125 specific funded projects.

Budget Impact

None.

**DISCUSSION:**

SB 125 amended the Budget Act of 2023 to appropriate \$4 billion of General Fund to the Transit and Intercity Rail Capital Program (TIRCP) over the next two fiscal years. SB 125 also establishes a \$1.1 billion Zero-Emission Transit Capital Program (ZETCP) over the next four fiscal years. The California State Transportation Agency (CalSTA) is responsible for developing and administering these programs.

SB 125 requires CalSTA to develop and administer an accountability program to govern the distribution of these funds. CalSTA adopted guidelines governing the distribution of these funding sources in consultation with local agencies. Included in the guidelines is a requirement for the agencies receiving this funding to maintain separate interest-bearing accounts to ensure interest earned on the SB 125 funds is tracked and only spent on approved projects.

MTS plans to open an investment account at the County of San Diego Treasurer's Office to isolate these funds and allow for proper revenue and expenditure tracking on the approved SB 125 funded projects. The County of San Diego requires the MTS Board to authorize the opening of this bank account before they will create it.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution No. 23-16 (Attachment A) and authorize the CEO to add an MTS-owned County of San Diego investment account which will support SB 125 specific funded projects.



/S/ Sharon Cooney \_\_\_\_\_  
Sharon Cooney  
Chief Executive Officer

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

Attachments: A. MTS Resolution No. 23-16

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 23-16

Resolution Approving Establishment of Investment Account in  
The San Diego County Investment Pool

WHEREAS, Government Code Section 53684 was amended to allow local public agencies to deposit excess money in the County Treasury for investment purposes;

WHEREAS, the County of San Diego Board of Supervisors majority vote adopted a resolution allowing public agencies to participate in the County Investment Pool Program; and

WHEREAS, it is in the interest of the agency to protect and maximize the earnings on excess cash; and

WHEREAS, the San Diego County Investment Pool is in compliance with MTS's current investment policy;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED that the MTS Board of Directors does hereby authorized the deposit and withdrawal of MTS monies in San Diego County Investment Pool in the County Treasury in accordance with MTS Policy No. 30 and the provisions of Government Code Section 53684 for the purposes of investment as stated therein and verification by the County Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following MTS officers or their successors in the office shall be authorized to order the deposit or withdrawal of monies in the San Diego County Investment Pool:

Sharon Cooney, Chief Executive Officer  
Larry Marinesi, Chief Financial Officer  
Erin Dunn, Controller  
Mike Thompson, Director of Financial Planning & Analysis

PASSED AND ADOPTED, by the Board of Directors this 14<sup>th</sup> day of December 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:



---

Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

---

Clerk of the Board  
San Diego Metropolitan Transit System

---

General Counsel  
San Diego Metropolitan Transit System

Resolution No. 23-16



**Metropolitan  
Transit  
System**

## **Agenda Item No. 27**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Project Labor Agreement (PLA) and Monitoring Support Services

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to

- 1) Execute the negotiated PLA between MTS and the San Diego County Building and Construction Trades Council (Building Trades) (in substantially the same format as Attachment A);
- 2) Authorize the CEO to award and execute MTS Doc. G2540.0-22 (in substantially the same format as Attachment B) with TSG Enterprises, Inc. dba The Solis Group (TSG), a Disadvantaged Business Enterprise (DBE), for PLA Monitoring Support Services for a three (3) year-base period with two (2) optional 1-year extensions in the amount of \$1,593,484.02; and
- 3) At the CEO's discretion, exercise the option years in MTS Doc. No. G2540.0-22.

**Executive Committee Recommendation**

At its September 7, 2023 meeting, the Executive Committee recommended that the Board of Directors approve staff's recommendation, with a motion for staff to clarify language in the PLA relating to a Union hiring hall not being able to require a Contractor to accept a late referral request, with 3 voting in favor (Committee Members: Chair Stephen Whitburn, Monica Montgomery Steppe, and Vivian Moreno); 2 voting in opposition (Committee Members: Vice-Chair Steve Goble, and Ronn Hall; 1 absent (Committee Member Nora Vargas); and 1 recusal/absent (Committee Member Matthew Leyba-Gonzalez).

**Budget Impact**

The total budget for PLA compliance monitoring services is estimated to be \$1,593,484.02 over a three (3) base year period with two (2) 1-year options. This estimate is based on MTS's current Capital Improvement Program (CIP) schedule and anticipated projects that will fall within the PLA's requirements. If additional CIP projects are added, then more compliance monitoring funds may be required. The costs for these services will be funded by the CIP budgets for each



applicable construction project. It is unknown whether MTS will incur additional expenses related to the PLA.

## DISCUSSION:

A PLA is an agreement between a public agency planning to authorize and fund a construction project and the unions that represent the pools of skilled labor that are needed for that project. A PLA spells out the specific terms and conditions that govern the employment of labor on a project for the duration of the project. Per Public Contract Code 2500, a PLA must: prohibit discrimination, permit all qualified contractors and subcontractors to bid to without regard to whether they are otherwise parties to collective bargaining agreements; require drug testing; guarantee no work stoppages, strikes, or lockouts; and requires that disputes be resolved by a neutral arbitrator.

### I. Negotiated PLA

Under Public Utilities Code section 120221.5, for construction services contracts over \$1 million, MTS is required to either:

(1) include an enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or a contract that falls within an apprenticeship occupation in the building and construction trades in accordance with Public Contract Code sections 2600, *et. seq.*;

OR

(2) have entered into a PLA that will bind the contractor and its subcontractors.

Currently, MTS complies with Public Utilities Code section 120221.5 by requiring all construction projects over \$1 million to have a skilled and trained workforce. As of October 14, 2021, the MTS Board of Directors adopted MTS Board Policy No. 66, which directed staff to negotiate a PLA with the Building Trades for construction projects estimated to exceed \$1 million.

After having negotiated a tentative PLA with Building Trades, MTS staff recommended at the September 7, 2023 MTS Executive Committee Meeting that the CEO be authorized to execute the draft PLA and award a PLA Monitoring Support Services contract to TSG. At that meeting, the MTS Executive Committee recommended to forward staff's recommendation to the MTS Board of Directors, with a motion to revise PLA language regarding late referrals from the union hiring hall. This requested change to the PLA language re-opened the negotiations with the Building Trades. There were two (2) areas within the PLA that were revised, which includes late referrals and how apprentices are referred, which are further discussed below.

MTS and the Building Trades have now finalized PLA negotiations, which resulted in the draft PLA included in Attachment A. The PLA has the following general components:

- Regulatory Compliance. Complies with Public Utilities Code section 120221.5, Public Contract Code section 2500, and Federal Executive Order 13502.
- Term. Term is for a period of five (5) years, with automatic renewals unless either MTS or Building Trades provides written notice at least sixty (60) days before the expiration date of its intention to renegotiate or terminate the PLA.

- Applicability. The PLA applies to: new solicitations for construction projects estimated to exceed \$1 million; new solicitations for job order contracting work that involve individual work orders estimated to exceed \$1 million; new solicitations for closed-circuit television equipment installation services, when individual work orders involve work in the furtherance of a construction project estimated to exceed \$1 million; and new architectural and engineering services solicitations for individual task orders that involve geotechnical, surveying or inspection services for the preparation of a construction project, when that construction project is estimated to exceed \$1 million.
- Exclusions. The requirements of the PLA does not apply to: work performed by MTS employees; offsite manufacturing of materials and equipment; maintenance work; certain solicitations that produce less than three (3) responsible, responsive bidders; solicitations for which the bid from the lowest responsible, responsive bidder is in excess of 20% more than MTS's independent cost estimate; or if application of the PLA would violate the terms of a governmental grant or funding sources to pay for the construction project.
- Core Employees. A Core Employee is a Contractor's own employee meeting certain eligibility requirements. Prime Contractors and Subcontractors, that are not otherwise a signatory Union under the PLA may employ, as needed, first a Core Employee, then an employee through the appropriate Union hiring hall, then a second Core Employee, then a second employee through the Union hiring hall, and so forth on until a maximum of three (3) Core Employees are employed per craft on the construction project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. If any Union Hall's referral system does not fulfill the Prime Contractor or Subcontractor's referral request within forty-eight (48) hours, that Contractor may use any number of its Core Employees or use any other employment source for that classification of workers. Prime Contractors and Subcontractors must also pay the fringe benefits and other required employer contributions on behalf of their Core Employees to Union employee benefit funds.
  - o Per the direction of the Executive Committee at its September 7, 2023 Meeting, it was requested that staff develop clarifying language to ensure Contractors can use its Core Employees or use employees from any other employment source after a Union hiring hall does not complete a referral request within 48 hours. The following language has been added to the PLA, Section 4.7: *"The Union may not subsequently require a MTS Contractor to replace these applicants with referrals from a Union's hiring hall after the forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) time period has expired."*
  - o After the September 7, 2023 Executive Committee Meeting, the PLA negotiation was re-opened and Building Trades requested that the definition of Core Employee be revised to state they must be a journeyman, instead of the previous definition of journeyman or apprentice. Practically this change may not have a significant impact, as it is likely more common for MTS Contractors to designate as their first 3 Core Employees on a project, a Core Employee that is a journeyman based on their level of experience, rather than an apprentice. There are state requirements to have a certain ratio between apprentices and journeymen present on public work projects. Language has been added that if a MTS Contractor requests an apprentice from the Union Hiring Hall (i.e. an apprentice from a joint-labor management apprenticeship program), and that Union Hall's referral system does not fulfill the

referral request for an apprentice within forty-eight (48) hours, that Contractor may use an apprentice from their own employee pool or from any other employment source. Similar language regarding a Union not subsequently requiring a Contractor to accept a late apprentice referral, has been added to the PLA.

- DBE and Small Business (SB) Subcontractors. In order to promote participation and to attract DBE and SB subcontractors to work under this PLA, DBE and SB subcontractors with a subcontract of \$100,000 or less, who are not otherwise a signatory Union under the PLA, can utilize a similar Core Employee / Union Referral process as described above, but are allowed up to a maximum of five (5) Core Employees per craft. DBE and SB subcontractors with a subcontract of \$100,000 or less are also exempt from the requirement of paying the fringe benefits and other required employer contributions on behalf of their Core Employees to the Union employee benefit funds.
- Apprentice Outreach. Building Trades, with assistance from the Prime Contractor and MTS's Project Labor Coordinator, will work cooperatively to establish procedures to encourage participation in Apprenticeship Programs and apprenticeship readiness programs.
- Local Area Hiring Goal. Building Trades, with assistance from the Prime Contractor, will aim to meet a 40% MTS Service Area Resident Goal on each construction project.
- Opt-Ins for Private Entities on MTS Joint Development Project. For any private entity entering into an MTS Joint Development Agreement with MTS under MTS Board Policy No. 18, they must comply with the requirements of Public Utilities Code section 120221.5, as described above, for construction of their project. Private entities that do not already have a PLA with Building Trades may choose to opt-in to the terms and conditions of this PLA for construction of their project.

Upon execution of the PLA, MTS will replace the current skilled and trained workforce requirements within MTS's construction solicitations, and add the PLA requirements to all new, applicable solicitations as described above. Each year, MTS will provide updates to the MTS Board of Directors regarding the implementation of the PLA on its construction projects.

## **II. Procurement for PLA Monitoring Support Services**

Since MTS does not have the in-house expertise to administer a PLA, PLA Monitoring Support Services are necessary. MTS intends for the PLA Monitoring Support Services Consultant to act as MTS's Project Labor Coordinator. Project Labor Coordinator responsibilities include: monitoring compliance of the PLA; developing reports and presenting on the implementation of the PLA to MTS staff and the MTS Board of Directors, which may include areas such as the MTS Service Area Resident Goal and DBE and SB Subcontractor utilization; investigation of any complaints or issues relating to the PLA, such as prevailing wage noncompliance; and assisting with effective and constructive communications between MTS, the Prime Contractor and Building Trades on applicable MTS construction projects.

On February 1, 2022, MTS issued a Request for Proposals (RFP) for PLA Monitoring Support Services for a three (3) year base, with two (2) optional 1-year extensions. Three (3) proposals were received by the due date of March 28, 2022 from the following:

PROPOSERS	FIRM CERTIFICATIONS
Kendall LCP & DBRA Association, LLC dba Kendall Association	SB
Law Offices of Rudy H. Lopez, APC	None
TSG Enterprises, Inc. dba The Solis Group	DBE

All three (3) proposals were deemed responsive and responsible and were evaluated by a committee comprised of representatives from the MTS Procurement, Legal and Finance departments. The proposals were evaluated on the following:

- |  |     |
|--|-----|
| 1. Qualifications of the Firm or Individual    | 25% |
| 2. Staffing, Organization, and Management Plan | 20% |
| 3. Work Plan                                   | 30% |
| 4. Cost and Price                              | 25% |

The following illustrates the total scores and ranking of each:

PROPOSER	TOTAL AVG TECHNICAL SCORE	TOTAL COST	COST SCORE	TOTAL AVG. SCORE TOTAL (Total possible Score: 100)	RANKING
TSG	65.57	\$1,593,484.02	20.00	85.57	1
Kendall	36.00	\$ 575,951.32	18.33	54.33	2
Rudy H. Lopez	9.00	\$2,418,311.34	3.33	12.33	3

As a result of the initial review, one (1) firm was determined to be within the competitive range, TSG. MTS invited TSG to participate in the interview process which was held on May 9, 2022. Subsequent to the interviews, the evaluation committee did not rescore the proposer.

Based on the initial scores and information gained during the interview, TSG remained the highest-ranked proposer. MTS identified items that required further discussions and requested for a Best and Final Offer (BAFO) from TSG. TSG did not submit a BAFO. However, staff determined that their original proposal represented the best value to MTS and their cost was fair and reasonable.

Based on the objectives of this procurement, consideration of the evaluation criteria and TSG's technical and cost proposals, the evaluation committee determined TSG presented the best overall value to MTS. On September 26, 2022, TSG agreed to hold their proposal prices until June 30, 2023, and on May 31, 2023, agreed to an additional extension until December 31, 2023, while MTS completed the negotiation of the PLA with Building Trades.

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

- 1) Execute the negotiated PLA between MTS and the Building Trades (in substantially the same format as Attachment A);
- 2) Award and execute MTS Doc. G2540.0-22 (in substantially the same format as Attachment B) with TSG, a DBE, for PLA Monitoring Support Services for a three (3)

year-base period with two (2) optional 1-year extensions in the amount of \$1,593,484.02;  
and

- 3) At the CEO's discretion, exercise the option years in MTS Doc. No. G2540.0-22.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachments: A. Project Labor Agreement  
B. PLA Monitoring Support Services Agreement with TSG (MTS Doc No. G2540.0-22)  
C. PLA Monitoring Support Services Agreement – TSG Cost Form

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
PROJECT LABOR AGREEMENT**

**FOR CONSTRUCTION PROJECTS SUBJECT TO  
MTS BOARD POLICY NO. 66**



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 RECITALS .....	- 3 -
ARTICLE 2 DEFINITIONS.....	- 4 -
ARTICLE 3 SCOPE OF THE AGREEMENT.....	- 5 -
ARTICLE 4 UNION RECOGNITION AND EMPLOYMENT.....	- 11 -
ARTICLE 5 UNION ACCESS AND STEWARDS .....	- 16 -
ARTICLE 6 WAGES AND BENEFITS.....	- 18 -
ARTICLE 7 WORK STOPPAGES AND LOCKOUTS.....	- 21 -
ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES.....	- 26 -
ARTICLE 9 MANAGEMENT RIGHTS .....	- 27 -
ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES.....	- 30 -
ARTICLE 11 COMPLIANCE.....	- 32 -
ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY .....	- 33 -
ARTICLE 13 TRAVEL.....	- 33 -
ARTICLE 14 LEGAL ACTION .....	- 34 -
ARTICLE 15 PRE-JOB CONFERENCE.....	- 34 -
ARTICLE 16 SAVINGS AND SEPARABILITY .....	- 35 -
ARTICLE 17 LABOR/MANAGEMENT AND COOPERATION .....	- 36 -
ARTICLE 18 WAIVER.....	- 36 -
ARTICLE 19 AMENDMENTS .....	- 37 -

TABLE OF CONTENTS  
(Continued)

	<u>Page</u>
ARTICLE 20 DURATION OF THE PLA .....	- 37 -
ARTICLE 21 HELMETS TO HARDHATS .....	- 38 -
ARTICLE 22 APPRENTICES .....	- 39 -
ARTICLE 23 .....	- 40 -
ATTACHMENT A – LETTER OF ASSENT .....	- 44 -
ATTACHMENT B – DRUG AND ALCOHOL TESTING POLICY .....	- 45 -
MEMORANDUM OF UNDERSTANDING REGARDING “QUICK” DRUG SCREENING TESTS PURSUANT TO ATTACHMENT B – DRUG AND ALCOHOL TESTING POLICY .....	- 50 -
ATTACHMENT C – WORKFORCE DISPATCH REQUEST FORM .....	- 51 -
ATTACHMENT D – AGREEMENT BY PRIVATE ENTITY TO BE BOUND .....	- 54 -

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**PROJECT LABOR AGREEMENT**  
**FOR CONSTRUCTION PROJECTS SUBJECT TO**  
**MTS BOARD POLICY NO. 66**

This Project Labor Agreement (hereinafter, “PLA” or “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between the San Diego Building and Construction Trades Council (hereinafter “Council”), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the “Union” or “Unions”), and the San Diego Metropolitan Transit System (“MTS”).

**ARTICLE 1**

**RECITALS**

WHEREAS, the MTS has adopted Board Policy No. 66 in regard to the use of a PLA for MTS construction projects projected to exceed \$1 million (hereinafter “Covered Projects”); and

WHEREAS, MTS desires the completion of Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of each Covered Project; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the need to maintain harmony in labor-management relations and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Work; and

WHEREAS, MTS supports the development of programs for the recruitment, training, and employment of Disadvantaged Business Enterprises and Small Businesses, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The Parties will encourage Local Residents of

San Diego County to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and to seek formal employment on Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, this PLA has been developed in compliance with California Public Contracts Code § 2500 et seq.; and

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

## **ARTICLE 2**

### **DEFINITIONS**

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below.

“Agreement” means this Project Labor Agreement (PLA).

“Applicable Prevailing Determination” means the prevailing wage determinations applicable to Project Work as required by law, such as the State of California Labor Code and/or the federal Davis-Bacon Act, as applicable.

“Apprentice” means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

“Apprenticeship Program” as used in this PLA shall be defined as an apprenticeship program approved by the State of California.

“Contractor” means any contractor awarded work on a Covered Project. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, or combination thereof, including joint ventures, that has entered into a contract with MTS for Project Work, or any subcontractor who has signed a contract with a Contractor or another subcontractor for Project Work.

“Core Employees” are defined in Article 4, Section 4.6 (e).

“Council” means the San Diego County Building & Construction Trades Council.

“Covered Contract” means a contract awarded on a Covered Project.

“Covered Project” or “Project Work” means work on a Covered Project subject to this PLA. “Covered Projects” are MTS construction solicitations projected to exceed \$1 million, based on MTS’s Engineer’s independent cost estimate and individual Job Orders projected to exceed \$1 million issued under a master Job Order Contract.

“Disadvantaged Business Enterprise” means a firm that has been certified as a Disadvantaged Business Enterprise by the California Unified Certification Program based on eligibility standards at 49 CFR Part 26, or a Small Business as defined in this PLA.

“Joint Labor-Management Apprenticeship Program” means a Joint Labor-Management Apprenticeship Program approved by the State of California.

“Local Resident” means an individual that resides in the MTS Service Area.

“Party” means MTS, Council, Union and Contractor signing a Letter of Assent to this PLA.

“Project Labor Coordinator” means the designee of MTS to monitor compliance with this Agreement.

“Schedule A’s” means the local master labor agreements of the Unions.

“Small Business” means a firm that has been certified as a Small Business by the U.S. Small Business Administration.

“Union” or “Unions” means any labor organization signatory to this Agreement acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

### ARTICLE 3

#### SCOPE OF THE AGREEMENT

##### Section 3.1 Scope

(a) This Agreement covers, without limitation, all on-site site preparation, construction, alteration, demolition, installation, improvement, landscaping, painting or repair of buildings, structures and other works, and related activities for the Covered Project that is within the craft jurisdiction of one of the signatory Unions and which is directly part of the Covered Project. On-site work includes work done solely for the Covered Project in temporary yards, dedicated sites, or

other areas provided that they are adjacent to the Covered Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Covered Project.

(b) This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance or operational revisions to systems and/or subsystems for the Project that are required as part of the original Prime Contract.

(c) The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work for the delivery of ready-mix shall be covered by the terms and conditions of this Agreement to the extent required by law and/or by the prevailing wage determinations of the California Department of Industrial Relations.

The scope of work covered by this PLA is limited to all on-site construction work except as otherwise set forth above.

**Section 3.2** Exclusions. Items specifically excluded from the scope of this PLA include the following:

(a) Work of non-manual employees including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees; and

(b) All offsite manufacturing, fabrication, maintenance, and handling of materials, equipment, or machinery and the offsite hauling of materials of any kind to or from the Covered Project site. However, any lay down or storage areas for equipment or material manufacturing (i.e. prefabrication) sites dedicated solely to and adjacent to the Covered Project site, and the movement of materials or goods between locations on the Covered Project site are within the scope of this PLA. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On site construction shall also include the site of any batch plant constructed solely to supply materials to the Project; and

(c) All employees of MTS, design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for MTS (including, but not limited to, project managers and construction managers and their employees where not engaged in Covered Work) and their subconsultants, and other employees of professional service organizations not performing manual

labor within the scope of this PLA. This exclusion shall not apply to geotechnical, surveying and inspection work performed within the State of California's general prevailing wage determination for Field Surveyor or Building/Construction Inspector and Field Soils and Material Tester when this work is performed under a professional services agreement in preparation for a construction project which MTS reasonably believes will be projected to exceed \$1 million. As used in this Section, "preparation" means any geotechnical, surveying or inspection work involved as part of a design task to develop construction bid documents (e.g. developing design drawings or technical specifications); and

(d) Any work performed by MTS, state, county, city, or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to MTS); or by private utilities, or their contractors; and

(e) Installation, start up, and/or commission work performed by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, and provided the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection (e) shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, MTS shall review with the vendor whether installation or application may be performed pursuant to terms of the PLA without affecting the status of the warranty. Nothing in this section is intended to include within the scope of this Agreement maintenance or repair work performed pursuant to a manufacturer's or vendor's warranty after MTS has given its Notice of Acceptance pursuant to Section 20.2 of this Agreement; and

(f) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Unions do not possess. At least ten (10) working days' notice shall be given to the Council before any work is performed pursuant to this exemption; and

(g) Laboratory work; and

(h) Non-construction support services contracted by MTS; and

(i) Contracts for which there are less than three (3) responsible, responsive bidders (two (2) for ready-mix concrete) that bid, with at least ten (10) days' notice to the Council prior to bids being due, in which case MTS may reject all bids and re-advertise the project without the application of this PLA; and

- (j) Contracts for which the bid from the lowest responsible, responsive bidder is in excess of 20% more than MTS's Engineer's independent cost estimate, in which case MTS may reject all bids and re-advertise the project without the application of this PLA; and
- (k) If application of the PLA would violate the terms of a governmental grant or funding sources to pay for the Covered Project, as determined by MTS; and
- (l) Installation of specialty items, artwork, furniture, fixtures, security systems, and equipment under separate contract with MTS, including without limitation office and operational equipment and machinery. This exclusion shall not apply to installation of closed-circuit television equipment (i.e. pulling in new wire, and installation of, new video camera and related server), regardless of procurement method, if the work: involves a State of California general prevailing wage determination; and is in furtherance of a Covered Project; and
- (m) repair or maintenance of equipment or machinery owned or controlled by MTS; and
- (n) off-site maintenance of leased equipment and on-site supervision of such work; and
- (o) all work by employees of MTS or its contractors involving general maintenance, emergency repair, and/or cleaning work; and
- (p) non-construction support services contracted by MTS in connection with Covered Projects; and
- (q) Construction projects adjacent to the MTS right of way that are not being developed or controlled by MTS; and
- (r) all maintenance, operations, janitorial services (other than construction clean-up), emergency, special event work, or other professional services performed at the direction of the MTS Chief Executive Officer (CEO) in their sole discretion.

**Section 3.3** Awarding of Contracts.

- (a) MTS has the absolute right to bid or award Project Work notwithstanding the existence or non-existence of any agreements between any Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.



(b) It is agreed that all Contractors who have been awarded a contract for Project Work shall be required to accept and be bound by the terms and conditions of this PLA in regard to Project Work only. Contractors shall evidence their acceptance of this Agreement by executing a Letter of Assent as set forth in Attachment A hereto. No Contractor shall commence Project Work without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) MTS and Prime Contractors agree that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, MTS and Prime Contractors shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects based on MTS's and Prime Contractor's procurement policies, procedures and as required by law.

**Section 3.4** Schedule A's.

(a) The provisions of this PLA, including the Schedule A's (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the Project Work, as such may be changed from time to time consistent with Section 19.1, and which are incorporated herein by reference), shall apply to the work covered by this PLA, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Schedule A, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Schedule A and not covered by this PLA, the provisions of the Schedule A shall govern. Any dispute as to the applicable source between this PLA and any Schedule A shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, no Contractor shall be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA (provided, however, that the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and

conditions of this PLA and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning Project Work.

- Section 3.5** The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this PLA.
- Section 3.6** Binding Signatories Only. This PLA and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.
- Section 3.7** Other MTS Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by MTS employees or contracted for by MTS for its own account, on its property, or in and around a project site.
- Section 3.8** Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among MTS and any Contractor, or between and among any Contractors.
- Section 3.9** Completed Project Work. As areas of Project Work are accepted by MTS, this PLA shall have no further force or effect on such items or areas except where the Contractor is directed by MTS to engage in repairs, modification and/or check-out functions required by its contract(s) with MTS.
- Section 3.10** Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

## ARTICLE 4

### UNION RECOGNITION AND EMPLOYMENT

**Section 4.1** Recognition. MTS recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

**Section 4.2** Contractor Selection of Employees. Contractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article. Contractors shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; provided, however, that such right is exercised in good faith and not for the purpose of avoiding Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

**Section 4.3** Referral Procedures.

(a) For signatory Unions to this Agreement having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except for Core Employees or as otherwise modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to encourage employment of Local Residents on Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of Contractors, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly Local Residents, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such Apprenticeship Programs, all maintained to increase the available supply of

skilled craft personnel for Project Work and future construction work to be undertaken by MTS.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

**Section 4.4** Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not unlawfully discriminate against any employee or applicant for employment on the basis of race, ethnicity, color, caste, ancestry, religion, creed, gender, gender identity, gender expression, transgender status, national origin, age, Union status, sex, sexual orientation, marital status, political affiliation, denial of family care leave, genetic information, military or veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation, medical condition or disability. Further, it is recognized that MTS has a policy for the utilization of Disadvantaged Business Enterprises and Small Businesses. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Business Enterprises and Small Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of MTS's policy for the utilization of Disadvantaged Business Enterprises and Small Businesses as Contractors, vendors or suppliers on Project Work.

**Section 4.5** Employment of Local Residents

(a) In recognition of MTS's mission to serve the residents of its service area, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the MTS Service Area, hereafter "Local Residents", shall be first referred by appropriate Union Hiring Hall for Project Work per Section 4.6. A "Local Resident" is defined as a permanent resident of the MTS Service Area at the time of initial employment on a Covered Project or a Veteran residing anywhere. The list of qualifying zip codes for Local Residents is included within Attachment C, Workforce Dispatch Request Form.

(b) The Contractors and Unions agree to work together to achieve an aspirational goal of at least forty percent (40%) of the total construction craft hours worked on each Covered Project be performed by Local Residents.

(c) Professional services agreements entered into by MTS for covered surveying or inspection services, which are separate and apart from the

Construction Contract for a Covered Project, are exempt from the foregoing MTS Local Resident hiring goals.

(d) To facilitate the dispatch of MTS Local Residents, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form for Covered Projects, a sample of which is attached as Attachment C.

(e) The Project Labor Coordinator shall work with the Unions and Contractors in the monitoring and the reporting of the foregoing Local Resident hiring goals.

**Section 4.6** Core Employees and Union Referral Process. This Section only applies to Contractors who are not directly signatory to an applicable Schedule A.

(a) Disadvantaged Business Enterprise. The Parties recognize MTS's interest in promoting competition and inclusion of Disadvantaged Business Enterprises, which may not be signatory to a current Schedule A. In order to promote participation and attract Disadvantaged Business Enterprises to work under this PLA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business Enterprise may first employ three (3) of its core employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Business Enterprises is subject to the following limitations:

(1) Disadvantaged Business Enterprises with an individual subcontract value of \$100,000 or less and;

(2) Each Disadvantaged Business Enterprise is limited to utilizing the foregoing Core Employee hiring procedure to one (1) subcontract per Covered Project and;

(3) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed twenty (20) percent of the total value of each Covered Project; and

(4) In order to assist the Project Labor Coordinator monitor compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business Enterprise subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(b) Contractors who do not qualify for the hiring procedure set forth in Section 4.6(a), and who are not otherwise signatory to a current Schedule A may employ, as needed, first a Core Employee, then an employee through the appropriate Union hiring hall, then a second Core Employee, then a second employee through the Union hiring hall, and so forth on until a maximum of three (3) Core Employees are employed per craft on the Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

(c) Section 4.6 only applies to Contractors who are not directly signatory to a current Schedule A for the craft worker in its employ and is not intended to limit the transfer provisions of the Schedule A of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

(d) At least 30 calendar days prior to each Contractor performing any work on the Covered Project, each Contractor shall provide a list of Core Employees to the Project Labor Coordinator and the Council. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and Council. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured, becomes ill, resigns, is terminated or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Such "substituted" Core Employees are not subject to the preceding 30-day prior notice requirement above, but are still required to register with the

appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

(e) Upon request by any Party to this Agreement, the Contractor hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator.

(f) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be a journeyperson and appear on the Contractor's active payroll for at least ninety (90) of the last one-hundred-eighty (180) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Project Work to be performed; and

(3) A Core Employee must have the ability to safely perform the basic functions of the applicable trade.

(4) Apprentices are defined in Article 1 and the process for hiring Apprentices for a Covered Project is set forth in Article 22.

(g) In addition to the Core Employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Schedule A's to call for specific employees by name.

(h) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

**Section 4.7** Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees requested by an MTS Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use any number of its Core Employees without seeking referrals from the Union hiring hall for that classification of workers, or it may use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Union may not subsequently require a MTS Contractor to replace these applicants with

referrals from a Union's hiring hall after the forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) time period has expired. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any. A similar referral process and deadline for Apprentices is set forth in Section 22.2.

**Section 4.8** Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractor shall give the Union equal opportunity to refer applicants.

**Section 4.9** Union Membership. Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Schedule A. Core Employees of a Contractor shall not be required to pay union dues, fees or assessments, or to register with any Union. Nothing in this Section 4.9 is intended to supersede the requirements of the applicable Schedule A's as to those Employers otherwise signatory to such Schedule A and as to the employees of those Employers who are performing Covered Work.

**Section 4.10** Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Schedule A's. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractors.

## ARTICLE 5

### UNION ACCESS AND STEWARDS

**Section 5.1** Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

**Section 5.2** Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the



assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to their work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of their Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

**Section 5.3** Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of discipline or discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given; provided, however, that during the 24-hour period before the discipline or discharge becomes final, the steward will be considered suspended pending investigation without pay.

**Section 5.4** Employees on Non-Project Work. On work where the personnel of MTS may be working in close proximity to the construction activities covered by this PLA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with MTS personnel, or with personnel employed by any other employer not a Party to this PLA.

## ARTICLE 6

### WAGES AND BENEFITS

**Section 6.1** Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates and benefits for those classifications in compliance with the applicable Prevailing Wage Determination established pursuant to the California Labor Code by the California Department of Industrial Relations, or if applicable, in compliance with the applicable Prevailing Wage Determination set by the United States Department of Labor for a Davis-Bacon Act Project.

**Section 6.2** Benefits.

(a) Payment of Benefits. Subject to the exception set forth below for Core Employees of Disadvantaged Business Enterprise, for all employees performing Project Work, Contractors shall pay all fringe benefits and other required employer contributions to the established Union employee benefit funds in the amounts required by the applicable Schedule A. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on Covered Projects. Fringe benefit amounts that do not accrue to the direct benefit of the employees (such as industry promotion and contract administration) will be added to employee wages and paid directly to employees. Contractors utilizing this exemption are still required to pay all fringe benefits and other required employer contributions to the established Union employee benefit funds for all employees other than Core Employees, and must comply with all applicable prevailing wage requirements, including the payment of fringe benefits, for all employees performing Project Work. Stated differently, Contractors utilizing this exemption must satisfy California prevailing wage requirements for all employees, but contributions to Union employee benefit funds are only required on behalf of non- Core Employees. Contractors who employ Core Employees can pay the required fringe benefits into benefit plans that directly benefit the Core Employees (e.g. payment into a 401(k) plan to benefit the Core Employees).

(b) Core Employees of Disadvantaged Business Enterprises. Disadvantaged Business Enterprises are exempt from the requirement of subsection (a) to pay fringe benefits and other required employer contributions on behalf of their Core

Employees to Union employee benefit funds, subject to the following exemption limitations:

(1) The exemption is only applicable to Disadvantaged Business Enterprises with an individual subcontract value of \$100,000 or less and;

(2) Each Disadvantaged Business Enterprise is limited to utilizing this exemption for one subcontract per Covered Project and;

(3) The total value of all subcontracts utilizing this exemption shall not exceed twenty (20) percent of the total value of each Covered Project; and

(4) Disadvantaged Business Enterprises utilizing this exemption are still required to pay all fringe benefits and other required employer contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the applicable prevailing wage requirements, including the payment of fringe benefits, for all employees performing Project Work; and

(5) In order to assist the Project Labor Coordinator monitor utilization of this exemption, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator about each Disadvantaged Business Enterprise subcontract that qualifies and intends to utilize this exemption prior to work commencing.

(c) Unless otherwise required by law, non-union Contractors who do not qualify for the exemption in Section 6.2(a) and who have fringe benefits for their Core Employees equal to or better than those designated in the Schedule A shall have those benefits “follow the worker” and do not have to pay the fringe benefit contributions designated in the Schedule A on behalf of their Core Employees. Contractors who believe their benefit plans are equal to or better than those designated in the Schedule A’s must submit their fringe benefit packages including Summary Plan Descriptions to the Project Labor Coordinator for evaluation by the Project Labor Coordinator at least fourteen (14) days prior to bidding. The Project Labor Coordinator will be responsible for determining whether the contractor’s benefits are equal to or better than those designated in the Schedule A’s and the credit the Contractor can take for providing the fringe benefits. The Parties hereby agree that, to qualify as “equal to or better than,” all of the following must be true:

(1) Each component (medical, vision, dental, retirement, life insurance, etc.) of the Contractor's plan(s) must be "equal to or better than" the benefits designated in the Schedule A's;

(2) If the Schedule A provides for a defined benefit plan, a Contractor's plan must also be a defined benefit plan and be 100% paid for by the Contractor in order to be eligible for a determination that it is "equal to or better than" the plan in the Schedule A; and

(3) The Contractor's health & welfare premiums (including vision and dental, if applicable) must be 100% paid by the Contractor, including coverage for any eligible dependents.

(d) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor will be determined at the pre-job conference described in Articles 15.

(e) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting MTS to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(f) Notwithstanding any other provisions, this Agreement is an agreement under Section 8(f) of the National Labor Relations Act (NLRA), which covers work performed in the building and construction industry. In addition, the work performed under this Agreement qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this Agreement does not qualify for the Construction Industry Exemption authorized by Section 4203 (B)(1)(i), of the Employee Retirement Income Security Act of 1974 ("ERISA") as amended, 29

U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this Agreement to qualify for the Construction Industry Exemption, the Contractors signatory to this Agreement will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to applicable prevailing wage requirements.

**Section 6.3** Wage Premiums, with the exception of shift premiums, shall not be applicable to work performed under this PLA. The types of wages premiums that will not apply to the Project include, but are not limited to, pay based on height of work, hazard pay, scaffold pay, and special skills, except to the extent provided for in any prevailing wage determination. Similarly, there will be no wage premiums based on staggered start times or start times that are earlier or later than set forth in the applicable Schedule A, with the exception of shift premiums.

**Section 6.4** Compliance with Prevailing Wage Laws. All complaints regarding possible prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with applicable prevailing wage laws, each Contractor agrees to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

## ARTICLE 7

### WORK STOPPAGES AND LOCKOUTS

**Section 7.1** No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the MTS or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor

practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

**Section 7.2** Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire under this PLA.

**Section 7.3** Standing to Enforce. Any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

**Section 7.4** Expiration of Schedule A's. If a collective bargaining agreement between a signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for the Project, and the Union or the Contractor gives notice of demand for a new or modified collective bargaining agreement, the Unions agree that they will not strike the Contractor on the Project, and the Union and the Contractor agree that the expired collective bargaining agreement will continue in full force and effect for the Project Work until a new or modified collective bargaining agreement is reached between the Union and the Contractor. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of a Schedule A agreement. Should a Contractor engaged in Project Work enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work, subject to the provisions of Section 20.3.

**Section 7.5** No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include MTS's decision to stop, suspend, or discontinue any Project Work or any portion thereof for any reason.

**Section 7.6** Best Efforts to End Violations.

(a) If a Contractor contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

**Section 7.7** Expedited Enforcement Procedure. Any Party, including MTS, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The Party invoking this procedure shall notify Kenneth Perea, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, and if Mr. Perea is unavailable, shall notify Jan Stiglitz, who has been selected as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing, which may be a Zoom proceeding or the equivalent. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon

by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issues at the hearing shall be whether or not a violation of this Article has in fact occurred, and if so, the amount of liquidated damages pursuant to Section 7.8 below. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article, liquidated damages and other appropriate relief, and such award shall be served on all Parties by hand, email or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this PLA (for a Union), as shown on their business contract for work under this PLA (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

**Section 7.8** Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) found in violation of Section 7.7 shall pay liquidated damages in accordance with subsection (c) below.



(b) If the arbitrator determines in accordance with Section 7.7 above that a lock out has occurred, the respondent Contractor(s) found in violation of Section 7.7 shall pay liquidated damages in accordance with subsection (c) below.

(c) The Parties agree that project delays caused by violations of this Article will cause MTS to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of either of these provisions, the Party in breach shall pay to the impacted parties the sum of \$10,000 per day for each day that the breach occurred until the arbitrator determines that the project is again on construction schedule. If the breaching party is a Union, the liquidated damages will be paid to MTS. If the breaching party is a Contractor, the liquidated damages will be apportioned among the affected employees and the benefit funds as determined by the Arbitrator. The payment of liquidated damages, when made, shall constitute a damages remedy for the delay specified, but shall not prevent the impacted party or parties from seeking an injunction or equitable relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the affected party or parties pursuant to section 1671 of the California Civil Code.

**Section 7.9** Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Schedule A, or fails to make timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Project Work.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) working days written notice of such failure to pay by certified mail, and by email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with MTS.

## ARTICLE 8

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 8.1** No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interference with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

**Section 8.2** All jurisdictional disputes on this project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions parties to this PLA.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the

Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 8.2.1** If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Thomas Angelo, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

**Section 8.3** Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

**Section 8.4** Pre-job Conference. It is required that a pre-job conference be held not later than fourteen (14) calendar days prior to the start of work by each Contractor for the Project in accordance with the procedure described in Article 15.

## ARTICLE 9

### MANAGEMENT RIGHTS

**Section 9.1** Contractor and MTS Rights. The Contractors and MTS have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and

- (e) Utilize, in accordance with MTS approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and
- (f) Assign and schedule work at their discretion; and
- (g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner; and
- (h) Establish start/stop times consistent with the direction of the MTS and Prime Contractor, which may include staggered shifts as required to perform work in an active public right-of-way and to safely execute the work by minimizing crew overlap and congestion. Staggered start times shall not trigger any premium pay obligations.

**Section 9.2** Specific MTS Rights. In addition to the following and other rights of the MTS and Prime Contractor enumerated in this PLA, the MTS expressly reserves its management rights and all the rights conferred on it by law and contract. The MTS's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
- (b) At its sole option, terminate, delay, and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the MTS and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the MTS will use best efforts to provide the Project Labor Coordinator, and the affected Contractor[s] and Union[s] with reasonable notice of any changes it requires pursuant to this section); and
- (c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(d) Investigate and process complaints or disagreements, through its Project Labor Coordinator.

**Section 9.3** Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, preassembled or modular materials, products, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 9.4** Special Equipment, Warranties, and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed by and/or under the supervision and direction of the manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, modular products or materials, whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

## ARTICLE 10

### SETTLEMENT OF GRIEVANCES AND DISPUTES

#### Section 10.1 Cooperation and Harmony on Site.

- (a) This PLA is intended to establish and foster continued close cooperation between management and labor.
- (b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve all disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.
- (c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to ensure the time limits and deadlines are met.

#### Section 10.2 Processing Grievances. Any disputes arising out of and during the term of this PLA involving its interpretation and application, and all disputes involving the interpretation or application of the applicable Schedule A's, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA or the applicable Schedule A, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving Party may, within ten (10) working days thereafter, pursue Step 2 of this

grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the Parties directly involved.

(b) Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the Project Labor Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Project Labor Coordinator (with copy[ies] to the other Party[ies]) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Robert M. Hirsch; (2) Kenneth Perea; (3) Sara Adler; (4) John Kagel; (5) Michael Prihar; (6) Michael Rappaport; and (7) Fred Horowitz. The decision of the arbitrator shall be final and binding on all Parties, and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or subtract from any of the provisions of this PLA or the applicable Schedule A.

**Section 10.3** Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if they were, in fact, engaged in that violation.

**Section 10.4** Notice. The Project Labor Coordinator shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

## ARTICLE 11

### COMPLIANCE

**Section 11.1** Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the MTS, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

**Section 11.2** Monitoring Compliance. The Parties agree that MTS, the Prime Contractor, the Project Labor Coordinator and the Council shall be entitled to monitor compliance by all Contractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the MTS and/or the Prime Contractor) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator, the Prime Contractor, and/or the MTS procedures to encourage compliance with these laws and regulations.

**Section 11.3** Prevailing Wage Compliance. The Council or Union may refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who may process, investigate, and resolve such complaints. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.



**Section 11.4** Violations of Law. Based upon a finding by MTS of a violation by a Contractor of a federal or state law, and upon notice to the Contractor that it is in such violation, MTS, in the absence of the Contractor remedying such violation, may take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, removing the offending Contractor from Project Work.

## ARTICLE 12

### **SAFETY AND PROTECTION OF PERSON AND PROPERTY**

**Section 12.1** Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by MTS or the Prime Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and MTS.

(b) All Parties and Contractor employees shall be bound by the safety, security, and visitor rules established by the Prime Contractor, Contractor and MTS. These rules will be published and posted. An employee's failure to satisfy their obligations under this Section will subject them to discipline, up to and including discharge.

**Section 12.2** Drug and Alcohol Testing Policy. The Parties agree to adopt the Drug and Alcohol Testing Policy attached hereto as Attachment B, which is the exclusive Drug and Alcohol Testing Policy for the Project.

**Section 12.3** Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

## ARTICLE 13

### **TRAVEL**

**Section 13.1** Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to

the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the Schedule A(s) existing on the Effective Date of this PLA and upon presentation of proof of any expense incurred.

## ARTICLE 14

### LEGAL ACTION

**Section 14.1** Legal Action. Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with counsel for MTS, at the Council's own expense, regarding how the Council can best support the legal position of MTS.

## ARTICLE 15

### PRE-JOB CONFERENCE

**Section 15.1** Each Contractor is required to conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, project work rules, and propose preliminary Union work assignments. The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this Agreement is the responsibility of the Prime Contractor. All preliminary Union work assignments shall be disclosed by each Contractor at a pre-job conference. Should there be work within the scope of a Construction Contract for a Covered Project that was not previously assigned at a pre-job conference, or should additional work be added to the scope of the Covered

Project, the Contractor(s) performing such work will conduct a separate pre-job conference. Any Union in disagreement with a proposed assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within seven (7) calendar days after the pre-job conference occurred. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Employer's proposed assignments, but prior to the commencement of any work, the Employer shall make final assignments in writing with copies sent to the Project Labor Coordinator and Council.

## ARTICLE 16

### SAVINGS AND SEPARABILITY

**Section 16.1** Savings Clause. It is not the intention of MTS, the Project Labor Coordinator, Contractor, or the Union Parties to violate any laws governing the subject matter of this PLA. The Parties hereto agree that in the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this PLA. Further, the Parties agree that if and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the Parties agree that all Project Work that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA so that there is no delay or interference with the ongoing planning, bidding, and construction of any Project Work.

**Section 16.2** Effect of Injunctions or Other Court Orders. The Parties recognize the right of MTS to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the Project.

**ARTICLE 17**  
**LABOR/MANAGEMENT AND COOPERATION**

**Section 17.1** Joint Committee. The Parties to this PLA may agree, if necessary, to form a joint committee consisting of two (2) representatives selected by the Council and two (2) representatives selected by the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of MTS may participate upon its request, and all Parties will be invited to attend.

**Section 17.2** Functions of Joint Committee. The Committee may meet as needed to discuss the administration of the PLA, the progress of the project, general labor management problems that may arise, and any other matters consistent with this PLA. Substantive grievances or disputes arising under Articles 7, 8, or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for scheduling of the meetings and the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and MTS. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. MTS shall be notified of the meetings and invited to send a representative(s) to participate.

**Section 17.3** Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers' compensation program initiated under this PLA.

**ARTICLE 18**

**WAIVER**

**Section 18.1** Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the

terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties from any of their rights, duties, or obligations hereunder.

## ARTICLE 19

### AMENDMENTS

**Section 19.1** Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by MTS and the Council.

## ARTICLE 20

### DURATION OF THE PLA

**Section 20.1** Duration. This Agreement shall be effective on the date when it has been executed by both the Council and MTS, and shall apply to Covered Projects put out to bid by MTS after that date. The Agreement shall continue in full force and effect for a period of five (5) years. At the end of the initial five (5) year term (and any subsequent five-year terms), this Agreement shall automatically renew for an additional term of five (5) years, unless either MTS or the Council provides written notice to the other at least sixty (60) days before the expiration date of its intention to renegotiate or terminate the PLA. Further, any signatory Union may withdraw from the PLA by providing written notice to the Council and MTS at least sixty (60) days before the expiration date. For any Covered Project where the construction has commenced before the expiration of this Agreement, the terms of this Agreement will continue to apply until the conclusion of that Covered Project.

**Section 20.2** Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to MTS by the Contractor and the MTS has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by MTS or third parties with approval of the MTS, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by MTS to engage in repairs, modifications or warranty work required by its Contract(s) with the MTS or the Prime Contractor.

(b) Notice of each final acceptance received by MTS will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of MTS and Notice of Acceptance is given by MTS or its representative to the Contractor.

**Section 20.3** Continuation of Schedule A’s. Schedule A's incorporated as part of this PLA shall continue in full force and effect, as previously stated, until the Contractor and Union Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor under the PLA than those uniformly required of Contractors for construction work normally covered by those agreements in San Diego County; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement that is the basis for a Schedule A shall be resolved under the procedures established in Article 10.

**Section 20.4** Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the MTS saying that no work remains within the scope of the PLA on that Project.

## ARTICLE 21

### **HELMETS TO HARDHATS**

**Section 21.1** Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship

Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

**Section 21.2** Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

## **ARTICLE 22**

### **APPRENTICES**

**Section 22.1** Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry. To this end, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist Local Residents to commence and progress in Apprenticeship Programs and/or apprenticeship readiness programs in the construction industry leading to participation in such Joint-Labor Management Apprenticeship Programs. The Project Labor Coordinator, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a California Apprenticeship Council-approved Joint Labor-Management Apprenticeship Program, except as provided in Section 4.6 and 4.7.

**Section 22.2** Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code and the standards of each Joint Labor-Management Apprenticeship Program. The minimum ratios for Apprentice to journey person hours worked shall comply, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The Prime Contractor, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journey persons.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices. The Contractor shall first request the referral of Apprentices using the process set forth in Article 4, except that no Core Employee privileges shall apply to Apprentices. If any Union's registration and referral system does not fulfill the requirements for Apprentices from a joint labor-management apprenticeship program requested by an MTS Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may request Apprentices from any state registered apprenticeship program for the apprenticeable trade. The Union may not require a MTS Contractor to replace an Apprentice requested from other state-registered apprenticeship programs with an Apprentice referral from a joint labor-management apprenticeship program after the forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) time period has expired. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journey person or other Contractor employee working on the Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which they are participating.

## ARTICLE 23

### OPT-INS BY PRIVATE ENTITIES

**Section 23.1** PLA Opt-In by Private Entities on Joint Development Projects. Per MTS Board Policy No. 18 "Joint Development Program", a joint development agreement between MTS and a private entity requires that the private entity ensure that the joint development project comply with Public Utilities Code section 120221.5. Per Public Utilities Code section 120221.5, a construction contract over \$1,000,000 must either be performed by a skilled and trained workforce (See Public Contract Code 2600 et seq.) or be performed under a PLA. A private entity may choose to utilize a PLA to comply with the requirements of MTS Board Policy No. 18 "Joint Development Program". A private entity has the option to require its Prime Contractor to opt-in to the terms and conditions of this PLA, as well as responsibility of the PLA administration (e.g. designating a Project Labor Coordinator), on a per project basis, by having its Prime Contractor and the Council execute Attachment D – Agreement by Private Entity To Be Bound. For



any Prime Contractor executing such an Attachment D, the term “MTS” will be deemed to have been replaced with the private entity’s name accordingly throughout this PLA, and the term “Covered Project” will mean the Joint Development Project in question subject to MTS Board Policy No. 18.

In witness whereof, the Parties have caused this Project Labor Agreement for Covered Projects to be executed as of the date and year above stated.

Dated: \_\_\_\_\_

SAN DIEGO BUILDING AND CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_  
Carol Kim, Business Manager

Dated: \_\_\_\_\_

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

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

SIGNATORY UNIONS (See Attached)

SIGNATORY UNIONS

By: _____ Allied Workers Local 5	By: _____ Boilermakers Local 92
By: _____ Bricklayer & Allied Crafts Local 4	By: _____ Cement Masons Local 500 / Area 744
By: _____ Electrical Workers Local 569	By: _____ Elevator Constructors Local 18
By: _____ Painters & Allied Trades Local 1399	By: _____ Iron Workers Local 229
By: _____ Laborers Local 89	By: _____ Plasterers Local 200
By: _____ Plaster Tenders Local 1414	By: _____ Operating Engineers Local 12
By: _____ Plumbers & Pipefitters Local 230	By: _____ Road Sprinkler Fitters Local 669
By: _____ Roofers & Waterproofers Local 45	By: _____ Sheet Metal Workers' Local 206
By: _____ Laborers Local 1184	By: _____ Teamsters Local 166
By: _____ Laborers Local 345	By: _____ Tradeshow & Sign Crafts Local 831
By: _____ UA Local 345	By: _____ Laborers Local 300

By: \_\_\_\_\_

Southwest Regional Council of Carpenters

By: \_\_\_\_\_

Carpenters Local 619 (formerly local 547)

By: \_\_\_\_\_

Cement Masons Local 500/Area 744

**ATTACHMENT A – LETTER OF ASSENT**

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR’S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: \_\_\_\_\_

**Re: San Diego Metropolitan Transit System – Project Labor Agreement for Covered Project**

Dear Sir or Madam:

This is to confirm [\_\_\_\_\_ (Name of Company)] agrees to be party to and bound by the San Diego Metropolitan Transit System Project Labor Agreement (“MTS PLA”), because this Project is covered by MTS Board Policy No. 66.

The MTS PLA became effective \_\_\_\_\_, 2023. Such obligation to be a Party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. \_\_\_\_\_ and \_\_\_\_\_ (Name of Covered Project)], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(insert Company official)

[Copies of this Letter must be submitted to the Project Labor Coordinator consistent with Article 3, Section 3.3(b)]

**ATTACHMENT B – DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment B – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PLA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
  - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle

- urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
  - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
  - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
  - e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of their specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
  - f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee their employment on the project.
  - g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
    - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to them or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
    - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy

to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

- 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing their job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
  - a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
  - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
  - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
  - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
  - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, they may be reinstated.
11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.



## SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoylcegonine)	150 ng/ml <sup>3</sup>	Benzoylcegonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone <sup>6</sup>	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

**Alternate technology:** Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

<sup>3</sup> **Alternate technology (THCA and benzoylcegonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylcegonine).

<sup>4</sup> Methylenedioxyamphetamine (MDMA)

<sup>5</sup> Methylenedioxyamphetamine (MDA)

<sup>6</sup> Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING**  
**“QUICK” DRUG SCREENING TESTS PURSUANT TO**  
**ATTACHMENT B – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the “quick” screen test.

**ATTACHMENT C – WORKFORCE DISPATCH REQUEST FORM**



## Workforce Dispatch Request Form

CONTRACTOR USE ONLY		Contractor Information						
Requesting Contractor								
Phone:			Fax:			Email:		
Job Site Information								
Project Name:								
Address:								
Job Superintendent:								
Work Request Start Date & Time:				Estimated Work Duration:				
Contractor Requirements								
Employee Classification					Requested Skills, Experience, Certifications and/or Equipment to Be Utilized			
Indicate Level	Craft/Classification	Quantity						
Journeyman <input type="checkbox"/>								
Apprentice <input type="checkbox"/>								
UNION USE ONLY		Dispatch Information						
Name of Applicant(s) Dispatched:								
Date of Dispatch:								
UNION DISPATCHER: PLEASE CIRCLE THE ZIP CODE OF THE DISPATCHED WORKER(S)								
<b>MTS SERVICE AREA ZIP CODES</b>	91901	91902	91905	91906	91910	91911	91913	91914
	91915	91916	91917	91931	91932	91934	91935	91941
	91942	91945	91948	91950	91962	91963	91977	91978
	91980	92004	92014	92019	92020	92021	92025	92027
	92029	92036	92037	92040	92059	92060	92061	92064
	92065	92066	92067	92070	92071	92075	92082	92086
	92091	92092	92093	92101	92102	92103	92104	92105
	92106	92107	92108	92109	92110	92111	92113	92114
	92115	92116	92117	92118	92119	92120	92121	92122
	92123	92124	92126	92127	92128	92129	92130	92131
	92132	92134	92135	92136	92139	92140	92145	92147
	92154	92155	92161	92173	92179	92182	92259	92274
	92536	92539	92592					
	<b>MTS Service Zip Codes:</b> 40% of contractor's total craft construction							
<b>Veteran Status:</b>								
<b>Note to Dispatching Agent:</b> Please fax a copy of the form to the PLA Coordination Team at: <span style="color: red;">[insert fax number here]</span>								
<b>Note:</b>								



## Contractor Core Workforce Form

CONTRACTOR USE ONLY		Contractor Information						
Requesting Contractor								
Phone:			Fax:			Email:		
Job Site Information								
Project Name:								
Address:								
Job Superintendent:								
Work Request Start Date & Time:					Estimated Work Duration:			
Union Registration								
Employee Classification				Contractors Workforce Information Name and Zip Code of Applicant				
Indicate Level	Craft/Classification							
Journeyman <input type="checkbox"/>								
UNION USE ONLY		Dispatch Information						
Applicant's Information Reviewed By:								
Date of Union Registration (Referral):								
UNION DISPATCHER: PLEASE CIRCLE THE ZIP CODE OF THE DISPATCHED WORKER(S)								
<b>MTS SERVICE AREA ZIP CODES</b>	91901	91902	91905	91906	91910	91911	91913	91914
	91915	91916	91917	91931	91932	91934	91935	91941
	91942	91945	91948	91950	91962	91963	91977	91978
	91980	92004	92014	92019	92020	92021	92025	92027
	92029	92036	92037	92040	92059	92060	92061	92064
	92065	92066	92067	92070	92071	92075	92082	92086
	92091	92092	92093	92101	92102	92103	92104	92105
	92106	92107	92108	92109	92110	92111	92113	92114
	92115	92116	92117	92118	92119	92120	92121	92122
	92123	92124	92126	92127	92128	92129	92130	92131
	92132	92134	92135	92136	92139	92140	92145	92147
	92154	92155	92161	92173	92179	92182	92259	92274
	92536	92539	92592					
	<b>Disadvantaged Business Enterprises (DBE):</b> The first 3 core workers from a DBE contractor need not reside within San Diego County. Fourth and Sixth worker from appropriate union hiring hall, Fifth and Seventh worker may be core employees ( <b>5 core employees max.</b> )							
<b>Non-DBE Contractors:</b> First, Third, and Fifth worker may be core employees ( <b>3 core employees max.</b> ) Second, Fourth, Sixth and all workers in excess of Six to be requested from the appropriate union hiring hall.								
<b>Veteran Status:</b>								
<b>Core Worker Selection:</b>								
<b>SD County Zip Codes:</b>								
<b>Note to Dispatching Agent:</b> Please fax a copy of the form to the PLA Coordination Team at: <span style="color: red;">[insert fax number here]</span>								

**ATTACHMENT D – AGREEMENT BY PRIVATE ENTITY TO BE BOUND**

To be signed by any private entity choosing to opt-in to the terms of this PLA.

[PRIVATE ENTITY’S LETTERHEAD]

DATE

San Diego County Building & Construction Trades Council  
3737 Camino Del Rio South, Suite 202  
San Diego, CA

Attention: Business Manager

**Re: San Diego Metropolitan Transit System Policy 18 – Project Labor Agreement for  
Joint Development Project**

Dear Sir or Madam:

This is to confirm [ \_\_\_\_\_ (Name of Company)] agrees to be bound by the terms of the San Diego Metropolitan Transit System Project Labor Agreement (“MTS PLA”) for \_\_\_\_\_ (Name of Covered Project), as that PLA may be amended from time to time according to its terms, because this Project is covered by MTS Board Policy No. 18. By signing this Agreement by Private Entity to Be Bound, the undersigned understands, pursuant to Article 23 of the MTS PLA, that the MTS PLA shall apply to the Joint Development Project named above, with “MTS” being replaced by \_\_\_\_\_ (Name of Company) and by the term “Covered Project” meaning the Joint Development Project named above. The undersigned further understands that it is assuming all responsibilities for administering this PLA on the Joint Development Project, including the designation of a Project Labor Coordinator.

Sincerely,

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(insert Company official)

APPROVED by San Diego County Building & Construction Trades Council

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



STANDARD AGREEMENT

FOR

MTS DOC. NO. G2540.0-22

PROJECT LABOR AGREEMENT (PLA) MONITORING SUPPORT SERVICES

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

Name: TSG Enterprises, Inc. dba The Solis Group (TSG) Address: 3452 E. Foothill Blvd, Suite 200 Pasadena CA 91107 City State Zip Form of Business: Corporation (Corporation, Partnership, Sole Proprietor, etc.) Telephone: 626-685-6989 Email: elizabeths@thesolisgroup.com Authorized person to sign contracts Elvira Elizabeth Diez Solis CEO 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 three (3) base years and two (2) 1-year option years, exercisable at MTS's sole discretion, for a total of 5 years. Base period shall be effective January 1, 2024 through December 31, 2026 and option years shall be effective January 1, 2027 through December 31, 2028, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$927,702.73 for the base years and \$665,781.29 for the option years, for a contract total not to exceed \$1,593,484.02 without the express written consent of MTS.

Table with 2 columns: SAN DIEGO METROPOLITAN TRANSIT SYSTEM and TSG ENTERPRISES, INC DBA: THE SOLIS GROUP. Rows for signatures of Sharon Cooney and Karen Landers.



Year	Period (Approximate)	MTS Annual Increase %	MTS Total Cost
Base Year 1	Jan 1, 2024 - Dec 31, 2024		\$ 300,140.00
Base Year 2	Jan 1, 2025 - Dec 31, 2025	3%	\$ 309,144.20
Base Year 3	Jan 1, 2026 - Dec 31, 2026	3%	\$ 318,418.53
Option Year 1	Jan 1, 2027 - Dec 31, 2027	3%	\$ 327,971.08
Option Year 2	Jan 1, 2028 - Dec 31, 2028	3%	\$ 337,810.21
Total Contract Cost (January 1, 2024 - December 31, 2028)			\$ 1,593,484.02

\*MTS annual hourly rates increase will be capped at 3%. Given this information, please provide an annual total cost for Base Years 1-3 and Option Years 1-2 based on rates on Sheet 1





**Metropolitan  
Transit  
System**

## Agenda Item No. 28

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

2024 Legislative Program

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the 2024 Legislative Program (Attachment A).

Budget Impact

None.

Executive Committee Recommendation

At its December 7, 2023 meeting, the Executive Committee voted 6 to 0 (Board Members: Whitburn, Bush, Elo-Rivera, Goble, Hall, Moreno) in favor, with Board Member Montgomery Steppe, to recommend that the Board of Directors approve the 2024 Legislative Program with the inclusion of an amendment to item 20 in the Program to state: "Seek subsidies for the operation of public restrooms at transit stations and support cost-recovery measures for public restroom access."

**DISCUSSION:**

The proposed 2024 Legislative Program is attached for review. The purpose of this program is to help guide and define the MTS legislative advocacy efforts in calendar year 2024. Staff will return to the Board for approval of any amendments that are required to address unforeseen future events or policy initiatives.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. 2024 Legislative Program

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

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





# 2024 Legislative Program



## **System Summary**

### Creation

The Metropolitan Transit Development Board (MTDB) was created in 1975 by the passage of California Senate Bill 101 and came into existence on January 1, 1976. In 1984, the Governor signed Senate Bill 1736, which expanded the MTDB governing board from eight to 15 members. In 2002, Senate Bill 1703 merged MTDB's long-range planning, financial programming, project development and construction functions into the regional metropolitan planning organization, the San Diego Association of Governments (SANDAG). In 2005, MTDB changed its name to the San Diego Metropolitan Transit System (MTS).

### Board of Directors

15-member Board generally meets once per month. Members are appointed as follows:

- One member of the County of San Diego Board of Supervisors appointed by the Board of Supervisors.
- Four members of the City Council of the City of San Diego, one of whom shall be the Mayor, appointed by the City Council.
- One member of each City Council appointed individually by the City Councils of the Cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.
- Two members of the City Council of the City of Chula Vista, one of whom shall be the Mayor, appointed by the City Council.
- The Chairperson of the Board shall be selected from the Board membership by a two-thirds vote of the Board, a quorum being present. The Chairperson shall serve for a term of two years, except that he or she is subject to removal at any time by a two-thirds vote of the Board, a quorum being present.

### Subsidiary Corporations

MTS owns assets of: San Diego Trolley, Inc. (SDTI); San Diego Transit Corporation (SDTC); and the San Diego & Arizona Eastern (SD&AE) Railway Company, which owns 108 miles of track and right-of-way.

### Areas of Jurisdiction

Approximately 570 square miles of the urbanized areas of San Diego County as well as the rural parts of East County, 3,240 total square miles, serving approximately 3 million people in San Diego County.

### Provision of Services

MTS provides bus and rail services directly or by contract with private operators. MTS coordinates all its services and determines the routing, stops, frequencies and hours of operation.

#### **Light Rail**

Light rail service is operated by SDTI on four lines (the UC San Diego Blue, Orange, Green and Silver Lines) with a total of 62 stations and 65 miles of rail.

#### **Bus**

Almost 100 fixed bus routes and Americans with Disabilities Act (ADA) paratransit service (MTS Access). Fixed route bus services include local, urban, express, premium express and rural routes.

#### **Freight**

MTS contracts with the San Diego & Imperial Valley (SD&IV) Railroad to provide freight service to San Diego shippers over SD&AE right-of-way. SD&IV shares certain tracks with SDTI, operating during non-service Trolley hours.

Operating Budget

Approximately \$407 million annual operating budget.

Ridership

In Fiscal Year 2023, MTS generated 68.5 million annual passenger trips. MTS is continuing to grow its ridership from the COVID-19 pandemic, focusing on its ridership recovery action plan. To handle ridership demand, the agency schedules 7,000 trips each weekday, and has 160+ trolley cars and 750+ buses in its fleet.

Planning and Scheduling

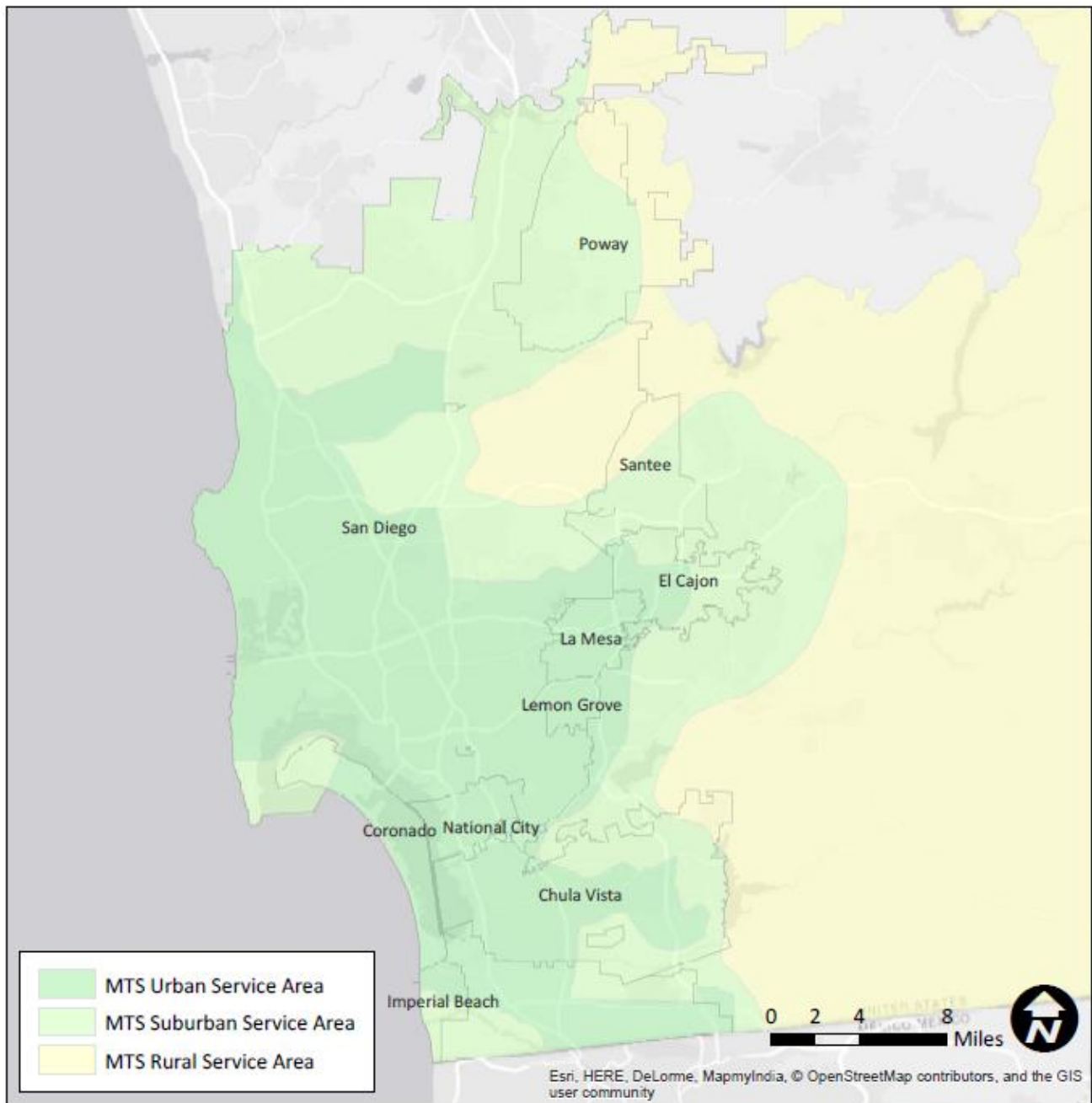
MTS is responsible for the service planning, scheduling, and performance monitoring of all MTS transit services. Service adjustments occur three times per year and as needed to improve efficiency and customer service.

Funding

MTS receives funding from various federal, state, and local sources. The primary sources are the California Transportation Development Act (TDA), California State Transit Assistance (STA), Federal Transit Administration (Sections 5307, 5311, 5337 and 5339), TransNet funds (local sales tax) and fares.

For-Hire Vehicle Administration

MTS licenses and regulates taxicabs, jitneys, and other private for-hire passenger transportation services by contract with the Cities of San Diego, Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, and Santee.



**San Diego Metropolitan Transit System**  
**Area of Jurisdiction**  
**June 2024**





## 2024 Legislative Program

Local (L) State (S) Federal (F)		Subject Area
<b>Transit Funding</b>		
S, F	1.	Support legislation that would generate new revenue for transit projects and operating costs.
F	2.	Support legislation that would generate an increase in appropriation levels for existing transit funding programs.
S, F	3.	Oppose legislation that would reduce direct funding to transit agencies.
S	4.	Collaborate with the California Transit Transformation Task Force via the California Transit Association on reviewing existing metrics for the qualification and distribution of Transportation Development Act (TDA) revenues.
S	5.	Oppose legislation that would expand the use of TDA funds to non-transit purposes not currently covered by statute.
S, F	6.	Support legislation that would eliminate the requirement or need of transit agencies to have a farebox recovery and replace with state and/or federal funding, providing a sustainable mechanism to allow for free public transit.
S, F	7.	Support legislation that incentivizes increased transit ridership.
S, F	8.	Support legislation that would help offset the impact on transit budgets caused by increases in fuel and energy costs.
S	9.	Support favorable electric rate setting to incentivize deployment of zero emission bus technology.
S, F	10.	Seek funding to offset the costs associated with implementation and deployment of zero emission bus technologies.
F	11.	Support legislation to bring funding to railroad corridors and seek funding for railroad bridge and infrastructure rehabilitation.
S, F	12.	In partnership with interested cities, seek funding dedicated to grade-separation projects.
S	13.	Support legislation to exempt transit agencies from state sales tax.
S	14.	Support favorable programmatic guidelines for Cap and Trade Program-related funding sources, and seek awards under all relevant programs. <ul style="list-style-type: none"> <li>○ Support member agency applications for all relevant programs funded by Cap and Trade auctions.</li> </ul>
S	15.	Oppose attempts to legislate local fare programs or to remove fare setting decisions from transit agencies.
L, S, F	16.	Seek subsidies for specialized fare programs supported by the MTS Board of Directors.
L, S, F	17.	Support the San Diego Association of Governments in seeking funding to continue Youth Opportunity Passes in San Diego.
S, F	18.	Seek funding or policies that would facilitate better utilization of the San Diego waterways as a viable transportation option.

S, F	19.	Seek opportunities for funding or policies to help improve system infrastructure as a means to increase the safety of transit riders.
S, F	20.	Seek subsidies for the operation of public restrooms at transit stations and support cost-recovery measures for public restroom access.
F	21.	Oppose attempts to discontinue federal funding for school paratransit services or for nonemergency medical transport.
S, F	22.	Seek funding for the following capital projects: <ul style="list-style-type: none"> <li>○ Clean Transit Advancement Campus</li> <li>○ Zero Emission Buses and Electrification Infrastructure</li> <li>○ MTS Bus Replacement Vehicles</li> <li>○ Bus Stop Improvements</li> <li>○ Light Rail Vehicle Replacements</li> <li>○ Traction Power Substation Replacements</li> <li>○ Grade Separation Projects</li> <li>○ Light Rail Vehicle Maintenance Building Expansion</li> <li>○ Blue to Green Line Double Tracking</li> </ul>
<b>Equity and Social Justice</b>		
L, S, F	23.	Support equity and social justice measures that help to better serve and deliver equitable transportation options.
<b>Homelessness</b>		
L, S, F	24.	Seek funding and resources to implement a program that helps persons experiencing homelessness throughout the MTS system.
<b>Climate Change</b>		
S, F	25.	Support state, federal, and other governmental agency efforts that help address issues of climate change.
S, F	26.	Support legislative opportunities for funding and policies that increase transit's ability to play a lead role in addressing issues of climate change.
S, F	27.	Support efforts to ensure climate change legislation recognizes that transit investment can help achieve emission reduction goals, and seek inclusion of transit funding in climate change legislation.
<b>Transit-Oriented Development</b>		
S	28.	Support legislation that provides funding incentives for mixed-use projects and transit-oriented development.
S	29.	Support legislation that aids transit operators' efforts to create high density transit-oriented development.
S	30.	Support legislation related to zoning and permitting processes that advance maximum density transit-oriented development projects.
<b>Public Safety</b>		
F	31.	Oppose attempts to create duplicative rail safety regulatory agencies.
S, F	32.	Oppose legislation or regulations that would have an adverse impact on transit agencies' ability to provide safe transportation to their customers.

S	33.	In coordination with the California Transit Association, seek legislation that promotes employee safety, including higher penalties for assaults on transit workers.
F	34.	Support federal legislation that promotes employee safety, including higher penalties for assaults on transit workers
S, F	35.	Support legislation which funds and expands the data collection, studies, and programs to reduce harassment of transit users.
S	36.	In coordination with the California Transit Association, seek legislation that allows transit agencies the ability to equip a yield right-of-way sign to the transit bus.
<b>Regulatory Matters</b>		
S, F	37.	Support legislation that would facilitate the delivery of transit capital projects.
S, F	38.	Oppose unfunded mandates that negatively impact transit operators. <ul style="list-style-type: none"> <li>○ Seek dedicated funding for all newly mandated programs.</li> </ul>
S, F	39.	Oppose legislation that adversely limits the use of eminent domain for public transportation projects.
F	40.	Support efforts to increase competition in the fuel market.
S	41.	Support legislation that ensures electricity is prioritized for transit agencies.
S, F	42.	Support standardization of charging infrastructure and on-board bus charge management systems.
S	43.	Oppose legislation that would limit MTS's use of current personal identifiable information data standards to provide better service to customers.
S	44.	Oppose efforts to eliminate or restrict transit exemption provisions in the California Environmental Quality Act (CEQA).
S	45.	Support efforts in researching mechanisms to require Medi-Cal managed care plans to partially reimburse public transit agencies for Medi-Cal eligible paratransit trips.
F	46.	Support efforts in researching mechanisms to allow for public transit agencies to seek partial reimbursement for Medicaid eligible paratransit trips.
S, F	47.	Monitor and respond to legislation in the areas of finance, employment, and safety that could affect agency governance or operations, including issues related to contractors.
F	48.	Oppose efforts to broaden paratransit service eligibility classifications of individuals that could effectively be served through fixed route services.
F	49.	Support limitations on the interpretation of the Americans with Disabilities Act with regard to service animals.
F	50.	Monitor and respond to attempts to alter Access Guidelines in a way that would financially burden transit operators without providing funding.
<b>Labor Relations</b>		
S	51.	Monitor and respond to legislation relating to personnel matters.
S	52.	Support legislation that protects the integrity of collective bargaining agreements. <ul style="list-style-type: none"> <li>○ Oppose efforts to mandate benefits or working conditions.</li> </ul>



S	53.	Monitor and respond to legislation designed to clarify provisions of the California Public Employees' Pension Reform Act of 2013.
F	54.	Seek positive closure to the Department of Labor's case regarding the California Public Employees' Pension Reform Act of 2013.
<b>Administration</b>		
L, S	55.	Support mechanisms to provide post-conviction relief to individuals with records of MTS violations.
<b>Support Legislative Programs of Other Agencies or Organizations</b>		
L	56.	Support the legislative programs of other agencies, such as the San Diego Association of Governments (SANDAG) and North County Transit District (NCTD), where consistent with the MTS legislative program.
S, F	57.	Support provisions in the legislative programs of other organizations, such as the California Transit Association (CTA) and American Public Transportation Association (APTA), where consistent with the MTS legislative program.



**Metropolitan  
Transit  
System**

## Agenda Item No. 29

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

Senate Bill (SB) 125 Allocation Package (Denis Desmond)

**RECOMMENDATION:**

That the San Diego Metropolitan Transit System (MTS) Board of Directors to approve the SB 125 Allocation Package (in substantially the same format as Attachment A).

Budget Impact

None at this time.

Executive Committee Recommendation

At its December 7, 2023 meeting, the Executive Committee voted 6 to 0 (Board Members: Whitburn, Bush, Elo-Rivera, Goble, Hall, Moreno) in favor, with Board Member Montgomery Steppe, to recommend that the Board of Directors approve the staff recommendation.

**DISCUSSION:**

SB 125 amended the Budget Act of 2023 to appropriate \$4 billion of General Fund to the Transit and Intercity Rail Capital Program (TIRCP) over the next two fiscal years. SB 125 also establishes a \$1.1 billion Zero-Emission Transit Capital Program (ZETCP) over the next four fiscal years. The California State Transportation Agency (CalSTA) is responsible for developing and administering these programs.

SB 125 requires CalSTA to develop and administer an accountability program to govern the distribution of these funds. CalSTA adopted guidelines governing the distribution of these funding sources in consultation with local agencies. Included in the guidelines, MTS is estimated to receive approximately \$284 million over the next four fiscal years. The majority of the funding, approximately \$264 million, will be provided in the first two fiscal years. The estimated revenues for MTS for the next four fiscal years are broken down by year and program as follows:

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



Staff has previously presented an overview of these new funding sources, including the goals of the programs, eligible projects, compliance requirements, tentative schedule, and proposed projects to include in the allocation package. At this meeting, Staff will present its draft SB 125 Allocation Package that will be brought to the Board of Directors at its December 14<sup>th</sup> meeting for final consideration and approval.

/S/ Sharon Cooney \_\_\_\_\_

Sharon Cooney  
Chief Executive Officer

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

Attachment: A. SB 125 Allocation Package

(note: additional attachments to draft Allocation Package can be viewed via Dropbox:

<https://www.dropbox.com/scl/fo/wc8zdevz30xyb7p90um3y/h?rlkey=3jsfsdrqxyhwkymmcl3rsqgf6&dl=0>)



# SB 125 Formula-Based Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program Allocation Package



Submitted:  
December 14, 2023



## Table of Contents

Table of Contents.....	1
A. Cover Letter .....	2
B. Allocation Package Narrative .....	3
i. Funding and service actions utilizing resources other than SB 125 funding.....	3
ii. RTPA strategy to use SB 125 funding .....	4
iii. Proposed funding distribution .....	7
C. Allocation Package Detailed Project Description .....	12
i. Existing TIRCP Capital Project .....	12
ii. New TIRCP-eligible Project .....	13
iii. Project Development Activities for a New TIRCP Project.....	14
iv. ZETCP Capital Project.....	14
v. Transit Operations Funding .....	20
D. Summary Excel table: proposed uses of TIRCP and ZETCP funds by fiscal year .....	26
E. Regionally Representative Transit Operator Data .....	26
Attachments List for MTS SB 125 Allocation Package .....	36



## A. Cover Letter



December 14, 2023

The Honorable Toks Omishakin, Secretary  
California State Transportation Agency  
400 Capitol Mall, Suite 2340  
Sacramento, CA 95814

SUBJECT: San Diego Metropolitan Transit System Allocation Package: SB 125 Formula-Based Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program

Dear Secretary Omishakin,

Please find attached the San Diego Metropolitan Transit System's (MTS) allocation package for the SB 125 Formula-Based Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program.

Under California Public Utilities Code (PUC) § 99313 and 99314, the San Diego Metropolitan Transit Development Board (MTS) is a direct recipient of funds pursuant to PUC § 99312. Therefore, MTS serves in the capacity as its own Regional Transportation Planning Agency (RTPA) for the disbursement of these funds. MTS does not oversee any other transit agencies in the region. MTS solely developed the attached allocation plan in consultation and coordination with its Board of Directors.

As Chief Executive Officer, I authorize and approve the content of this allocation package for the SB 125 Formula-Based Transit and Intercity Rail Capital Program & Zero Emission Transit Capital Program.

On behalf of MTS, thank you for this critical funding opportunity.

Sincerely,

A handwritten signature in black ink that reads "Sharon Cooney". The signature is written in a cursive, flowing style.

Sharon Cooney  
Chief Executive Officer



## B. Allocation Package Narrative

### *i. Funding and service actions utilizing resources other than SB 125 funding*

The San Diego Metropolitan Transit System (MTS) service area encompasses approximately 3 million people residing in about 570 square miles of the urbanized area of San Diego County including the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, Santee, and San Diego and the unincorporated area of the County, as well as 3,240 square miles of the rural parts of East County.

MTS is the sole transit operator in this region. For reporting purposes, there are three separate operating entities: MTS, San Diego Trolley, Inc. (SDTI) and San Diego Transit Corporation (SDTC). SDTI operates the light rail service, SDTC operates a portion of the fixed route bus service, while the remainder of fixed route bus service and the region's paratransit services are operated by subcontractors and reported under MTS. These separate entities exist solely for legal and historical reasons, and MTS actually functions as one operator with various service divisions.

The long-term goal of MTS is to fund operations solely with recurring revenues, but for the next few years that will not be the case. The global COVID-19 pandemic continues to have a dramatic effect on MTS operations. The primary impact has been on ridership and the associated fare revenue. In Fiscal Year (FY) 2023, ridership increased by 19% compared to FY 2022, and passenger fare revenue finished at \$67.5 million; however, both ridership and passenger fare revenue are still well below the pre-pandemic baselines. The approved FY 2024 budget assumed a 20% reduction in fare revenues compared to the pre-pandemic run rate, a drop from \$99.3 million to \$78.9 million. At this point, the pandemic's effects on passenger fare revenues are expected to continue into FY 2027. Sales tax receipts for the region continued to be strong in FY 2023, with State Transit Assistance (STA), Transportation Development Act (TDA) and the local TransNet sales tax funding all exceeding the original FY 2023 targets. TDA and STA funding is shared between the capital and operating budgets, while TransNet is exclusively used in the operating budget.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provided \$25 billion to the transit industry nationwide. MTS was apportioned \$220 million in CARES Act funding, which will be utilized over multiple fiscal years to supplement lost revenues and increased expenses related to the pandemic. MTS has so far drawn \$90.2 million of CARES funding to supplement lost revenues, \$17.9 million in FY 2020, \$72.1 million in FY 2021, \$0.1 million in FY 2022 and \$0.1 million in FY 2023. On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (ARP) Act, which provided \$30.5 billion to support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic. MTS was apportioned \$140 million of ARP funding, of which MTS has drawn \$47.6 million in FY 2022 and \$90.2 million in FY 2023. The FY 2024 approved budget assumes \$85.0 million of ARP/CARES funding will be drawn, leaving a cumulative balance of approximately \$47.4 million for future fiscal years.

MTS has been using this stimulus funding to offset the structural operating budget deficit caused by passenger revenue losses as well as rising costs of labor, while at the same time allowing MTS to keep service levels as high as possible. Operating revenues are projected to

increase by 11.7% in FY 2024, 7.7% in FY 2025, and 5.7% in FY 2026. These increases are primarily due to projected passenger revenue increases as ridership is expected to continue to grow. An average of 4% growth is assumed for FY 2027 and FY 2028, as passenger growth is expected to begin leveling off. Subsidy revenue is projected to average 2.6% growth from FY 2025 through FY 2028, primarily reflecting projected sales tax growth. In total, revenues are projected to increase by an average of 3.4% percent over the next four fiscal years. Expenses are projected to increase by 7.0% in FY 2024, then continue to grow by an average of 3.8% from FY 2025 through FY 2028, with higher than normal inflation projected from FY 2024 through FY 2026, and tapering off after that in FY 2027 and FY 2028.

With projected expense growth exceeding projected growth in recurring revenues, the current five-year operating forecast shows projected structural deficits in each subsequent fiscal year, beginning with a structural deficit of \$51.1 million in FY 2024 and growing to \$65.9 million in FY 2028. The stimulus funding being used to balance these structural deficits is expected to be depleted partway through FY 2027, resulting in real operating deficits of \$46.7 million in FY 2027 and \$66.0 million in FY 2028.

Another benefit from the stimulus funding is that MTS has been able to maintain normal funding levels for the Capital Improvement Program (CIP). In FY 2024, MTS has budgeted \$174.6 million for capital, with almost half of that going towards revenue vehicle replacement. Cumulative total capital needs for the five-year period from FY 2024 to FY 2028 exceed the available projected funding levels. Total project needs over the five-year term are projected to be \$1.1 billion, with significant needs to keep the system in a state of good repair as well as significant costs to comply with the Innovative Clean Transit (ICT) regulation. With only \$735.7 million of revenue expected to be available, MTS currently shows projected deficits of \$388.0 million. The ratio of total funding to total capital needs over the five-year term is projected at 65.5 percent.

## *ii. RTPA strategy to use SB 125 funding*

As MTS spends down the remaining federal stimulus funds, MTS will utilize funding from the State of California Budget Act of 2023 (State funding) via AB 102 and SB 125 to increase service levels and maintain the existing fare structure, while balancing the budget each year through FY 2028. The bus and rail service increases planned with State funding will ensure that there are no layoffs or budget-related service reductions within this time frame for either directly-operated or contracted services. In fact, MTS proposes to spend \$117 million in added service, including new and increased bus services, high frequency rail schedules, restoration of service that was cut in 2022 due to lack of drivers, and operating funding for a new, TIRCP-funded (Cycle 3) Rapid bus route ("Iris Rapid") that began operations in October 2023. The table below shows the proposed programming of this State funding over the FY 2024 - FY 2028 timeframe. This proposed plan also balances MTS's budget through FY 2028 without the need for any fare increases.



## MTS PROPOSED EXPENDITURE PLAN

Project Name	FY24	FY25	FY26	FY27	FY28	Total
Electrification of MTS Bus Divisions (IAD, SBD, KMD, ECD)		\$17,265,263	\$ 9,685,392	\$ 9,685,392	\$ 9,685,392	\$ 46,321,439
Orange Line Improvement Project		26,000,000				26,000,000
Security Enhancements	1,500,000	3,500,000	3,500,000	3,500,000	3,500,000	15,500,000
Trolley Service Enhancements		8,015,000	9,880,000	10,511,000	10,511,000	38,917,000
Bus Service Enhancements		6,000,000	16,000,000	16,000,000	16,000,000	54,000,000
Iris Rapid Operations	3,000,000	4,000,000	4,000,000	4,000,000	4,000,000	19,000,000
Otay Mesa Service Improvements		500,000	1,500,000	1,500,000	1,500,000	5,000,000
Bus Stop Improvements		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Structural Deficit Balancing				13,418,000	61,495,165	74,913,165
<b>Total</b>	<b>\$4,500,000</b>	<b>\$66,280,263</b>	<b>\$45,565,392</b>	<b>\$59,614,392</b>	<b>\$107,691,557</b>	<b>\$283,651,604</b>

MTS recognizes that increasing the speed of services benefits passengers with shorter travel times, and also potentially reduces resources needed to operate the same amount of service. Savings from such reductions can be reinvested into the system to offer even more service. MTS works closely with its jurisdiction partners and the San Diego Association of Governments (SANDAG) to identify and implement improvements that give transit vehicles priority and overall increase the speed of services.

Surveys and studies by MTS and industry-wide have shown that the single largest barrier to increasing ridership, and converting travelers from automobile to public transportation, is the transit travel time. Transit is inherently slower because one is sharing their journey with others (“mass transportation”) so the vehicle is stopping multiple times along the way. Additionally, fixed-route transit typically follows routes that are most ridership-generative (busy and slow urban corridors), rather than the fastest routes (typically freeways, where available). While travel time parity may be difficult to completely achieve, studies have also shown that the benefits of transit (lower cost, less stress, etc.) mean that many will accept some additional travel time to use transit. However, as the travel time gap is narrowed, the more successful transit can be at reducing ‘vehicle miles traveled’ and the resulting greenhouse gas emissions. For this reason, speeding up transit service is a critical component of increasing ridership and achieving the state’s climate goals. Ridership-generating transit speed improvements are gained through a combination of projects large and small.

Listed below are some of MTS’s recent and on-going efforts to increase ridership, and improve the rider experience, by reducing transit travel times:

- Bus stop consolidation: consolidating bus stops has a two-fold improvement for transit schedules. It typically reduces the times a transit vehicle has to stop along its route, and it also groups riders into fewer stops, increasing the chances that each trip will stop at

more stops. This has the benefit of making running times more consistent, reducing variability that causes bunches and hurts reliability. MTS has previously performed bus stop consolidation campaigns. MTS staff from operations and planning departments are consistently listening to riders and looking for opportunities to consolidate legacy stops into fewer, but safer locations. This is an on-going effort.

- Rapid route implementation: MTS’s Rapid services are intended to operate with a rail-like stop spacing and service frequency. Implementation can also include transit priority measures such as bus lanes, queue jumps, and Transit Signal Priority (see below). Most recently, MTS began operations of the Iris Rapid, a new route connecting disadvantaged communities in the South Bay to our light rail network, a busy international border crossing, and the coast. Half of the route is an overlay to an existing route that has more stops and follows a more circuitous path. MTS is also working with SANDAG on two new Rapid routes in the region that would convert slower existing local services to a Rapid format.

The following MTS Rapid services have been implemented in the region over the past 15 years:

- SuperLoop Rapid 201/202 (2009)
  - SuperLoop East Rapid 204 (2012)
  - Mid-City Rapid 215 (2014)
  - Interstate 15 Rapid 235 & 237 (2014)
  - South Bay Rapid 225 (2018)
  - Iris Rapid 227 (2023)
- Transit Signal Priority (TSP): TSP is a system that modifies traffic signal timing to give priority to transit vehicles over the rest of traffic. Current deployments typically do so by extending a green light for an approaching bus, shortening other signal phases when a bus is waiting at a red light, and/or by creating a seamless through movement to allow buses to move along a corridor without stopping. Another type of TSP installation is a separate bus-only signal that allows buses through while other traffic is stopped, usually as a “queue jump.” MTS, working in conjunction with SANDAG and partner municipalities, has dozens of various TSP installations throughout its network. This includes signal priorities along such corridors as El Cajon Blvd., East Palomar Street, Nobel Drive, and Mira Mesa Blvd., and multiple queue jump lights in the cities of San Diego and Chula Vista. A bus signal light on Rosecrans Street allows buses to cross an intersection into the Old Town Transit Center, while general traffic is held at a red light for railroad crossing gates.
  - El Cajon Blvd. bus lane: MTS and the City of San Diego partnered with local community groups on a quick-build bus lane along busy El Cajon Blvd., a major east-west corridor served by MTS Routes 1, 6, and Rapid 215. Recognizing the long lead time of traditional bus priority measures, a project was implemented to only use striping and signage to designate a new bus lane along the right-hand side of the street, between Park Blvd. and 43rd Street. This 2.5 mile stretch now has a bus priority lane that is especially helpful in avoiding long queues at busy intersections and in allowing the bus to re-enter traffic. As the first facility of its type in San Diego, both MTS and the City are acquiring knowledge for improvements on future bus lane installations in the City right-of-way.

- Park Blvd. bus lane: The Park Blvd. corridor through Balboa Park is served by two of MTS's heaviest ridership and most frequent routes: Route 7 and Rapid 215. During weekday peak times, MTS is moving as many as 24 buses an hour through this corridor. Recognizing that traffic in the park, especially on weekends, was having a very negative effect on MTS performance and reliability, the City of San Diego modified the corridor when the road was resurfaced and restriped. The corridor formerly consisted of two general purpose traffic lanes in each direction, and on-street parking on each side of the street. The on-street parking has been replaced with a buffered bike line, and the number two traffic lane was re-striped as "Bus Only." This project employed lessons-learned from the El Cajon Blvd. bus lane (above) to increase efficacy and safety.
- Iris Avenue Transit Center improvement: As part of the implementation of the new TIRCP-funded Iris Rapid BRT project, MTS constructed a new bus island on the west side of the Iris Avenue Transit Center (IATC). Previously, all bus bays had been on the east side of the IATC, requiring buses to and from the west to cross the Trolley tracks on Iris Avenue. With Blue Line Trolleys now operating every 7.5 minutes in both directions, this resulted in significant delays to two of MTS's most highly used bus routes: Routes 906/907 and 933/934. The new island on the west side, which opened in October 2023, allows buses from the west to stay on the west side of the tracks, eliminating the need for in-service buses to cross the light rail tracks. This improvement has had a significant positive impact for on-time performance, reliability, and rider connections between bus and trolley.

There is a unified and integrated fare system for all transit service in San Diego County. At the policy level, SANDAG, the County's MPO and RTPA, is responsible for coordinating regional transit fares and maintains the Comprehensive Fare Ordinance that governs fares for MTS and the North County Transit District (<https://www.sandag.org/-/media/SANDAG/Documents/PDF/footer/legal/comprehensive-fare-ordinance.pdf>). The region's fare payment system, PRONTO, is maintained by MTS and used countywide. PRONTO (<https://www.sdmts.com/fares/pronto>) is a cloud-based fare system that allows users to use a traditional calendar pass or used stored value, with the fare deducted for each ride. PRONTO also includes "fare capping," in which riders can use stored value and still receive the best value pass. In 2024, PRONTO will roll out "tap to pay" so that passengers will be able to tap a phone or a chip-enabled credit card to directly charge the card. This innovation, which will be integrated by PRONTO into both MTS and NCTD systems, will be transformative in making transit easier to use by occasional riders and visitors, who will no longer need to have exact cash, download an app, or purchase a physical fare card.

### *iii. Proposed funding distribution*

#### *Project justification for each project*

MTS will utilize over \$283 million in this State funding for both capital projects and operational expenses. Approximately \$72 million will go towards capital projects being funded through the TIRCP and ZETCP, and approximately \$211 million will support various operational expenses. The proposed funding justifications are listed below:

- Electrification of MTS Bus Division (IAD, SBD, KMD, ECD) (*capital project; ZETCP funding*):
  - Under CARB's Innovative Clean Transit Rule (ICT), transit agencies are required to transition to a fully zero emission bus fleet by 2040. In order to complete the transition, MTS must upgrade its bus divisions to accommodate the necessary charging infrastructure to charge and operate zero emission buses. The electrification of the Imperial Avenue Division, South Bay Division, Kearny Mesa Division, and East County Division all support MTS's overall Zero Emission Transition Plan, and MTS's commitment to alternative, cleaner energy sources, by converting its CNG fleet to zero emissions by 2040.
- Orange Line Improvement Project (*capital project; TIRCP funding*):
  - The Orange Line Improvement Project is an existing TIRCP-funded capital project (2022 Cycle 5 TIRCP). The Project goal is to increase train speeds, improve service reliability and operating flexibility, maintain grade crossing safety, enhance customer experience and increase the state of good repair. The additional scope items included in this request will allow the Orange Line operations to perform at the same level, and give Orange Line customers the same level of service, as the MTS Blue Line and Green Line Trolleys.
- Security Enhancements (*operations; TIRCP funding*):
  - In 2022, the MTS Customer Satisfaction Survey indicated an overwhelming response noting concerns of safety and requests for more security to improve the transit experience. Subsequent to that, focus groups were conducted to better understand and define what "more security" means to passengers and to obtain a better understanding of perceptions of personal safety while using transit. The results and feedback of the focus groups included requests such as more visible security, more consistent application of MTS policies (such as fare evasion, inappropriate behavior, and loitering), improved awareness of Ride-Assured Program, and improvement of cleanliness and lighting. After receiving this report, the MTS Board of Directors discussed various concerns related to security and safety throughout the system. The Board of Directors ultimately approved the expansion of the Transit Security and Passenger Safety Department to include 34 new Code Compliance Inspectors (CCIs), six (6) Code Compliance Supervisors, one (1) Assistant Field Operations Manager, one (1) Administrative Support Professional and create five (5) Code Compliance Dispatcher positions. The addition of the positions will help to address safety and security concerns throughout the MTS system.
- Trolley Service Enhancements (*operations; TIRCP funding*) &
- Bus Service Enhancements (*operations; TIRCP funding*):
  - Surveys and studies by MTS and industry-wide have shown that the single largest barrier to increasing ridership, and converting travelers from automobile to public transportation, is the transit travel time. Transit is inherently slower because one is sharing their journey with others ("mass transportation") so the vehicle is stopping multiple times along the way. Additionally, fixed-route transit typically follows routes that are most ridership-generative (busy and slow urban corridors), rather than the fastest routes (typically freeways, where available). While travel time parity may be difficult to completely achieve, studies have also shown that the benefits of transit (lower cost, less stress, etc.) mean that many

will accept some additional travel time to use transit. However, as the travel time gap is narrowed, the more successful transit can be at reducing 'vehicle miles traveled' and the resulting greenhouse gas emissions. For this reason, speeding up transit service is a critical component of increasing ridership and achieving the state's climate goals.

- Iris Rapid Operations (*operations; TIRCP funding*):
  - MTS's Rapid services are intended to operate with a rail-like stop spacing and service frequency. Implementation of Rapid services also includes transit priority measures such as bus lanes, queue jumps, and Transit Signal Priority. In October 2023, MTS implemented a new TIRCP-funded (Cycle 3) Rapid Bus Route 227 ("Iris Rapid") that connects the communities of Otay Mesa and Imperial Beach with the Blue Line Trolley. The route connects disadvantaged communities in the South Bay to our light rail network, a busy international border crossing, and the coast. Half of the route is an overlay to an existing route that has more stops and follows a more circuitous path. Operational costs will be covered through this State funding and help MTS's recent and on-going efforts to increase ridership, and improve the rider experience, by reducing transit travel times.
- Otay Mesa Service Improvements (*operations; TIRCP funding*):
  - Otay Mesa is a community in the southern section of the City of San Diego, just north of the U.S. - Mexico border. The growth of the Otay Mesa community has outpaced the region in the last 20 years, without transit funding to keep up. There are upcoming infrastructure changes in the area including the Otay Mesa East Port of Entry, road extensions, and upgrades near the Cross Border Express (CBX), which connects travelers to and from the Tijuana Airport. Additionally, there are several areas and trip generations that lack adequate transit service, including Amazon, CBX, and the Ocean View Hills neighboring community. This State funding would help fund a study to develop recommendations to better serve the area between I-805 and the Otay Mesa East Port of Entry. This funding would also be used to implement any new services recommended in the study.
- Bus Stop Improvements (*operations; TIRCP funding*):
  - MTS is seeking to add funds for site improvements and rehabilitation of bus stops for ADA compliance and placement of future amenities. There are MTS bus stops located on land that does not belong to the agency, some of which pre-date the Americans with Disabilities Act (ADA) and need to be rehabilitated to meet full compliance. The selection of these stops is prioritized by environmental justice communities, by ridership, and by requests from disabled riders regarding specific locations. These operational funds will help to ensure ADA compliant boarding areas as well as future bus stop amenities to improve the rider experience on the MTS system.
- Structural Deficit Balancing (*operations; TIRCP funding*):
  - Similar to many transit agencies in the State and throughout the Country, MTS is facing a structural operating budget deficit. MTS's deficit has been caused by passenger revenue losses as well as rising costs of labor. MTS has utilized federal stimulus funds to help balance the deficit, while at the same time allowing MTS to keep service levels as high as possible. With projected expense growth

exceeding projected growth in recurring revenues, the MTS operating budget forecast shows projected structural deficits in each subsequent fiscal year, beginning with a structural deficit of \$51.1 million in FY 2024 and growing to \$65.9 million in FY 2028. The federal stimulus funding being used to balance these structural deficits is expected to be depleted partway through FY 2027, resulting in real operating deficits of \$46.7 million in FY 2027 and \$66.0 million in FY 2028. The use of these State funds will help balance the structural deficit through the end of FY 2028, providing additional time to obtain long-term sustainability of the system.

*For operational expenses, address the following items:*

*1. Address operational costs until long-term transit sustainability solutions are identified.*

The current MTS strategy without this additional State funding will allow it to balance the structural operating budget deficit through FY 2027, without the need to cut the current service levels or shift funding from the capital program. Long-term transit sustainability is dependent on more riders returning to the system, and the operating projects mentioned above are all focused on the customer experience. The ability to add service frequencies and spans, to improve transit stations, as well as enhancing the safety and security of the MTS passengers will all help to increase ridership over the next four years. MTS is also setting aside TIRCP operational funding in the allocation request in order to prevent service cuts and preserve existing fare levels through FY 2028, allowing MTS more time to increase ridership in order to become sustainable.

*2. Assist transit operators in preventing service cuts and increasing ridership.*

Please see response in item 1 above.

*3. Prioritize the availability of transit for riders who are transit dependent.*

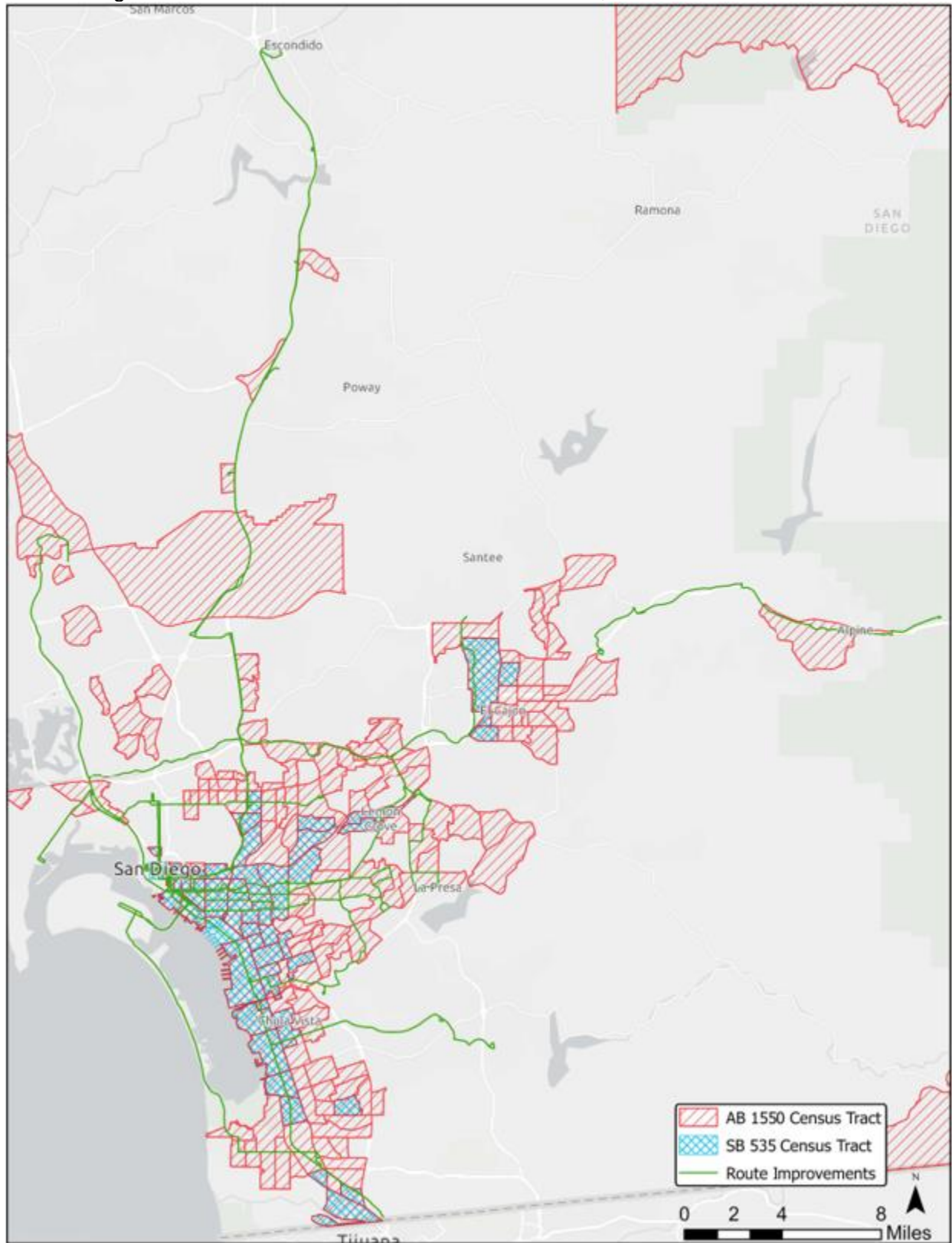
Overall, over 70% of MTS transit riders are low-income and transit dependent, and do not have access to a private automobile. Programs that enhance transit service and availability for our riders tend to be inherently helpful to those in our region who depend on transit. However, to ensure that the operations dollars proposed from this State funding prioritize helping the most transit-dependent segment of our region’s population, MTS conducted three analyses of the proposed package of new operational improvements, using metrics for: California Senate Bill 535 (through CalEnviroscreen), California Assembly Bill 1550 (through CalEnviroscreen), and the Federal Transit Administration’s Title VI methodology required for major service changes. The full results of that analysis are included with this submittal application as Attachment 1. In summary, comparing the overall MTS service area population with the population of census block groups served by routes to be improved with this State funding, each criterion shows that those benefiting are more disadvantaged, low-income, and minority than the overall MTS area population:

Criteria/ Methodology	Metric	MTS Overall Service Area Population	MTS 2023 SB 125 Application Population*
SB 535 (CalEnviroscreen)	Disadvantaged	11%	19%
AB 1550 (CalEnviroscreen)	Low-Income	40%	53%
Title VI	Minority	58%	65%
Title VI	Low-Income	25%	29%

\* Population Benefitting from MTS 2023 SB 125 Application for Operational Funding



A map of the routes proposed for improvements, overlaid on the CalEnviroscreen SB 535 disadvantaged communities and AB 1550 low-income tracts, is below.



**4. Prioritize transit agencies representing a significant percentage of the region’s ridership.**

MTS is the only\* transit operator in the region of its jurisdiction. (\*The North County Transit District operates a small amount of bus and commuter rail into the MTS jurisdiction for the purposes of connections and to serve North County commuters.) Over the last 20 years, great strides have been made to consolidate various local operators into MTS, including the County Transit System, Chula Vista Transit, and National City Transit. These were formerly departments within the County of San Diego, City of Chula Vista, and City of National City, respectively. Further, SDTC and SDTI were previously subsidiaries of MTS, but operated as separate entities with their own respective Board of Directors. Since 2000, all of these operations have been brought under the direct control of the MTS Board of Directors, with a single, unified administrative and planning function to ensure efficiency and the most equitable and effective use of resources. The table below shows the proposed programming of State funding over the FY 2024 - FY 2028 timeframe.

**MTS PROPOSED EXPENDITURE PLAN**

Project Name	FY24	FY25	FY26	FY27	FY28	Total
Electrification of MTS Bus Divisions (IAD, SBD, KMD, ECD)		\$17,265,263	\$ 9,685,392	\$ 9,685,392	\$ 9,685,392	\$ 46,321,439
Orange Line Improvement Project		26,000,000				26,000,000
Security Enhancements	1,500,000	3,500,000	3,500,000	3,500,000	3,500,000	15,500,000
Trolley Service Enhancements		8,015,000	9,880,000	10,511,000	10,511,000	38,917,000
Bus Service Enhancements		6,000,000	16,000,000	16,000,000	16,000,000	54,000,000
Iris Rapid Operations	3,000,000	4,000,000	4,000,000	4,000,000	4,000,000	19,000,000
Otay Mesa Service Improvements		500,000	1,500,000	1,500,000	1,500,000	5,000,000
Bus Stop Improvements		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Structural Deficit Balancing				13,418,000	61,495,165	74,913,165
<b>Total</b>	<b>\$4,500,000</b>	<b>\$66,280,263</b>	<b>\$45,565,392</b>	<b>\$59,614,392</b>	<b>\$107,691,557</b>	<b>\$283,651,604</b>

**C. Allocation Package Detailed Project Description**

*i. Existing TIRCP Capital Project*

MTS is requesting an allocation of \$26 million to increase the budget for an existing 2022 Cycle 5 TIRCP project: Zero Emission Transit Enhancements. The additional funds will be allocated to the Orange Line Improvement Project to cover costs for additional scope and construction cost escalation from the time of the TIRCP application to November 2023.

The Orange Line Improvement Project goal is to increase train speeds, improve service reliability and operating flexibility, maintain grade crossing safety, enhance customer experience



and increase the state of good repair. To accomplish this goal, the project requested funding in five categories:

Project 1: Orange Line Improvements	Total	TIRCP	TDA	Match
Install Grade Cross Warning System Design and Construction	9,100,000	7,280,000	1,820,000	20%
Signal Replacement with Bi-directional Signaling Design	800,000	640,000	160,000	20%
Extend Crossing Approaches Construction	3,250,000	2,600,000	650,000	20%
ABS Signaling Work at Francis and 32nd St. Construction	3,250,000	2,600,000	650,000	20%
Passenger Information Sign Upgrades (VMS) Design and Construction	1,800,000	1,440,000	360,000	20%
Totals	\$ 18,200,000	\$14,560,000	\$3,640,000	

The cost increases totaling the request for \$26M are primarily due to increases in the scope of the project. The project scope has been expanded to include three new interlockings, upgrades to two manually operated switch machines, and 11 additional signal houses. The new interlockings and switch machine upgrades will provide operational flexibility during construction. The project originally envisioned 12 new signal houses and 28 legacy signal houses to remain in operation. The 28 legacy houses are 30+ years old and run on different technology. Increasing the project scope to include 11 new signal houses will bring the entire Phase 1 Orange Line segment to the new signaling system and will result in a total of 23 signal houses. The reduction in the total number of signal houses reduces maintenance and inspection requirements into the future.

The 2023 Cycle 6 TIRCP resulted in an additional Orange Line award, Phase 2, of the project. Due to the limited time for implementation, and the size of the combined Phase 1 and Phase 2 projects, MTS will engage the services of an outside consultant to assist with Program Management Support. The consultant will assist with coordination among internal and external stakeholders, designers, contractors and the CPUC as needed to keep the project on schedule.

The 2022 Cycle 5 TIRCP application was submitted in early March 2022. According to the DGS California Construction Cost Index, construction costs have increased 17% between February 2022 and November 2023. At the time of application, the Orange Line Improvement Project was estimated to total \$18.2M. Adjusting with the CCCI data, the increased costs add \$3.1M to the overall project cost. <https://www.dgs.ca.gov/RES/RESOURCES/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCCI>

The additional scope items described above will allow the Orange Line operations to perform at the same level, and give Orange Line customers the same level of service, as the MTS Blue Line and Green Line Trolleys. The table below describes the cost associated with each additional scope item.

Project 1: Orange Line Improvements - Additional Scope	Total	SB125
3 New Rail Interlockings with powered switches, fiber and OCS	8,900,000	8,900,000
11 new signal houses and associated fiber	11,600,000	11,600,000
Program Management Consultant Services	2,400,000	2,400,000
Cost Escalation (17% between 2/2022 and 11/2023)	3,100,000	3,100,000
Totals	\$ 26,000,000	\$26,000,000

*ii. New TIRCP-eligible Project*

MTS is not seeking to utilize funds for new TIRCP-eligible projects.

*iii. Project Development Activities for a New TIRCP Project*

MTS is not seeking to utilize funds for project development activities for a new TIRCP project.

*iv. ZETCP Capital Project*

*a. Summary of ZETCP Projects*

MTS’s ZETCP capital projects include zero emission bus infrastructure investments at four separate MTS bus divisions. These projects are necessary as they support MTS’s electric fleet conversion in transitioning to a zero-emission fleet by 2040 and achieving a cleaner, safer, more accessible and connected future.

**Electrification of the Imperial Avenue Division**

MTS is seeking to utilize ZETCP funds for the “Electrification of the Imperial Avenue Division”, which is the first phase of overhead electric bus charging infrastructure at our Imperial Avenue Division located at 100 16th St., San Diego, CA 92101.

Estimated dates for the start and end of each phase are as follows:

- Design Phase: January 2023 - September 2023
- Procurement: November 2023 - June 2024 (current status)
- Construction: July 2024 - July 2025
- Closeout: July 2025 - October 2025

The project scope consists of:

- Installation of new 12kV electrical service including all transformers, switchgear and distribution
- Installation of gantry style overhead charging structure, equipment, and chargers to allow charging up to 30 buses
- Installation of backup CNG generator and battery storage to provide redundancy for bus charging as well as a photovoltaic system on top of the steel gantry
- All necessary civil improvements, trenching, and concrete paving necessary as part of the work to allow for charging the battery electric buses

Total project costs: The total cost of the project is \$21,427,000 which includes \$130,600 for agency project management costs.

Electrification of the Imperial Avenue Division	TIRCP	TDA	ZETCP	Other	Total
2022 Cycle 5 TIRCP	8,064,000				8,064,000
TDA Local 20% Match		2,016,000			2,016,000
ZETCP			10,126,000		10,126,000
Other*				1,221,000	1,221,000
Totals	\$8,064,000	\$2,016,000	\$10,126,000	\$1,221,000	\$21,427,000

*\*Other funding sources may include various local funds, federal funds, and/or rebates. Funding sources will be determined during annual budget processes each year.*

**Electrification of the South Bay Division, Phase II**

MTS is seeking to utilize ZETCP funds for the “Electrification of the South Bay Division, Phase II”, which is the second phase of overhead electric bus charging infrastructure at our South Bay Division located at 3650 Main St., Chula Vista, CA 91911.

Estimated dates for the start and end of each phase are as follows:

Design Phase: September 2025 - May 2026  
 Procurement: May 2026 - November 2026  
 Construction: November 2026 - November 2027  
 Closeout: November 2027 - June 2028

The project scope consists of:

- Installation of new electrical distribution utilizing the new service and switchgear from phase 1, but this phase will require new transformers and switchboards.
- Installation of gantry style overhead charging structure, equipment, and chargers to allow charging up to 31 buses
- Installation of backup CNG generator and battery storage to provide redundancy for bus charging as well as a photovoltaic system on top of the steel gantry
- All necessary civil improvements, trenching, and concrete paving necessary as part of the work to allow for charging the battery electric buses

Total project costs: The total cost of the project is \$22,346,900 which includes \$162,000 for agency project management costs.

Electrification of the South Bay Division, Phase II	ZETCP	Other	Total
ZETCP	14,528,088		14,528,088
Other*		7,818,812	7,818,812
Totals	\$ 14,528,088	\$ 7,818,812	\$ 22,346,900

*\*Other funding sources may include various local funds, federal funds, and/or rebates. Funding sources will be determined during annual budget processes each year.*

**Electrification of the Kearny Mesa Division**

MTS is seeking to utilize ZETCP funds for the “Electrification of the Kearny Mesa Division”, which is the first phase of overhead electric bus charging infrastructure at our Kearny Mesa Division located at 4630 Ruffner Rd., San Diego, CA 92111.

Estimated dates for the start and end of each phase are as follows:

Design Phase: March 2024 - December 2024  
 Procurement: December 2024 - June 2025  
 Construction: June 2025 - June 2026  
 Closeout: June 2026 - September 2026

The project scope consists of:

- Installation of new 12kV electrical service including all transformers, switchgear and distribution

- Installation of gantry style overhead charging structure, equipment, and chargers to allow charging up to 32 buses
- Installation of backup CNG generator and battery storage to provide redundancy for bus charging as well as a photovoltaic system on top of the steel gantry
- All necessary civil improvements, trenching, and concrete paving necessary as part of the work to allow for charging the battery electric buses

Total project costs: The total cost of the project is \$22,345,500 which includes \$162,000 for agency project management costs.

Electrification of the Kearny Mesa Division	TIRCP	TDA	ZETCP	Other	Total
2023 Cycle 6 TIRCP	12,132,000				12,132,000
TDA Local 20% Match		3,033,000			3,033,000
ZETCP			5,434,000		5,434,000
Other*				1,746,500	1,746,500
Totals	\$12,132,000	\$3,033,000	\$5,434,000	\$1,746,500	\$22,345,500

*\*Other funding sources may include various local funds, federal funds, and/or rebates. Funding sources will be determined during annual budget processes each year.*

**Electrification of the East County Division**

MTS is seeking to utilize ZETCP funds for the “Electrification of East County Division”, which is the first phase of overhead electric bus charging infrastructure at our East County Division located at 544 Vernon Way, El Cajon, CA 92020.

Estimated dates for the start and end of each phase are as follows:

Design Phase: November 2024 - July 2025  
 Procurement: July 2025 - January 2026  
 Construction: January 2026 - January 2027  
 Closeout: January 2027 - April 2028

The project scope consists of:

- Installation of new 12kV electrical service including all transformers, switchgear and distribution
- Installation of gantry style overhead charging structure, equipment, and chargers to allow charging up to 32 buses
- Installation of backup CNG generator and battery storage to provide redundancy for bus charging as well as a photovoltaic system on top of the steel gantry
- All necessary civil improvements, trenching, and concrete paving necessary as part of the work to allow for charging the battery electric buses

Total project costs: The total cost of the project is \$23,019,400 which includes \$168,000 for agency project management costs (see table below).

Electrification of the East County Division	ZETCP	Other	Total
ZETCP	16,233,351		16,233,351
Other*		6,786,048	6,786,048
Totals	\$ 16,233,351	\$6,786,048	\$ 23,019,399

\*Other funding sources may include various local funds, federal funds, and/or rebates. Funding sources will be determined during annual budget processes each year.

### *b. Detailed project schedules*

Detailed schedules for each of the projects listed above have not been established at this time. Estimated project phase dates have been established (listed above); however, a detailed project schedule will be generated once a contractor has been selected and approved.

### *c. Project location maps*

The ZETCP capital projects are located in various cities within San Diego County, including the cities of San Diego, Chula Vista, and El Cajon. There are over 100 communities that are both SB 535 disadvantaged communities and AB 1550 low-income communities that are directly served by these projects.

- Electrification of the Imperial Avenue Division:
  - Project location map is included as Attachment 2
- Electrification of the South Bay Division, Phase II:
  - Project location map is included as Attachment 3
- Electrification of the Kearny Mesa Division:
  - Project location map is included as Attachment 4
- Electrification of the East County Division:
  - Project location map is included as Attachment 5

### *d. Explanation of GHG reducing features of projects*

Collectively, ZETCP capital projects are estimated to reduce GHG emissions in the San Diego region by 440,661 MTCO<sub>2</sub>e over the lifecycles of each project. Please see the attached CARB GHG Benefits Calculator tools per project in the support documentation for further details.

- Electrification of the Imperial Avenue Division:
  - CARB GHG Benefits Calculator Tool is included as Attachment 6
  - The Electrification of the Imperial Avenue Division Project supports MTS's overall Zero Emission Transition Plan, and MTS's commitment to alternative, cleaner energy sources, by converting its CNG fleet to zero emissions by 2040. The Project will help to reduce greenhouse gas emissions by constructing the necessary charging infrastructure required to support ZEBs. The Project will reduce emissions by 114,175 MTCO<sub>2</sub>e (see Attachment 6).
- Electrification of the South Bay Division, Phase II:
  - CARB GHG Benefits Calculator Tool is included as Attachment 7

- The Electrification of the South Bay Division Project supports MTS's overall Zero Emission Transition Plan, and MTS's commitment to alternative, cleaner energy sources, by converting its CNG fleet to zero emissions by 2040. The Project will help to reduce greenhouse gas emissions by constructing the necessary charging infrastructure required to support ZEBs. The Project will reduce emissions by 138,660 MTCO<sub>2</sub>e (see Attachment 7).
- Electrification of the Kearny Mesa Division:
  - CARB GHG Benefits Calculator Tool is included as Attachment 8
  - The Electrification of the Kearny Mesa Division Project supports MTS's overall Zero Emission Transition Plan, and MTS's commitment to alternative, cleaner energy sources, by converting its CNG fleet to zero emissions by 2040. The Project will help to reduce greenhouse gas emissions by constructing the necessary charging infrastructure required to support ZEBs. The Project will reduce emissions by 92,066 MTCO<sub>2</sub>e (see Attachment 8).
- Electrification of the East County Division:
  - CARB GHG Benefits Calculator Tool is included as Attachment 9
  - The Electrification of the East County Division Project supports MTS's overall Zero Emission Transition Plan, and MTS's commitment to alternative, cleaner energy sources, by converting its CNG fleet to zero emissions by 2040. The Project will help to reduce greenhouse gas emissions by constructing the necessary charging infrastructure required to support ZEBs. The Project will reduce emissions by 95,760 MTCO<sub>2</sub>e (see Attachment 9).

#### *e. Job co-benefit modeling*

The ZETCP capital projects will directly serve and provide environmental health improvements to over 100 communities that are considered both SB 535 disadvantaged and AB 1550 low-income communities. Maps of the communities are provided in Attachment 10. More than 802 jobs will be made available through these projects.

- Electrification of the Imperial Avenue Division:
  - CARB Jobs Co-Benefits Calculator Tool is included as Attachment 11. The Project is estimated to create 197 jobs.
- Electrification of the South Bay Division, Phase II:
  - CARB Jobs Co-Benefits Calculator Tool is included as Attachment 12. The Project is estimated to create 201 jobs.
- Electrification of the Kearny Mesa Division:
  - CARB Jobs Co-Benefits Calculator Tool is included as Attachment 13. The Project is estimated to create 194 jobs.
- Electrification of the East County Division:
  - CARB Jobs Co-Benefits Calculator Tool is included as Attachment 14. The Project is estimated to create 210 jobs.

*f. Benefits to SB 535 and AB 1550 communities*

The four ZETCP capital projects listed above will provide significant benefits for the communities that have MTS bus divisions, as they will allow fossil-fueled buses to be replaced by battery electric buses that have no tailpipe emissions and generate no engine noise.

Of the four ZETCP capital projects, three are located in AB 1550 areas (Imperial Avenue Division, South Bay Division and East County Division). The fourth (Kearny Mesa Division) is not in an AB 1550 area, and while not considered a Disadvantaged Community itself, KMD shares a border with eight (8) communities categorized as Disadvantaged and/or Low-Income. A map of these four locations, overlaid on the CalEnviroscreen SB 535 disadvantaged communities and AB 1550 low-income tracts, is included as Attachment 10.

ZEB Infrastructure Project	Census Tract	Disadvantaged Community (CES 4.0)	Low-Income Community (AB 1550)
Imperial Avenue Division	6073005100	Yes	Yes
South Bay Division, Phase II	6073013307	Yes	Yes
Kearny Mesa Division	6073008511	No	No
East County Division	6073016202	Yes	Yes

The ZETCP capital projects additionally have benefits for areas beyond the facility itself, as they will enable the deployment of quiet battery electric buses without tailpipe emissions to operate through communities in the MTS region. This infrastructure will support MTS’s fleet of 40’ standard and 60’ articulated buses, which cover 67 of MTS’s 97 routes, or 69%. (Other routes are operated by over-the-road coaches or cutaway “minibuses.”) However, these 67 routes operate 94.6% of MTS’s revenue hours and 93.2% of MTS’s revenue miles, so they are by far the most consequential of MTS’s services.

In order to gauge the benefits of the deployment of these ZEBs, MTS compared the areas served by the 67 routes to the areas served by the remaining 30 routes. While there is significant overlap in the areas served by the two route groups, the census tracts only served by the 30 routes not included under the ZETCP project are primarily suburban and rural tracts that are not included as disadvantaged under SB 535 or low-income under AB 1550. The overall result is that the group of 67 routes with infrastructure proposed for funding under SB 125 are more disadvantaged, low-income, and minority that the overall MTS area population.

CARB Benefit Criteria Tables

MTS’s ZEB Transition Plan ensures that the deployment of battery-electric buses and/or other ZEBs are prioritized in historically marginalized low-income and minority communities that are most affected by environmental factors, such as the communities that surround MTS’s service areas (see Project Location Maps as listed below). Service is offered throughout the City of San



Diego and into surrounding communities in an area that stretches from Chula Vista in the South Bay as far north as the city of Escondido and from the Pacific Ocean to the City of El Cajon in the East County. These routes meet a variety of customer needs providing transportation to work, school, shopping, medical appointments and recreational activities.

- Electrification of the Imperial Avenue Division:
  - CARB Benefit Criteria Table is included as Attachment 15.
- Electrification of the South Bay Division, Phase II:
  - CARB Benefit Criteria Table is included as Attachment 16.
- Electrification of the Kearny Mesa Division:
  - CARB Benefit Criteria Table is included as Attachment 17.
- Electrification of the East County Division:
  - CARB Benefit Criteria Table is included as Attachment 18.

*g. Identification of whether entire project, or its components, address AB 1550 benefits*

Of the four ZETCP capital projects, three are located in AB 1550 areas (Imperial Avenue Division, South Bay Division and East County Division). The fourth (Kearny Mesa Division) is not in an AB 1550 area, and while not considered a Disadvantaged Community itself, the Kearny Mesa Division shares a border with eight (8) communities categorized as Disadvantaged and/or Low-Income. The budget for all four projects is \$87,638,800, of which 76% will be spent on the three projects in AB 1550 low-income communities. These four projects propose to use \$46,321,439 of ZETCP funds, of which 88% will be spent on the three projects in AB 1550 low-income communities.

*h. Expected ridership benefits of the project when constructed*

The four ZETCP capital projects support fleet electrification for MTS's transition from fossil-fueled vehicles to zero-emission. While this transition is part of the State of California's plan to address mandates and needs for public health protection, and to meet federal air quality standards and climate protection goals, it is not expected to have a direct ridership impact. MTS intends to operate the same level of service, regardless of fleet electrification.

*v. Transit Operations Funding*

*1. Name of transit operator*

San Diego Metropolitan Transit System

*2. 2022-2023 ridership and operator's percent of region's ridership*

Total ridership for last fiscal year was 68.5 million. This includes 36.1 million light rail passengers and 32.4 million bus passengers. MTS is the only designated transit operator in its jurisdiction. A small number of boardings occur on North County Transit District services that reach into the MTS jurisdiction, but these are fewer than one percent of the area's ridership. In the broader County of San Diego, MTS carries approximately 90% of the transit ridership.



**3. Amount of funding requested, by source (TIRCP and ZETCP) and budget year**

The funding requested by source and year is as follows:

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
ZETCP	-	17,265,263	9,685,392	9,685,392	9,685,392	46,321,439
TIRCP	4,500,000	49,015,000	35,880,000	49,929,000	98,006,165	237,330,165
<b>Total</b>	<b>\$4,500,000</b>	<b>\$66,280,263</b>	<b>\$45,565,392</b>	<b>\$59,614,392</b>	<b>\$107,691,557</b>	<b>\$283,651,604</b>

**4. List of specific operational activities funded by the request**

- Security Enhancements (*operations; TIRCP funding*)
  - Total funding requested: \$15,500,000
  - Security enhancements will include the expansion of the Transit Security and Passenger Safety Department to include 34 new Code Compliance Inspectors (CCIs), six (6) Code Compliance Supervisors, one (1) Assistant Field Operations Manager, one (1) Administrative Support Professional and create five (5) Code Compliance Dispatcher positions. The addition of the positions will help to address safety and security concerns throughout the MTS system.
  
- Trolley Service Enhancements (*operations; TIRCP funding*)
  - Total funding requested: \$38,917,000
  - Trolley service enhancements will include frequency increases to 15 minutes all day, every day for all Trolley lines. Currently, there are 30-minute frequencies in the early and late hours. Enhancements will also include Blue Line Trolley weekday frequency increases to 7.5 minutes between the border and University Town Center during peak periods. Additional service details are included below.
  
- Bus Service Enhancements (*operations; TIRCP funding*)
  - Total funding requested: \$54,000,000
  - Bus service enhancements would be used to restore 114,000 annual revenue hours of MTS bus service as well as increase service frequencies and implement new services, such as a new Downtown San Diego - Border overnight express route. Additional service details are included below.
  
- Iris Rapid Operations (*operations; TIRCP funding*)
  - Total funding requested: \$19,000,000
  - In October 2023, MTS implemented a new TIRCP-funded (Cycle 3) Rapid Bus Route 227 (“Iris Rapid”) that connects the communities of Otay Mesa and Imperial Beach with the Blue Line Trolley. The route connects disadvantaged communities in the South Bay to our light rail network, a busy international border crossing, and the coast. Half of the route is an overlay to an existing route that has more stops and follows a more circuitous path. Operational costs will be covered through this State funding.
  
- Otay Mesa Service Improvements (*operations; TIRCP funding*)
  - Total funding requested: \$5,000,000
  - Otay Mesa service improvements would include a study to develop recommendations to better serve the area between I-805 and the Otay Mesa

East Port of Entry. This funding would also be used to implement any new services recommended in the study.

- Bus Stop Improvements (*operations; TIRCP funding*)
  - Total funding requested: \$4,000,000
  - Bus stop improvements would include approximately 20 site improvements and rehabilitation of bus stops for ADA compliance and placement of future amenities. These operational funds will help to ensure ADA compliant boarding areas as well as future bus stop amenities to improve the rider experience on the MTS system.
  
- Structural Deficit Balancing (*operations; TIRCP funding*)
  - Total funding requested: \$74,913,165
  - The use of these State funds will help balance the structural deficit through the end of FY 2028, providing additional time to obtain long-term sustainability of the system. This will allow MTS to prevent service cuts and preserve existing fare levels through FY 2028.

*a. Service details*

The table of **service restorations** below summarizes the operational service increase change for each route that would have service restored using this State funding. These changes restore service that was reduced in 2022 due to driver staffing shortages. The table also includes the number of budgeted revenue hours in FY 2023 (without any restoration), as well as the number of revenue hours that would be added with the noted service increase(s). In total, this State funding would be used to restore 114,000 annual revenue hours of MTS bus service. The gross cost of these additions is \$10.9 million annually, with the State funding proposed to cover the estimated \$8 million in annual subsidy and a total of \$27 million over the four years from FY 2025 through FY 2028.

## MTS BUS SERVICES TO BE RESTORED

ROUTE	Service Restoration Summary	Baseline Revenue Hours (FY2023 Budget)	Annual Rev. Hours Restored
1	WKDY freq: 20 >15 min.	42,565	7,525
2	WKDY freq: 15 >12 min.; SAT freq.: 30 > 20 min.	31,150	3,581
5	WKDY freq: 15 >12 min.	22,632	3,174
6	WKDY & SAT freq.: 20 > 15 min.	15,373	3,077
7	WKDY freq: 12 > 10 min.; WEEKEND freq.: 15 > 12 min.	64,923	9,213
10	WKDY PK directional freq.: 15 > 12 min.	38,775	67
11	WKDY freq: 20 >15 min.	31,261	6,132
28	WKDY AM PK freq.: 20 >15 min.	12,428	386
35	WKDY freq: 20 >15 min.	20,028	3,897
43	WKDY midday freq.: 20 > 15 min.	25,335	2,058
120	Resume SAT svc. between Serra Mesa & Kearny Mesa.	33,704	211
215	WKDY freq: 15 >12 min.	50,293	8,217
225	WKDY PK freq.: 20 > 15 min.; WEEKEND nights freq.: 60 > 30 min.	37,085	7,944
280	WKDY PK freq.: 30 > 15 min.	3,802	1,901
290	WKDY PK freq.: 30 > 10 min.	3,576	3,065
701	WKDY freq: 20 > 15 min.	20,327	4,808
707	WKDY midday & night freq.: 60 > 30 min.	7,474	2,120
712	WKDY midday freq.: 20 > 15 min.; resume 712L trips.	20,979	3,988
815	WKDY freq: 20 >15 min.	14,220	3,022
901	WKDY PK freq.: 20 >15 min.	38,445	4,032
929	WKDY PK freq.: 15 >12 min.	60,285	4,047
932	WKDY freq: 20 >15 min.	34,981	7,192
933/934	WKDY freq.: 20 > 10/12/15 min.	52,099	7,580
944	Resume SAT service.	7,215	687
955	WKDY PK freq.: 15 >12 min.; WKDY midday freq.: 20 > 12 min.	43,563	10,122
962	WKDY freq: 20 >15 min.	21,452	4,350
964	WKDY midday freq.: 45 >30 min.	9,113	1,551

The table below lists **proposed new improvements**, including the proposed added service for each route that would be implemented using this State funding. These are new services that enhance the MTS network to grow ridership, and are in addition to the restorations listed in the table above. The table below also includes the number of budgeted revenue hours in FY 2023, as well as the number of revenue hours that would be added with the noted service increases. In total, this State funding would be used to add 56,600 new annual revenue hours of MTS bus and Trolley services. With these funds, MTS is proposing to use \$39 million for added Trolley service and \$27 million for added bus service over the four years from FY 2025 through FY 2028.

## MTS TRANSIT SERVICES TO BE INCREASED

ROUTE	Service Increase Summary	Baseline Revenue Hours (FY2023 Budget)	Additional Annual Rev. Hours
<b>Blue Line</b>	ALL DAYS: Early & Late freq. 30 > 15 mins. WKDY PK freq.: 15 > 7.5 min. (Dwtn SD-UTC).	123,327	4,441 (FY 24) 12,061 (in FY 25 and beyond)
<b>Orange Line</b>	ALL DAYS: Early & Late freq: 30 > 15 min.	50,896	1,880
<b>Green Line</b>	ALL DAYS: Early & Late freq: 30 > 15 min.	63,139	10,985
<b>3</b>	WKDY span extended, 11pm > 2am.	48,440	2,983
<b>4</b>	WKDY base freq.: 30 > 15 min.; WEEKEND base freq.: 60 > 30 min.	23,300	19,851
<b>10</b>	WKDY span extended, 11pm > 2am.	38,775	3,048
<b>12</b>	WKDY span extended, 11pm > 2am.	40,206	3,048
<b>28</b>	SUN freq.: 60 > 30 min.	12,428	789
<b>235</b>	WKDY span extended, 11pm > 2am.	61,881	3,048
<b>709</b>	SUN freq.: 60 > 30 min.	29,583	1,378
<b>838</b>	WKDY freq: 60 > 30 min.	10,342	7,531
<b>851</b>	WKDY freq: 60 > 30 min.	3,513	3,513
<b>901</b>	SUN freq.: 60 > 30 min.	38,445	2,624
<b>910</b>	New overnight exp. route (Dwtn SD - San Ysidro).	-	7,372
<b>961</b>	SUN freq.: 60 > 30 min.	23,709	1,382

MTS is not proposing to separately designate this funding for ensuring the safety and state-of-good-repair of the vehicles and infrastructure necessary to operate current, restored or proposed new levels of service. Unit cost assumptions for the cost estimates of the restored and new expanded services already include the necessary resources to cover these items and ensure that MTS's bus and rail infrastructure and vehicles are safe and in a good state-of-repair.

MTS is the only designated transit operator in its jurisdiction. However, MTS bus services are operated directly in-house and by two different contractors. Having three operators among the five bus operating divisions offers MTS flexibility to make changes according to current demands. Adjustments of operators are made routinely due to vehicle availability at various divisions, staffing capacity at each division, proximity to revenue service, and cost effectiveness. At this point, MTS intends that the restored and expanded services proposed for this State funding would be operated by the current operator and division. That may be adjusted moving forward to maintain efficiency and efficacy as these changes are implemented and operated over the next five years.

***b. Identification of operating expenses invested in increased safety and security measures***

In 2022, the MTS Customer Satisfaction Survey indicated an overwhelming response noting concerns of safety and requests for more security to improve the transit experience. Subsequent to that, focus groups were conducted to better understand and define what "more security" means to passengers and to obtain a better understanding of perceptions of personal safety while using transit. The results and feedback of the focus groups included requests such as more visible security, more consistent application of MTS policies (such as fare evasion, inappropriate behavior, and loitering), improved awareness of Ride-Assured Program, and improvement of cleanliness and lighting.

After receiving this report, the Board of Directors discussed various concerns related to security and safety throughout the system. The Board directed staff to assess the cost of additional security staff for the potential expansion of the Transit Security and Passenger Safety Department. At the September 13, 2023 Board of Directors meeting, the Board approved the department expansion and the addition of 34 new Code Compliance Inspectors (CCIs), six (6) Code Compliance Supervisors, one (1) Assistant Field Operations Manager, one (1) Administrative Support Professional and create five (5) Code Compliance Dispatcher positions. The additional requested CCI personnel would include 27 CCIs assigned to Train Teams, four (4) CCIs to the Passenger Safety Teams, two (2) CCIs to the Bus Enforcement Team, and one (1) CCI to the Homeless Outreach Team. The additional Code Compliance Supervisors, Assistant Field Operations Manager and Administrative Support Professional will be needed to manage, supervise and support the additional field positions. The creation of five (5) Code Compliance Dispatcher positions will allow the Transit Security and Passenger Safety Department to have professional dispatchers who will go through a California Peace Officer Standards and Training (POST) dispatcher course. The dispatchers will be full-time MTS employees rather than the current practice of contracted security officers working as minimally trained dispatchers. MTS plans to use \$15.5M of TIRCP operational funding for this added security personnel over the next five fiscal years.

*c. Identification of operation expenses intended to increase ridership*

MTS's ability to add service frequencies and spans, to improve transit stations, as well as enhancing the safety and security of the MTS passengers will all help to increase ridership over the next four years. Operational expenses intended to increase ridership as well as improve coordination of routes and schedules include all operational projects referenced above. A summary of those projects includes:

- Security Enhancements (*operations; TIRCP funding*)
  - Total funding requested: \$15,500,000
- Trolley Service Enhancements (*operations; TIRCP funding*)
  - Total funding requested: \$38,917,000
- Bus Service Enhancements (*operations; TIRCP funding*)
  - Total funding requested: \$54,000,000
- Iris Rapid Operations (*operations; TIRCP funding*)
  - Total funding requested: \$19,000,000
- Otay Mesa Service Improvements (*operations; TIRCP funding*)
  - Total funding requested: \$5,000,000
- Bus Stop Improvements (*operations; TIRCP funding*)
  - Total funding requested: \$4,000,000
- Structural Deficit Balancing (*operations; TIRCP funding*)
  - Total funding requested: \$74,913,165

**5. Identification of benefits to transit dependent riders**

Overall, over 70% of MTS transit riders are low-income and transit dependent, and do not have access to a private automobile. Programs that enhance transit service and availability for our riders tend to be inherently helpful to those in our region who depend on transit. This funding will help ensure service retention, increased service, and new service is available to MTS riders. Transit dependent riders will benefit from added service frequencies and spans, improved transit stations to make transit more accessible and pleasant, and will also enhance the safety and security of passengers, which has been a top priority for both MTS and its riders. However, to ensure that the operations dollars proposed from this State funding prioritize helping the most transit-dependent segment of our region’s population, MTS conducted three analyses of the proposed package of new operational bus and Trolley improvements, using metrics for: California Senate Bill 535 (through CalEnviroscreen), California Assembly Bill 1550 (through CalEnviroscreen), and the Federal Transit Administration’s Title VI methodology required for major service changes. The full results of that analysis are included with this submittal application as Attachment 1. In summary, comparing the overall MTS service area population with the population of census block groups served by routes to be improved with this State funding, each criterion shows that those benefiting are more disadvantaged, low-income, and minority than the overall MTS area population:

Criteria/ Methodology	Metric	MTS Overall Service Area Population	MTS 2023 SB 125 Application Population*
SB 535 (CalEnviroscreen)	Disadvantaged	11%	19%
AB 1550 (CalEnviroscreen)	Low-Income	40%	53%
Title VI	Minority	58%	65%
Title VI	Low-Income	25%	29%

\* Population Benefitting from MTS 2023 SB 125 Application for Operational Funding

**D. Summary Excel table: proposed uses of TIRCP and ZETCP funds by fiscal year**

A summary Excel table including the proposed uses of TIRCP and ZETCP funds by fiscal year is included as Attachment 19.

**E. Regionally Representative Transit Operator Data**

*i. Existing fleet and asset management plans by transit operators.*

MTS developed its required ZEB Transition Plan and received approval by the MTS Board of Directors in September 2020. The MTS ZEB Transition Plan is included as Attachment 20.

Transit asset management plans are required for all FTA grantees per federal legislation. The benefits from enhanced asset management practice include improved system safety and reliability, reduced costs, better customer service, and optimized resource allocation. MTS’s Transit Asset Management Plan outlines the agency’s policy, approach and specific actions to improve its asset management practices over the next five years. The plan is updated periodically, and the latest plan was approved by the MTS Board of Directors in March 2022. The MTS Transit Asset Management Plan is included as Attachment 21.



MTS also submits annual Asset Information Module data to the FTA. The last submission was in October 2023 for the fiscal year ending June 30, 2023.

*ii. Revenue collection methods and annual costs involved in collecting revenue by payment instrument.*

SANDAG oversees the Comprehensive Fare Ordinance which provides the regional framework for transit fares implemented by MTS and NCTD. Public input is vital to making updates to regional fares, so SANDAG hosts public hearings whenever fare changes are considered. For any fare changes to be implemented, including fare increases or changes in fare types, the SANDAG Transportation Committee must approve the changes and amend the Comprehensive Fare Ordinance (link to the current fare ordinance: <https://www.sandag.org/-/media/SANDAG/Documents/PDF/footer/legal/comprehensive-fare-ordinance.pdf>). The most recent fare changes were implemented in 2021, providing for a new regional fare system branded as PRONTO. The new PRONTO system is more convenient, with new rider-requested functionality, and a 'best fare' system that automatically calculates the best possible fare. With PRONTO, fares are capped at \$6 per day or \$72 per month for adult passes (\$3/day and \$23/month for seniors, riders with disabilities, and youth). Passengers simply tap or scan each time they ride, and the system will automatically deduct the appropriate fare.

New rider-friendly features include:

- Free transfers – one-way fares are valid for unlimited transfers between buses and trolleys for up to two hours.
- Pay-as-you-go capabilities – riders no longer need to pay upfront for passes and can load just what they need for the day.
- Instant account reloads – funds added to PRONTO accounts can be accessed instantly through the new account-based system.
- Increased retail network – card purchases are available at participating Vons and Albertsons and more than 70 other retail outlets.
- Riders can still choose to pre-pay for a Month Pass (valid from the first through the last calendar day of the month).
- The full fare listing can be found at this link: <https://www.sdmts.com/fares/fare-chart>

There are multiple methods of revenue collection for the public. Each sales channel is listed and described below:

- Ticket Vending Machine – Patrons can purchase one-way paper tickets, PRONTO cards, stored value or pass products at any ticket vending machine (TVM). TVMs are located at selected bus transit centers, MTS Bus Rapid Transit stops, San Diego Trolley, Coaster, and Sprinter station platforms.
- Bus Fareboxes – Each bus gives the rider the ability to purchase one-way cash fares or to tap their PRONTO card.
- Customer Website – MTS maintains a public website (<https://www.ridepronto.com/>) where riders can manage all aspects of their fare needs and manage their PRONTO account.
- Customer Relationship Management – MTS operates a call center where customers can have all of their transit needs answered over the phone.

- Mobile Ticketing App – the PRONTO mobile app also allows riders to manage all aspects of their fare needs and manage their PRONTO account as well as access the transit system with a virtual PRONTO card.
  - Ticket Office Terminal – MTS operates The Transit Store where customers can have all of their transit needs answered in person. The Transit Store is located at the 12th & Imperial Transit Center and provides a variety of services, including: Monthly Passes for MTS buses, Trolleys, and the COASTER; Senior/Disabled/Medicare and Youth Identification Cards; Bulk pass sales; Lost and Found.
  - Retail Network – card purchases are available at third-party retail outlets.
  - Institutional Website – MTS also has employer and business partner programs that offer organizations options to purchase and issue monthly transit passes in-bulk. These programs are administered through a web portal, and the partners can either pay for the passes immediately with a credit card or receive an invoice.
1. MTS administers the PRONTO program for the region so the costs are centralized and not borne directly by the operating entities.
    - a. Total cost of revenue collection for FY 2023 was \$14.4 million and total revenue collected was \$67.5 million, as detailed in the table below.
    - b. Cost of revenue collection by payment instrument and total revenue collected by payment instruments for FY 2023 is as follows:

Payment Instrument	Cost of Collections	Revenue Collected
Ticket Vending Machine	\$9,427,762	\$17,876,562
Bus Farebox	1,571,695	6,514,798
Customer Website	268,372	2,541,869
Customer Relationship Management	401,217	1,741,202
Mobile Ticketing App	772,358	13,351,438
Ticket Office Terminal	519,765	1,669,406
Retail Network	242,558	1,004,848
Institutional Website	1,173,778	22,845,567
Totals	\$14,377,505	\$67,545,690



2. Planned capital costs related to fare collection in the next 4 years: Over the next four years, MTS has planned for \$3.2 million of PRONTO enhancements. This includes enhancements to the PRONTO Mobile app, as well as open payment ability where riders will be able to pay their fares with their own debit or credit cards, or even mobile pay applications such as Apple and Google Pay.

*iii. A statement of existing service plan and planned service changes through the end of 2023-2024, and schedule data in General Transit Feed Specification (GTFS) format.*

MTS currently operates 97 bus routes and three Trolley lines in a service area that encompasses approximately 3 million people residing in about 570 square miles of the urbanized area of San Diego County, including the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, Santee, San Diego and the unincorporated area of the County, as well as 3,240 square miles of the rural parts of East County.

MTS Bus Operations are a consolidation of services operated by SDTC and MTS Contracted Services. These entities operate and maintain a fleet of 764 buses in total, of which 78% are powered by renewable compressed natural gas, 2% are electric, and 20% are light duty propane buses. Bus services include traditional urban and local routes, express routes and bus rapid transit routes, plus paratransit services. These bus services will log almost 2.0 million revenue hours in FY 2024 while traveling 23.5 million revenue miles across San Diego County. FY 2024 ridership for all MTS bus services is projected at 38.9 million passengers.

MTS Rail Operations operate and maintain a fleet of 168 light rail vehicles (LRVs) to provide transit service over three separate operating lines:

- The Blue Line operates from the San Ysidro Transit Center through downtown San Diego and now extends to the University Towne Center (UTC) Transit Center with the opening of the Mid-Coast extension in November 2021.
- The Orange Line serves East County communities from the El Cajon Transit Center through downtown San Diego, terminating at the Courthouse station.
- The Green Line operates from Santee Town Center station through Mission Valley and serves the campus of SDSU via a subway. It continues through Old Town to downtown San Diego along the Bayside corridor, serving the Convention Center, major hotel chains and PETCO Park, before terminating at the 12th and Imperial Transit Center where it connects with the Blue and Orange Lines.

Regular trolley service is provided virtually around the clock with a 22-hour service window, and increased service is provided during special events throughout the year. FY 2024 ridership for the MTS rail system is projected at approximately 41.8 million passengers.

MTS planned changes through the end of FY 2024 are primarily related to restoring bus service that was reduced in 2022 due to driver shortages. These reductions were mostly lower frequencies on routes that offer the highest levels of service. While these routes typically have the most boardings, the impact of small reductions to very frequent service is much lower on customers, especially transit-dependent customers, than major reductions to low-frequency routes. MTS began the restoration of these bus services in June 2023, and will continue to do so at each subsequent service change through the end of FY 2024. As MTS proposes to utilize this State funding for future route restoration, a list of the specific changes is included in the table below (“Planned Service Restoration Table”). At this point, all services in that table are

intended to be restored in Calendar Year 2024, with the division between FY 2024 and FY 2025 to be decided by staffing levels available at each upcoming service change.

MTS maintains up-to-date GTFS files and provides public access for developers and other interested parties. The files for the current schedules are correct and available to the public for download from this link: [http://www.sdmts.com/google\\_transit\\_files/google\\_transit.zip](http://www.sdmts.com/google_transit_files/google_transit.zip)

MTS implements most schedule changes during regularly scheduled “shake-ups” that occur three times per year: late January, mid-June, and early September. Through a semi-automated process in MTS’s scheduling software, new GTFS files are uploaded to this link with each schedule booking as the schedules change over, so the GTFS files posted at that link always represent the current schedules. These GTFS files are used for many internal and external needs, including non-MTS transit directions apps (Google Transit, Apple Maps, Transit App, One Bus Away, etc.), the National Transit Database (NTD), and MTS data warehouse purposes.

Future FY 2023-2024 service restorations funded through this State funding are planned for implementation at the January and June 2024 shake-ups, so the GTFS files will be updated on those dates (January 28 and June 9, 2024). GTFS data will be provided annually to the FTA as part of the annual NTD submittal due on October 31 of each year. The GTFS files are submitted by providing the above link in the annual NTD report. The link is available to FTA or the State anytime to download the current GTFS files.

### *Summary of existing service plan and planned changes to the levels of service*

MTS completed the implementation of its Transit Optimization Plan just prior to the pandemic. This comprehensive operational analysis (COA) made many significant changes to the MTS network, since the first overall COA in 2006. Additionally, MTS made significant network changes in November 2021, as the Mid-Coast Corridor project opened, extending the MTS rail network and prompting complementary adjustments to the bus network. Lastly, in October 2023, MTS implemented new TIRCP-funded (Cycle 3) Rapid Bus Route 227 (“Iris Rapid”) that connects the communities of Otay Mesa and Imperial Beach with the Blue Line Trolley.

Now, as MTS ridership continues to rebound from the pandemic, no other major changes are planned for the immediate future aside from restoring services that were reduced due to driver shortages, and implementing new ridership-generating services made possible by the State funding. These are described below.

MTS’s current GTFS feed is already included in the [Cal-ITP GTFS-Ingest Pipeline Dataset](#). This feed includes the most complete and accurate description of MTS’ current services and service levels. This GTFS feed is updated with each scheduled service change, so that the most current dataset is always available to the public and external agencies via a link on the MTS website.

MTS is proposing two types of future service improvements with the State funding:

1. Restoration of services that had been reduced due to staffing shortages. MTS has already restored \$5 million of service in 2023 as the driver levels have improved. There is \$10.8 million of MTS service remaining to be restored, which MTS plans to do over the January, June, and September shake-ups in CY 2024. MTS plans to use \$8 million of the State funding for this purpose, with the remainder expected to come from increased fare revenues.

2. New services that grow ridership by increasing access and availability of transit. These new services will consist of increased frequencies and spans-of-service on existing Trolley and bus routes, and a new bus route that will offer overnight express bus service between Downtown San Diego and the San Ysidro border - covering a service gap when the Blue Line Trolley cannot operate due to freight operations.

The tables below describe the changes for each route, and the anticipated implementation month and/or year. The implementation dates shown represent MTS’s intended phasing plan, however exact timing of the improvements could fluctuate earlier or later, depending on availability of driver staffing. Significant deviations from these dates could be revised in future SB 125 Allocation Package submittal updates. Note that MTS’s peak periods are defined as weekdays between 6 a.m. and 9 a.m., and between 2 p.m. and 6 p.m. The period between 9 a.m. and 2 p.m. is defined as “midday.”

**PLANNED SERVICE RESTORATION**

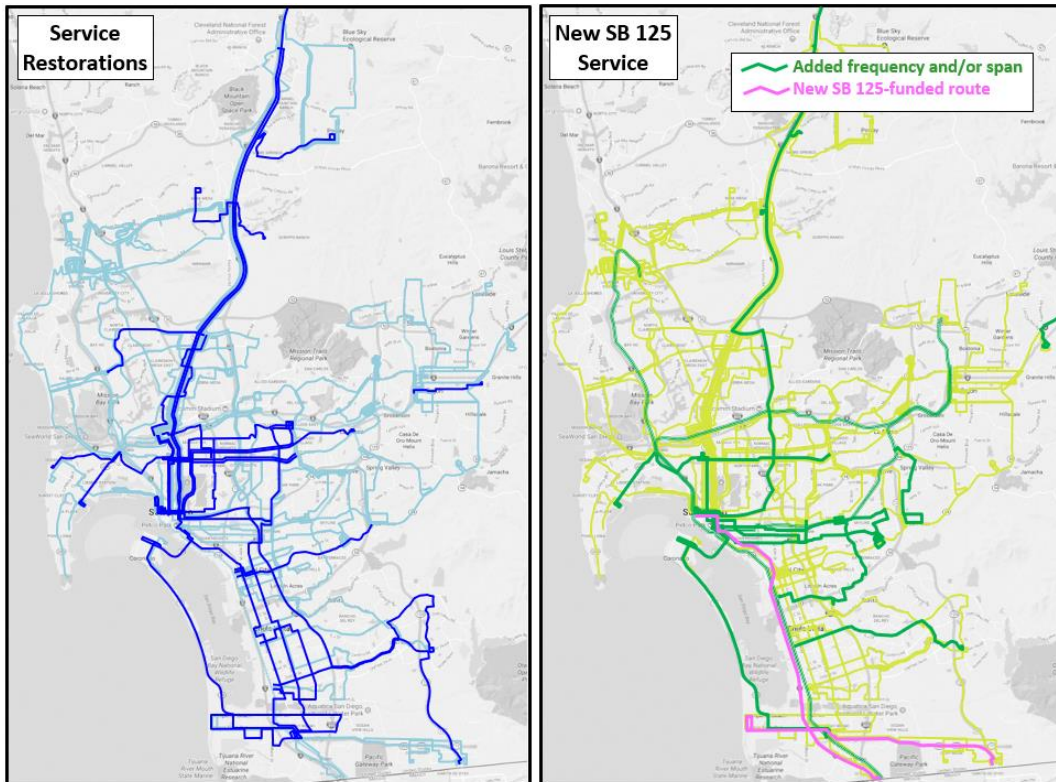
ROUTE	Service Restoration	Planned Implementation Date
1	Restore WEEKDAY frequency from 20 minutes to 15 minutes.	CY 2024
2	Restore WEEKDAY frequency from 15 minutes to 12 minutes, and Saturdays from 30 to 20 minutes.	CY 2024
5	Restore WEEKDAY frequency from 15 minutes to 12 minutes.	CY 2024
6	Restore WEEKDAY and SATURDAY frequency from 20 minutes to 15 minutes.	CY 2024
7	Restore WEEKDAY frequency from 12 minutes to 10 minutes, and WEEKEND frequency from 15 minutes to 12 minutes.	CY 2024
10	Restore WEEKDAY peak directional frequency from 15 minutes to 12 minutes.	CY 2024
11	Restore WEEKDAY frequency from 20 minutes to 15 minutes.	CY 2024
28	Restore WEEKDAY morning peak frequency from 20 minutes to 15 minutes.	CY 2024
35	Restore WEEKDAY frequency from 20 minutes to 15 minutes.	CY 2024
43	Restore WEEKDAY midday frequency from 20 minutes to 15 minutes.	CY 2024
120	Restore Saturday service between Serra Mesa and Kearny Mesa.	CY 2024
215	Restore WEEKDAY peak frequency from 15 minutes. Instead of the original 10-minute peak/15-minute off-peak frequencies, Route 215 will be restored to 12-minute all day frequency on WEEKDAYS.	Jan. 2024
225	Restore WEEKDAY peak frequency from every 20 to 15 minutes, and weekend nights from every 60 to 30 minutes.	CY 2024
280	Restore WEEKDAY peak frequency from 30 minutes to 15 minutes.	CY 2024
290	Restore WEEKDAY peak frequency from 30 minutes to 10 minutes.	CY 2024
701	Restore WEEKDAY frequency from 20 minutes to 15 minutes.	CY 2024
707	Restore WEEKDAY midday and night frequency from 60 minutes to 30 minutes.	CY 2024
712	Restore WEEKDAY midday frequency from 20 minutes to 15 minutes, and restart 712L trippers.	CY 2024
815	Restore WEEKDAY frequency from 20 minutes to 15 minutes.	CY 2024
901	Restore WEEKDAY peak frequency from 20 minutes to 15 minutes.	CY 2024
929	Restore WEEKDAY peak frequency from 15 minutes to 12 minutes.	CY 2024
932	Restore WEEKDAY frequency from 20 minutes to 15 minutes.	CY 2024
933/934	Restore WEEKDAY peak frequency from 20 to 10/12 minutes, and WEEKDAY early and late frequency from 20 to 15 minutes.	CY 2024
944	Restore Saturday service.	CY 2024
955	Restore WEEKDAY peak frequency from 15 minutes to 12 minutes, and WEEKDAY midday from 20 to 12 minutes.	CY 2024
962	Restore WEEKDAY frequency from 20 minutes to 15 minutes.	CY 2024
964	Restore WEEKDAY midday frequency from 45 minutes to 30 minutes.	Jan. 2024

PLANNED ADDED SERVICE IMPROVEMENTS

ROUTE	Service Increase	Planned Implementation Date
<b>Blue Line</b>	Increase WEEKDAY peak frequency from 15 minutes to 7.5 minutes between Downtown San Diego and UTC, matching the peak frequency on the southern segment.	CY 2025
<b>Orange Line</b>	Increase all 30-minute frequency periods to 15 minutes on all days.	CY 2027
<b>Green Line</b>	Increase all 30-minute frequency periods to 15 minutes on all days.	CY 2025
<b>3</b>	Extend the WEEKDAY span-of-service from approx. 11 pm until 2 am.	CY 2025
<b>4</b>	Increase WEEKDAY base frequency from 30 minutes to 15 minutes, and WEEKEND base frequency from 60 minutes to 30 minutes.	CY 2025
<b>10</b>	Extend the WEEKDAY span-of-service from approx. 11 pm until 2 am.	CY 2025
<b>12</b>	Extend the WEEKDAY span-of-service from approx. 11 pm until 2 am.	CY 2025
<b>28</b>	Increase SUNDAY frequency from 60 minutes to 30 minutes.	CY 2025
<b>235</b>	Extend the WEEKDAY span-of-service from approx. 11 pm until 2 am.	CY 2025
<b>709</b>	Increase SUNDAY frequency from 60 minutes to 30 minutes.	CY 2025
<b>838</b>	Increase WEEKDAY frequency from 60 minutes to 30 minutes.	CY 2025
<b>851</b>	Increase WEEKDAY frequency from 60 minutes to 30 minutes.	CY 2025
<b>901</b>	Increase SUNDAY frequency from 60 minutes to 30 minutes.	CY 2025
<b>910</b>	Add new overnight express bus route between Downtown San Diego and the San Ysidro border	CY 2025
<b>961</b>	Increase SUNDAY frequency from 60 minutes to 30 minutes.	CY 2025

These proposed service improvements using this State funding are shown geographically in the maps below. The map on the left illustrates the routes that will see restored service, with impacted routes highlighted in dark blue. The map on the right shows in dark green the routes that will see improved headways and/or expanded span-of-service. Additionally, the pink routes are new services. This includes a new Downtown San Diego - Border overnight express route, and the Iris Rapid (Rapid 227) route that began service in October 2023.

PLANNED SERVICE MAPS





*iv. Expenditures on security and safety measures*

Below are the Security department expenditures for the last three fiscal years:

Fiscal Year	Operating Cost	Positions
FY 2021	\$12.4 million	231
FY 2022	\$14.0 million	281
FY 2023	\$18.5 million	282

MTS has seen security costs increase dramatically over the last few years. Internal and contracted positions increased by over 20% as MTS increased the security presence on the system, shifted to a beat deployment, and added an extension to the Trolley's Blue Line. A large portion of the security personnel are contracted employees. MTS conducted a negotiated procurement for the latest contract that began on January 1, 2022. In February 2023 that contract was amended to increase the starting wages for this employee group in order to address the hiring and retention issues facing the contractor.

On the safety side, in addition to the customer survey and focus groups mentioned above, MTS also conducted a Social Equity Listening Tour. This public engagement effort aimed to understand the experiences of transit riders and to take steps in addressing issues of inequity in transit. The project was designed to identify local communities' top transit priorities with regard to inequities in transit service, operations, amenities, and programs. A number of projects resulted out of this effort, including two lighting projects which were identified as a major safety need. The first project will upgrade platform, shelter and parking lot lighting at seven Trolley Orange Line stations. The second project will pilot a new solar lighting project at approximately two dozen bus stops to start.

*v. Opportunities for service restructuring, eliminating service redundancies, and improving coordination amongst transit operators, including, but not limited to, consolidation of agencies or reevaluation of network management and governance structure.*

As noted above, all of the formerly independent transit operations in the MTS jurisdiction have been brought under the direct control of the MTS Board of Directors. Since 2000, the region has consolidated the local operators County Transit System, Chula Vista Transit, and National City Transit into MTS. MTS's formerly independent subsidiaries, SDTC and SDTI, were also brought under the MTS Board of Directors. All of the oversight, planning, scheduling, financing, and administrative functions of these entities are now the same. This results in a natural coordination among routes and services by ensuring a complementary network, removing redundancy, and eliminating the influence of parochial demands that can create overall inequities and inefficiencies.

Further, MTS has routinely undergone a systemwide evaluation of services to ensure that resources are being efficiently spent and equitably distributed. In 2006-2008, a Comprehensive Operational Analysis (COA) resulted in a complete overhaul of the MTS network into a ridership-driven system that emphasized productivity and grew passengers with increased

frequencies and improved connections where they benefited the greatest number of riders. The Great Recession in 2009-2010 was addressed by MTS with a weekend-specific COA that specifically identified efficiencies and savings during weekend periods when the fewest riders were using the system. An update to the overall COA was made in 2016-2018 with the Transit Optimization Plan, which turned around a ridership decline by modernizing the network using the principles of the COA and reinvesting underutilized resources into improvements that benefit the most riders. Lastly, MTS utilized the opportunity created by the Mid-Coast Corridor Project extension in 2021 to overhaul the bus network in the area of that extension. Resources used for bus services that would have been redundant with the new rail segment were reinvested instead into new feeder services that complement and enhance the new rail extension.

MTS will continue to conduct periodic and opportunistic reviews of the regional transit services in its jurisdiction, all of which are within its direct control, to ensure that public resources are being wisely invested into a comprehensive and efficient network that encourages ridership growth, improves equity, and minimizes waste and redundancy.

MTS currently operates (and reports to the National Transit Database) the following modes of service:

- Motorbus - Directly Operated (MB-DO)
- Light Rail - Directly Operated (LR-DO)
- Motorbus - Purchased Transportation (MB-PT)
- Commuter Bus - Purchased Transportation (CB-PT)
- Demand Response - Purchased Transportation (DR-PT)
- Demand Response - Taxi (DR-TX)

In advance of CalSTA's acceptance of MTS's SB 125 Allocation Package, MTS has added monthly ridership (by mode) to the data available to the public on our website. From the 'Reports, Records, and Policies' webpage (<https://www.sdmts.com/about/reports-records-and-policies>), interested parties can click on the MTS Monthly Ridership link for a spreadsheet of monthly MTS ridership by mode since January 1, 2023.

The data is presented as shown in the screenshot below. MTS will keep this data updated and posted on our website on a monthly basis.

MONTHLY MTS RIDERSHIP ON-LINE POSTING (table included below)

<b>FY-2024</b>	<b>Commuter Bus</b>	<b>Contract Services</b>	<b>Directly Operated</b>	<b>Light Rail</b>	<b>Demand Response</b>	<b>Demand Response Taxi</b>	<b>GRAND TOTAL</b>
<b>NTD Mode-&gt;</b>	<b>CB-PT</b>	<b>MB-PT</b>	<b>MB-DO</b>	<b>LR-DO</b>	<b>DR-PT</b>	<b>DR-TX</b>	
2023-07	7,933	1,222,300	1,216,397	3,112,740	12,250	11,267	5,582,887
2023-08	9,645	1,495,906	1,295,498	3,277,448	15,331	10,918	6,104,746
2023-09	8,309	1,486,728	1,407,240	3,174,916	14,887	10,765	6,102,845
2023-10	9,375	1,600,005	1,807,575	3,602,676	15,663	12,342	7,047,636
2023-11						-	-
2023-12						-	-
2024-01						-	-
2024-02						-	-
2024-03						-	-
2024-04						-	-
2024-05						-	-
2024-06						-	-
<b>TOTAL</b>	<b>35,262</b>	<b>5,804,939</b>	<b>5,726,710</b>	<b>13,167,780</b>	<b>58,131</b>	<b>45,292</b>	<b>24,838,114</b>

*\* Trolley estimates from APC data*

<b>FY-2023</b>	<b>Commuter Bus</b>	<b>Contract Services</b>	<b>Directly Operated</b>	<b>Light Rail</b>	<b>Demand Response</b>	<b>Demand Response Taxi</b>	<b>GRAND TOTAL</b>
<b>NTD Mode-&gt;</b>	<b>CB-PT</b>	<b>MB-PT</b>	<b>MB-DO</b>	<b>LR-DO</b>	<b>DR-PT</b>	<b>DR-TX</b>	
2022-07	7,589	1,315,869	1,120,855	2,842,151	15,088	3,001	5,304,553
2022-08	9,107	1,514,761	1,188,053	2,977,100	16,853	3,517	5,709,391
2022-09	8,569	1,459,098	1,356,240	3,031,006	15,927	4,540	5,875,380
2022-10	9,079	1,566,680	1,625,390	3,252,478	17,975	4,769	6,476,371
2022-11	8,465	1,399,801	1,402,509	2,923,976	16,400	4,808	5,755,959
2022-12	6,846	1,314,555	1,158,420	2,760,552	15,122	5,416	5,260,911
2023-01	8,720	1,317,530	1,374,760	2,880,089	16,156	5,825	5,603,080
2023-02	8,217	1,354,429	1,374,451	2,813,615	16,512	5,321	5,572,545
2023-03	9,805	1,440,762	1,405,627	3,114,516	18,990	6,447	5,996,147
2023-04	8,550	1,437,960	1,508,715	3,146,998	16,040	6,514	6,124,777
2023-05	8,655	999,050	1,608,527	3,226,093	11,373	9,358	5,863,056
2023-06	8,462	472,750	1,395,485	3,078,786	2,392	11,318	4,969,193
<b>TOTAL</b>	<b>102,064</b>	<b>15,593,245</b>	<b>16,519,032</b>	<b>36,047,360</b>	<b>178,828</b>	<b>70,834</b>	<b>68,511,363</b>

## **Attachments List for MTS SB 125 Allocation Package**

1. SB 125 Equity Analysis for Added Service Improvements
2. Imperial Avenue Division Project Location Map
3. South Bay Division Project Location Map
4. Kearny Mesa Division Project Location Map
5. East County Division Project Location Map
6. Imperial Avenue Division GHG Benefits Calculator Tool
7. South Bay Division GHG Benefits Calculator Tool
8. Kearny Mesa Division GHG Benefits Calculator Tool
9. East County Division GHG Benefits Calculator Tool
10. SB 535 and AB 1550 Area Map with ZETCP Locations
11. Imperial Avenue Division Jobs Co-Benefits Calculator Tool
12. South Bay Division Jobs Co-Benefits Calculator Tool
13. Kearny Mesa Division Jobs Co-Benefits Calculator Tool
14. East County Division Jobs Co-Benefits Calculator Tool
15. Imperial Avenue Division Benefit Criteria Table
16. South Bay Division Benefit Criteria Table
17. Kearny Mesa Division Benefit Criteria Table
18. East County Division Benefit Criteria Table
19. Summary Excel table: proposed uses of TIRCP and ZETCP funds by fiscal year
20. MTS ZEB Transition Plan
21. MTS Transit Asset Management Plan



---

**From:** Billingsley Alfreda <abillingsley@sandi.net>  
**Sent:** Monday, December 11, 2023 11:54 AM  
**To:** ClerkoftheBoard; Customer Feedback  
**Subject:** Ref. Nov. 8th Bus 227 Community Meeting in the Dark on Corner of IB Blvd.

**Importance:** High

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

My husband Eugene Price and I attended the meeting on the corner of Imperial Beach Blvd. in the dark on November 8<sup>th</sup> and the empty busses haven't slowed down. We live on the corner and it is truly ridiculous having those busses driving through the neighborhood. They even stop and take breaks on 3<sup>rd</sup> Street in many places.

Please take your grant money and do some good with it. I'm sure there's other causes that it can be used for. Find another street for the bus's access or do away with it. I'm sure this probably got someone a major raise, but it was done the wrong way. The surveys and all of the communications were not circulated amongst our community.

Thank you for your time, and interest in matters that concern all of us dealing with this issue.

Alfreda Billingsley

**From:** Dave Nearing <ibdave236@gmail.com>  
**Sent:** Monday, December 11, 2023 9:16 AM  
**To:** ClerkoftheBoard; Customer Feedback; Dave Nearing  
**Subject:** Route 227 Imperial Beach  
**Attachments:** Bus 227 route to MTS BOARD.docx

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

Please Board Members take the time to read this. The whole town is upset with the 227 Route. We have much more to say.

1030 Third Street  
Imperial Beach, CA 91932

Clerk Of The Board  
1255 Imperial Ave.  
Ste. 1000  
San Diego, CA 92101

December 10, 2023

Dear MTS Board members:

RE: May I try and explain to you why Route 227 through Imperial Beach is not in the best interest of our Imperial Beach community.

First and foremost; The proposed Route 227 has impacted our way of life in Imperial Beach not for the better. Giving up our "peace and tranquility" for an item that is not needed is not ok.

I have chosen to live here like so many of my neighbors to enjoy our community by the Beach and the Tijuana Estuary. Route 227 is a blight on our community, ridership does not support the 277 Route, from my home that is located on Third Street and Ebony Ave. I have a good view of I.B. Blvd. and down Third St. From November 8, 2023, to December 3, 2023 (not trying to keep tabs on the buses but noted the ones I have seen from my home only when I am in the front). I have witnessed 130 buses going down Third St. and counted 26 riders. I also recorded a "log" when I am in the front of the house from October 22, 2023, to November 7, 2023, and there were 78 buses and 5 riders. Like any new business it takes time for the start-up to be profitable. Then I found out that MTS is a non-profit? Finding out that this was another grant money boondoggle only exacerbates the situation and is a waste of taxpayer funds.

The current bus routes are 933 and 934 serve the community along with many others. The ridership on the existing buses is very low IN OUR COMMUNITY, understanding we need a means of transportation for folks that prefer or need to travel by bus. What is the number of buses at any given time in our "one mile square" city? You can answer that question by flying a drone and taking a picture each hour to show the influx of buses in our little community? On Nov. 19 at 11:23 AM, I encountered 4 buses within 3 mins. Two in front of CVS, one alongside Grocery Outlet, and driving home there was one in front of Filippi's at 11:26 AM. Is our little community slated for "driver training" of bus drivers, like one would take their kids to the mall parking lot? It seems to be that way. I experienced a 60-footer, running the stop sign on Third and Palm at approximately 7:30 AM on Sunday the 3<sup>rd</sup> of December. The sign said, "Not In Service". This bus was traveling at a very high rate of speed.

We are very thankful to you MTS for the "backing off" of the buses coming down Third St. and they generally are going slower. Truly an eyeopener that we had come to expect serenity and mild traffic on our residential street. Then Route 227 was forced upon us. We now appreciate the lower number of buses coming down Third St. and are more appreciative for the times that the buses do not interrupt our way of life. I only hope this is not to placate us until the full implementation of the ill-conceived Route 227 is implemented. Please stop the buses from coming down 3<sup>rd</sup> St.

I would like to address the proposed city eyesore to be installed on the Northeast corner of Third St. and I.B. Blvd.

For years I have worked extra hard to maintain that corner so it would have curb appeal to hopefully inspire others to clean up their properties. The trees are kept there to buffer the original bus stop, attempting to block out the noise and visual blight of the buses and various disruptions that happens at

bus stops. Now with the latest road realignment the bus stop has been moved back in front of 310 I.B. Blvd, which has no buffer. I purchased 310 to “clean up the corner” and give some relief to my tenants which their back yards are adjacent to. If you can remember the mess (with unsavory tenants, put in by property management) it was a few years ago. During that realignment 310 I.B. Blvd lost 2 parking spaces in front of their home. On that corner my properties have 134 feet of red curb, and MTS / City are looking to take the remaining parking in front of 1059 Third St. by adding an additional 47 feet of red curb.

Most disturbing is the “**new shelter and Variable Message Signs.**” I, like many others, enjoy the feeling of openness of the streets and sidewalks in our community, this corner with the Estuary provides that feeling now. The proposed new shelter is not required for the Rapid 227 route at this corner and is inappropriate in a residential neighborhood.

If you get on the Rapid 227 at Third St. and I.B. Blvd. it will take you down Third St, up Palm Ave to Seacoast, and back to I.B. Blvd, then back to Third St. again. You are now across the street from the proposed “new shelter” location.

This takes 7 to 12 min. If the drivers do not stop and take “a break” in front of the Pier Plaza, blocking the view, which I find reprehensible for the business trying to make a living paying top dollar for their location, so the customers can view the pier plaza, sunsets and enjoy our little community.

**The solution:** If Rapid 227 goes away the alternative is to walk across the street and pick up the same bus, thus saving the customer valuable time, especially in the morning going to work. Let’s just say it is 9 min.

9 min. x 5 days x 4 weeks = 180 min. / 60 min. = 3 hours saved by using the existing “covered bus stop” at the Estuary, and not build another eyesore on the Northeast corner. The cost is unknown to us taxpayers, may we get an estimate of what this proposal will cost us?

**The solution:** If Rapid 227 goes away: **Variable Message Signs.** Wow! Overkill is the best term I can think of now, we keep the quiet residential character of our neighborhood. If you have not been to Iris Station and observed the mess with the signs flashing information, one should go and experience it. Truly not needed or a requirement for riding on the bus. If and when you get to Iris Station walk across the parking lot to the folks handing out stuff, they will give you a FREE phone if needed. Now, you, like all others with cell phones, can download the MTS app. It will tell you the same thing the Variable Message Signs say, just now it’s in the palm of your hand, and not creating another eyesore in Imperial Beach.

I would like to request that MTS return the bus stop to the original position, back to the corner, of Third St. and I.B. Blvd that has worked for years. I do not like it, but the property is protected where 310 is not.

I would like to request that MTS and the City return the two parking spaces removed to accommodate the moving the bus stop east one property.

May I suggest the MTS put on hold any plans to do “improvements” in Imperial Beach until we resolve the issues pertaining to the new Rapid 227 route.

Sincerely,

Dave Nearing



**Metropolitan  
Transit  
System**

## **Agenda Item No. 30**

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

December 14, 2023

**SUBJECT:**

**PALM AVENUE TROLLEY STATION TRANSIT ORIENTED DEVELOPMENT – PALM CITY  
TRANSIT VILLAGE (KAREN LANDERS & SEAN MYOTT)**

**RECOMMENDATION:**

That the Board of Directors authorize the Chief Executive Officer to:

- 1) Amend the approved project scope and material terms of the ground lease for the Disposition and Development Agreement with National Community Renaissance of California, a California nonprofit public benefit corporation (National CORE) for the proposed affordable housing portions of Palm City Village Transit Oriented Development Project (National CORE DDA), in substantially the same format as Attachment A; and
- 2) Amend the approved project scope and material terms of the ground lease for the Disposition and Development Agreement with Malick Infill Corp, a California corporation (Malick Infill) for the moderate income housing portions of the Palm City Village Transit Oriented Development Project (Malick Infill DDA), in substantially the same format as Attachment B.
- 3) Determine that the modified Palm City Village Transit Oriented Development Project is exempt from environmental review under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, sections 15268, 15378, and 15332.

**Budget Impact**

Upon completion of each National CORE building phase, MTS will receive 5% of Net Cash Flow from the project, which is generally a *de minimus* amount. This equates to a waiver of the market value of the land for the benefit of the affordable housing development, but does not require out of pocket cash contribution from MTS. Upon completion of Building F by Malick Infill, MTS will receive of 10% annual Effective Gross Income (EGI) exceeding an industry standard target Return on Investment (ROI).



DISCUSSION:

**Background Information**

In or about February 2019, MTS received a development proposal for the Palm Avenue Trolley Station in the Otay Mesa – Nestor Community of the City of San Diego. Two developers teamed together to bring forward a mixed-use, mixed-income transit-oriented development proposal for the site. National CORE is an experienced developer and operator of affordable housing projects. Malick Infill is a developer focused on transit-oriented development and place-making. On March 14, 2019 (AI C3), the Executive Committee authorized staff to pursue negotiations and refinement of the developers' proposal. An Exclusive Negotiating Agreement was entered into in August 2019. On September 16, 2021 (AI 30), the MTS Board received a report on the proposed Palm City Village Transit Oriented Development Project and the proposed National CORE DDA and Malick Infill DDA. The Board deferred approval of the two agreements to the October 2021 Board meeting and directed staff to review and present alternative parking options or strategies for the Board's consideration at that time. On October 14, 2021 (AI 30) the Board authorized the CEO to enter into a DDA with National CORE and Malick Infill and approved a system-wide park and ride study to guide future transit-oriented development planning.

Since October 2021, the developers concluded that financial conditions have shifted so that the plan approved in October DDA is no longer financially viable. In response, the development team has modified the site plan to a financially feasible design. The proposed new design changes the building count from three large affordable buildings to five smaller affordable buildings. The middle-income building was not changed to smaller buildings. The change in building count is a material change to the DDA approved in October 2021. Any material changes to the DDA must be approved by the Board. The change from three to five affordable housing projects saved significant money in construction costs as well as created a more pleasant and open air design to benefit the residents and community. The new design added 16 apartment homes to the overall project and created many larger apartments (more three-bedrooms) for large families as well as more studios for small families, singles, veterans and seniors of extremely low and low-incomes. The change also allows the developer (National CORE) flexibility to maneuver the ever changing financial landscape.

Grant Awards and Applications

Since October 2021, the developers have collaborated with the San Diego Housing Commission, SANDAG, MTS, and other affordable housing leaders to achieve the largest ever \$45MM Infill Infrastructure Grant Catalytic (IIGC) from the State of California Housing and Community Development in which Palm City Transit Village has received an award of \$17,000,000 for on and off-site infrastructure work. The infrastructure work will commence in August of 2024.

The developers have also recently secured the largest award of \$6,300,000 from the City of San Diego's Bridge to Homes program. The development team is now under review for another financing award by the San Diego Housing Commission and will be seeking the final award from the County's Innovative Housing Trust fund in 2024. Building A (immediately adjacent to the trolley platform) will be the first affordable building to be built in the phasing order.

Palm Avenue Site

The Palm Avenue Trolley Station is approximately 3.9 acres, with approximately 499 total parking spaces.<sup>1</sup> The site is relatively flat and suitable for development. The recently completed system-wide park and ride study found that the maximum observed parking occupancy was 234 in November 2022 and, based on the 2021 Regional Plan, the 2035 maximum parking demand would be 354 stalls. The station is also south of the Otay Valley Regional Park with a trail access from the north of the station to the Park. Three other major residential developments in close proximity are in the planning and design stages.

Existing Parking Capacity	2022 Observed Max Parking Demand	2035 Estimated Max Parking Demand
499 <sup>1</sup>	234	354

**October 2021 Board Approved Development Concept**

On October 14, 2021 (AI 30) the Board approved a design which included four buildings with a total of 390 homes / units, 80 exclusive MTS transit patron parking stalls, and 111 exclusive resident parking stalls. Although not required by the DDA, the developer also proposed that their ultimate design would include a childcare facility, outdoor marketplace / plaza, micro mobility stations (i.e. bicycle parking and lockers, scooter area), running loop, picnic area, and others amenities (generally “Developer-proposed amenities”). The Developer-proposed amenities are not binding commitments and can be changed as the design process unfolds. The approved DDA contemplates that the development would be built in 4 phases over time:

Building	Homes / Units	Developer / AMI
A	84 (studios/1BR)	National CORE <80% AMI
B	102 (1BR/2BR/3BR)	National CORE <80% AMI
C	102 (1BR/2BR/3BR)	National CORE <80% AMI
D	102 (studios/1BR/2BR)	Malick Infill <110% AMI
TOTAL	390	

The development team is proposing 191 parking spaces, with 80 of those spaces reserved for MTS’s exclusive use. Attachment C is the schematic of the final proposal. All of the proposed housing units would be rent restricted, with 288 being restricted to below 80% Area Median Income (AMI) (National CORE’s plan would have all of the affordable apartments restricted at or below 60% AMI), and 102 units being restricted to below 110% AMI.

Additionally, the October 2021 Board approval required the developer to prepare a plan to encourage residents to use public transit and reduce the demand for residential parking.

---

<sup>1</sup> Parking at Palm Avenue Trolley Station includes 481 regular spaces, 7 short-term spaces, and 11 disabled placard spaces.

**Proposed Development Concept Changes**

In response to increased industry wide building construction costs, in or around May 2023, the developers approached MTS with a proposed redesign. To reduce construction costs, the developers proposed five smaller affordable buildings (instead of the approved three affordable buildings) and removed the podium construction design where a podium is constructed to allow parking below and housing on top. The moderate-income building remains as one building. This allows for an increase in density, buildings to be financed more easily, and a more competitive application for tax credit allocation awards.

<b>Building</b>	<b>Homes / Units</b>	<b>Developer / AMI</b>
A	79 (Studio/1BR/2BR/3BR)	National CORE <80% AMI
B	54 (Studio/1BR/2BR/3BR)	National CORE <80% AMI
C	57 (Studio/1BR/2BR/3BR)	National CORE <80% AMI
D	57 (Studio/1BR/2BR/3BR)	National CORE <80% AMI
E	57 (Studio/1BR/2BR/3BR)	National CORE <80% AMI
F	102 (Studio/1BR)	Malick Infill <110% AMI
<b>TOTAL</b>	<b>406</b>	

In the new design, the 80 MTS exclusive transit patron parking spaces are maintained but residential parking is reduced from 111 to 80 stalls. Additional Developer-proposed amenities in the new design include micro-grid battery storage,<sup>2</sup> childcare facility, community rooms, bodega, running/fitness loop, linkage to the Otay Valley Regional Park, promenade, bicycle garage and micro mobility stations. Attachment D is the schematic of the final proposal.

**Retention of Transit Operational Priorities and Inclusion of New Transit Amenities**

A goal of the MTS Transit-Oriented Development (TOD) Program is not simply to build housing next to a transit station. The intent is to work closely with developers to integrate their designs into the adjacent transit station, to make transit part of the new community experience, and to act as a catalyst for more transit-centered livable communities on the privately owned properties that surround these transit hubs. By doing so, the MTS TOD Program seeks to improve the transit experience for current riders using that station, new riders that will be introduced from the project, and our employees who operate transit in and through the station. The goal is a win-win – to provide direct benefits to MTS, the developer, and the larger community.

*MTS Transit Patron Replacement Parking*

Under the approved October 2021 DDA and the proposed revised plans, MTS park and ride patrons would be limited to 80 parking stalls. This results in a loss of 419 parking spaces at full project build out. In and around October 2021, Executive Committee and Board direction to

---

<sup>2</sup> Battery storage is being included under a \$1,000,000 grant awarded to the project.



staff and the developers was to maximize residential density, and for the developers to prepare a plan to encourage residents to use public transit and reduce the demand for residential parking. The DDA amendment proposed today meets the density request and maintains the requirement for the developer to prepare said plan.<sup>3</sup>

### *MTS Operational Amenities*

Since the October 2021 DDA approval, the Board has instructed staff to work with our transit-oriented development partners to include amenities for MTS Staff and patrons. The nexus for MTS to request amenities is the Board's position that, for affordable housing developments, the Board does not require market rate rent. In effect, the Board is subsidizing affordable housing on MTS property by requiring *de minimus* rent from the Board's affordable development partners. This, along with the developer's other gap financing awards, will create the affordable housing. This is in line with MTS Board Policy 18 which recognizes that residents in affordable housing are likely to use transit. By placing affordable housing on MTS properties, transit use may increase, which would lead to increased fare revenue per bus or trolley trip. In return for *de minimus* rent for affordable housing, MTS Board Policy 18 requires that transit be able to continue operations, preserve parking for park-and-ride transit patrons, and more recently, the Board has instructed Staff to pursue amenities for MTS staff and patrons.

MTS staff amenities typically include bus driver break facilities at stations or locations where drivers take breaks and currently use portable restroom units. Logistically, the Palm Ave Station is not a an operator break location for the current bus routes (Routes 932, 933, and 934) since the Palm Ave Station stops are not terminal stops. Buses pick up and drop off passengers on Palm Avenue and Hollister Street but do not enter the Station parking area. Given the logistics of the bus routes at and around the Station, MTS bus driver break and restrooms are not a good fit at this time.

### *Transit Patron Restroom Access*

The MTS TOD program and the Board's policy direction on such projects has evolved since the Palm Avenue Station DDAs were approved in October 2021. A major new policy objective the Board has communicated to staff is the inclusion of transit patron restrooms at TOD sites. This issue has been raised in almost every single TOD agenda item discussion over the prior eighteen months. During a Board Presentation on Restroom Availability on May 12, 2022 (AI 45), board member Paloma Aguirre specifically identified the Palm Avenue Station as a location needing a transit patron restroom and requested that staff ask the TOD developers to include one in their project. MTS also recently received a letter from the Mayor of El Cajon requesting that MTS work with our development partner at the El Cajon Transit Center to include transit patron restrooms within the residential development.

---

<sup>3</sup> Part of the Board's discussion when approving the DDA in October 2021 was the need for better data defining MTS's current and future transit patron parking needs. Therefore, staff was directed to commission a system-wide park and ride analysis. This analysis was completed in September 2023. It found that the current maximum observed parking occupancy at the Palm Avenue Station was 234 in November 2022 and, based on the 2021 Regional Plan, year 2035 maximum parking demand would be 354 stalls. The already approved reduction to 80 transit patron stalls at the Palm Avenue Station will require MTS to identify other stations to handle this unmet need, or to develop other strategies to reduce the need for transit patron parking.

For TOD negotiations commenced in late 2022 and early 2023, staff has included transit patron restrooms as a requested amenity to be provided by the new development, in exchange for the right to develop the project on the site at the *de minimus* rent formulas approved. On October 19, 2023 (AI 22), the Board approved a DDA with Affirmed Housing, Inc. for a TOD at Spring Street Station that includes the following transit amenities to be provided by the developer:

Transit Amenities. Developer shall design, construct, own, operate, and maintain the following additional amenities for transit patrons and employees using the Spring Street Station: a transit patron restroom (to be available on commercial[ly] reasonable terms and hours) and a transit operations employee break room.

Consequently, in alignment with this new Board policy direction, and because the requested revisions to the Palm Avenue Station TOD scope of development requires Board approval, staff requested that the revised site and operations plan include a transit patron restroom that would be constructed, operated, and maintained by the developers and available on commercially reasonable terms and hours – the same condition approved for the Spring Street TOD in La Mesa.

However, National CORE and Malick Infill Development have objected to the addition of this transit patron restroom requirement. After several months of negotiations, the developers have agreed to construct a single transit patron restroom in the building closest to the trolley platform (Building A) but continue to object the operation and maintenance responsibilities.

The developers' objections center around a concern that the restrooms are not part of the affordable housing project, and therefore, would not be considered as favorably in funding applications. The developers have also cited the added costs already imposed by the DDA's prevailing wage and skilled labor requirements. There is concern that the project would not have sufficient operational funds to cover the required costs of the transit patron restroom, which could also impact the project's ability to obtain funding from various investors and make the project less competitive. Additionally, the developers maintain that the increased risk that comes with transit patron restrooms may give investors and local and state gap financing lenders pause. Philosophically, the developers have expressed their belief that transit patron restrooms should not be funded by affordable housing given the additional operational costs that would then be borne by the affordable housing development to support this transit amenity.

National CORE has also objected that requiring the development to operate and maintain a transit patron restroom more than two years into their financing application and award process is unfair because National CORE has nearly completed all financing applications with millions in awards without having the annual restroom costs as part of the proforma. National CORE contends that this may cause difficulties completing the grant and financing process and make the transaction more complex and costly. National CORE is currently under review and within the procurement stage with the San Diego Housing Commission (SDHC) for additional gap subsidy financing – under an application that does not include the operation of a restroom in the proforma. National CORE believes this will make the SDHC process more challenging and could result in project delays.

Staff has attempted to conduct due diligence into the developer's objections. No legal impediment to the requirement of the development to be responsible for transit patron restroom costs was identified by the developer or staff's research. Instead, there is a general desire in all such projects to reduce both construction and operational costs. Higher costs "could" be viewed

negatively when the financing stack is put together, limiting the pool of interested investors. There is also concern that certain transit patron restroom costs would not be considered part of the “eligible basis” for tax credit financing. This would not prevent tax credit financing, it would simply impact the portion of the project that is eligible for such funding. The developer contends this would make the project more expensive and less competitive against other projects in the region.

In support of the Board’s desire for transit patron restrooms to be constructed and operated as part of our TOD projects, staff has identified the following considerations:

- The Board’s 5% net cash flow rent formula provides a significant financial benefit to National CORE and the project.<sup>4</sup> In contrast, the fair market rent formula required in the recently opened market rate project at the Grantville Trolley Station results in approximately \$3,200 per unit per year in revenue to MTS. That equates to a more than \$900,000 annual rent benefit for the National CORE affordable development. Even if a more detailed analysis determined that market rents at the Palm Avenue Station would be lower than the Grantville/SDSU area, the Board should be recognized for foregoing hundreds of thousands of dollars in annual revenue. Expecting the addition of a transit amenity as part of the project, which might offset some of this market rate rent subsidy, is not patently unfair or unreasonable.
- The Board also agreed to significantly reduce its transit parking needs at this site, well below the current and future needs, in an efforts to give the developer more footprint to work with to maximize the density of the affordable and moderate income housing. MTS maybe required to invest in separate parking facilities in the future to maintain needed parking for Blue Line passengers.
- The transit patron restroom is not required to be available exclusively for transit patrons. The restroom can also be used by employees, visitors, and patrons of the TOD project, including the proposed bodega market and childcare facility.
- The limitation of restroom availability on “commercially reasonable terms and hours” would allow MTS and the developer to agree on hours of operation that match other maintenance and security resources deployed at the TOD, and to charge a reasonable fee for use if appropriate, thus reducing the net operational costs of the maintenance obligation.
- The developer at the Spring Street Station agreed to MTS’s transit patron restroom request, which belies some of the financing concerns raised by National CORE and Malick Infill.

MTS’s DDA program does not require any rental payments until a project is fully constructed and occupied. Therefore, the developers have benefit from having no carrying costs for the Palm Avenue TOD site. Staff acknowledges that restrooms are challenging for not just MTS but municipalities in the MTS service territory. However, the Board’s policy direction has been to

---

<sup>4</sup> The rental formula in the Malick Infill DDA for the moderate income component is a hybrid rent formula (10% of effective gross income exceeding an industry standard target Return on Investment) that is in between the fully subsidized affordable formula (5% net cash flow) and the full market rate (6%-8% of gross cash flow).

include such amenities when granting long-term development rights at our stations. The above factors support this policy direction.

### **Compliance with California Environmental Quality Act**

The modified Palm City Village Transit Oriented Development Project is not subject to environmental review under the California Environmental Quality (“CEQA”), Public Resources Code section 21000 et seq. and its implementing regulations, Title 14 of the California Code of Regulations, section 15000 et seq. (“State CEQA Guidelines”).

City of San Diego staff has determined that the modified Palm City Village Transit Oriented Development Project site is zoned RM-1-1, which allows for multi-family residential development of no greater than 29 units per acre. The Project is eligible to apply for a density bonus that would allow a maximum density of unlimited units per acre. The land use and density are allowed by right with the utilization of the affordable housing density bonus regulations and are not subject to discretionary review. Actions that are not a “project” under CEQA or are deemed ministerial approvals do not trigger CEQA review. (State CEQA Guidelines, §§ 15268, 15378.) Likewise, because MTS’s execution of the DDA and implementation of actions necessary to fulfill its obligations under the DDA, including but not limited to execution of a Ground Lease and related regulatory agreements for the development, does not provide MTS with the discretion or authority to address any environmental effects of the development, these actions do not trigger CEQA review.

Even if the development were not deemed ministerial, however, it is categorically exempt from CEQA review under State CEQA Guidelines section 15332 (Class 32) because it is in-fill development that (a) is consistent with the applicable general plan designation and applicable general plan policies as well as with applicable zoning designation and regulations; (b) occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) is located on a project site that has no value as habitat for endangered, rare or threatened species; (d) would not result in any significant effects related to traffic, noise, air quality, or water quality; and (e) is located on a site that can be adequately served by all required utilities and public services.

None of exceptions to the categorical exemptions in State CEQA Guidelines section 15300.2 apply. The development is not located in a sensitive environment as the development impact area is within disturbed areas of the site. The cumulative impact of successive projects of the same types in the same place over time would not be significant because the development is limited in size, scope, and distance from any adjacent development and there are no reasonably foreseeable projects that would result in cumulative impacts with the development. Additionally, the development does not involve any unusual circumstances. The development’s circumstances would not differ significantly from the circumstances typical of the class of projects covered by the Class 32 exemption. Accordingly, there is no reasonable possibility the development would have a significant effect on the environment due to unusual circumstances. Further, the development would not result in damage to any scenic resources within a highway officially designated as a state scenic highway; is not located on a site designated pursuant to Government Code 65962.5 (hazardous waste site); and the development does not involve any improvements, modifications, or other changes to an historical resource.

**Today's Proposed Action**

Today's proposed action would authorize the CEO to:

- 1) Amend the approved project scope and material terms of the ground lease for the National CORE DDA, in substantially the same format as Attachment A; and
- 2) Amend the approved project scope and material terms of the ground lease for the Malick Infill DDA, in substantially the same format as Attachment B.
- 3) Determine that the modified Palm City Village Transit Oriented Development Project is exempt from environmental review under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, sections 15268, 15378, and 15332.

/S/ Sharon Cooney

Sharon Cooney  
Chief Executive Officer

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

Attachments:

- A. Revised Scope of Development and Material Terms of Ground Lease for National CORE DDA
- B. Revised Scope of Development and Material Terms of Ground Lease for Malick Infill DDA
- C. Previously approved site plan
- D. Proposed site plan
- E. Plan Comparison

## EXHIBIT "C"

## SCOPE OF DEVELOPMENT

The Developer shall construct or cause to be construct the "Project" which consist of the following:

A total of ~~288-304~~ units in ~~3-5~~ buildings, with additional ground floor commercial spaces, as follows:

~~\_\_\_\_\_~~ **Building A** by NCRC is ~~84-79~~ units with a mix of ~~29 studios, 9 one bedrooms, 20 two bedrooms, and 21 three bedrooms~~~~16 studios and 68 (1) bedrooms~~. Building A will include ground floor retail space. NCRC reserves the right to adjust the unit mix and density of Building A to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

**Building B** by NCRC is ~~402-54~~ units with a mix of ~~12 studios, 6 one bedrooms, 18 two bedrooms, and 18 three bedrooms~~~~1, 2 and 3 bedrooms (a minimum of 25% of the units will be three bedrooms)~~. Building B will include a childcare facility and sheltered outdoor play space for childcare facility to serve affordable housing residents. NCRC reserves the right to adjust the unit mix and density of Building B to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

**Building C** by NCRC is ~~402-57~~ units with a mix ~~12 studios, 7 one bedrooms, 20 two bedrooms, and 18 three bedrooms~~~~of 1, 2 and 3 bedrooms (a minimum of 25% of the units will be three bedrooms)~~. NCRC reserves the right to adjust the unit mix and density of Building C to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

**Building D** by NCRC is 57 units with a mix of 12 studios, 7 one bedrooms, 20 two bedrooms, and 18 three bedrooms. NCRC reserves the right to adjust the unit mix and density of Building D to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

**Building E** by NCRC is 57 units with a mix of 12 studios, 7 one bedrooms, 20 two bedrooms, and 18 three bedrooms. NCRC reserves the right to adjust the unit mix and density of Building E to accommodate various affordable housing financing sources so as long as it does not decrease the unit count by 10% or more.

The rent levels on the affordable units will range between 30% to 80% of the area medium income.

Site improvements and amenities (anticipated to be constructed as part of the first phase of development) are envisioned to include a perimeter jogging/exercise pathway, sheltered outdoor play space, a multi-mobility hub, a bike station, bike lockers, motorcycle parking, ~~Uber/Lyft~~~~rideshare~~/taxi drop-off/pick-up zones, and car-sharing spaces. Completed EV charging spaces would be included along with additional EV charging spaces with conduits/wiring to handle future EV charging for almost all parking spaces.

All residents in every phase will enjoy the shared use of all exterior site amenities, which will be memorialized by reciprocal use agreements between the owners of each phase.

Upon full-build out, the Joint Development Project will provide a total of ~~494~~160 on-site spaces. A total of 80 spaces will be reserved for MTS's exclusive use. An overall parking management plan will be created which will also detail how shared parking if any will be implemented.

**EXHIBIT “E”**

**GROUND LEASE MATERIAL TERMS**

1. Ground Lease Terms. A separate Ground Lease will be entered into for each building described below. The term of each Ground Lease shall be 99 years, beginning on the date of execution. Each Ground Lease will be executed prior to any construction work commencing on the property.
2. Minimum Density and Rent Restrictions. The Project at full buildout shall consist of ~~three~~ five buildings (Buildings A, B, ~~and C,~~ D, and E) comprising ~~288~~ 304 Residential Apartments ~~with a maximum estimated occupancy of 1192 people~~, as follows:

BLDG	UNIT COUNT
A	<del>8479</del>
B	<del>10254</del>
C	<del>10257</del>
<u>D</u>	<u>57</u>
<u>E</u>	<u>57</u>
TOTAL	<del>288</del> <u>304</u>
Minus 10%	<del>259.2</del> <u>273.6</u>

~~Occupancy estimate is based upon an assumption that the maximum persons per studio is 1, one-bedroom is 3, two-bedroom is 5, and three-bedroom is 7. Not all units are required to have the maximum allowed population.~~ All of the units shall be restricted to residents who meet affordable housing area medium incomes of no greater than 80% Area Median Income (AMI). Any downward deviation of less than ten percent (10%) from the estimated unit count ~~or occupancy count~~ shall not be considered a material change under Section 305(b). Notwithstanding the above, ~~a downward deviation in unit count of more than ten percent (10%) from the original proposed Building count shall not be a material change under Section 305(b) so long as the occupancy estimate exceeds the estimated occupancy in the chart above, nor shall~~ any upward deviation from the estimated unit count or occupancy count shall not be considered a material change under Section 305(b). The Project may also include ground floor commercial space (at Building A) ~~and~~, a child care facility (at Building B), and community/residential rooms (Buildings C, D, and E).

3. 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 (A) all income from the residential



and nonresidential components of the Project received on a cash basis, including rental income from the lease of the Residential Apartments, and any other income to 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 service, 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.

4. Leasehold Mortgages. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
5. Regulatory Requirements for Developer’s Financing. MTS acknowledges that Developer will be seeking grants, loans, tax credits, and other local, state or federal funding to complete each building phase. MTS agrees to execute necessary regulatory agreements, restrictive covenants, lease riders, or similar documents agreeing to be bound by the affordability restrictions and other terms and conditions of the applicable government financing program; PROVIDED, HOWEVER, that MTS shall not be responsible for directly repaying any loan, grant, or other subsidy awarded to Developer. In the event a government funding program requires MTS to be a signatory with joint and several liability, MTS shall have the right, in its sole discretion, to either refuse to execute such agreements or to require additional security from Developer to secure Developer’s performance and avoid risk to MTS.
6. Project Phasing; Deadlines. Developer hereby commits to constructing Building A first, but reserves the right to construct each subsequent Project (Buildings A, B and C) Building in any order, as part of a single phase or multiple phases, depending on funding availability. Construction of the first phase shall commence not later than five-seven (57) years following execution of this the October 2021 DDA, and construction of all phases will be completed not later than ten (10) years following the start of construction on the first phase. Once construction commences on a particular building (Building A, B or C), the construction of that building will achieve substantial completion within thirty- (30) months, subject to extension for “Force Majeure”.
7. Parking/Transit Parking. The joint development Project at full build-out (including Building D-F to be developed by co-developer Malick Infill Development) will include approximately 191-160 on-site parking spaces, with a minimum of 80 spaces to be designated for MTS’s exclusive use. The MTS exclusive use spaces shall be designed in a manner that allows MTS to manage, control and enforce the MTS-only parking restriction. Developer shall provide mobility hub features to facilitate and incentivize trolley ridership, including bike lockers, uber-rideshare pick-up area and other incentives to the residents.
8. Documented Efforts towards Local Hire Goal. Developer shall make a documented good faith effort to achieve HUD Section 3 numerical goals for San Diego Housing Commission Section 3 covered projects (30%) by employing qualified Section 3 Residents (low and very low-income individuals in local jurisdiction) to work on the Project.
9. MTS Policy 18. Developer shall comply with MTS Board Policy 18 prevailing wage and skilled labor requirements in effect at the time of commencement of construction of the Joint Development Project.
10. Encouragement of Public Transit. Developer shall prepare a plan to encourage residents

to use public transit and reduce the demand for residential parking.

~~40.11.~~ Transit Amenities. Developer shall design, construct, own, operate, and maintain the following additional amenities for transit patrons and employees using the Palm Avenue Trolley Station: a transit patron restroom with Building A or constructed at the same time as Building A (to be available on commercially reasonable terms and hours).

**EXHIBIT "C"**

**SCOPE OF DEVELOPMENT**

The Developer shall construct or cause to be construct the "Project" which consist of the following:

Building ~~D-E~~:

**Building ~~D-F~~** is 102 units with a mix of studios and, (1) bedrooms, ~~and (2) bedrooms~~. Malick reserves the right to adjust the unit mix and density of Building ~~D-F~~ to accommodate market demand and/or funding source requirements as long as it does not decrease the unit count by 10% or more.

Upon full-build out, the Joint Development Project will provide a total of ~~191-160~~ on-site parking spaces. A total of 80 spaces will be reserved for MTS's exclusive use. An overall parking management plan will be created which will also detail how shared parking if any will be implemented.

## EXHIBIT "E"

## GROUND LEASE MATERIAL TERMS

1. Ground Lease Terms. The term of the Ground Lease shall be 99 years, beginning on the date of execution. The Ground Lease will be executed prior to any construction work commencing on the property.
2. Minimum Density & Rent Restrictions. The Project shall consist of one building (Building ~~D-F~~) comprising approximately 102 Residential Apartments with an estimated occupancy of 218 people.

All of the units shall be restricted to residents who meet affordable housing area medium incomes of no greater than 110% Area Median Income (AMI). Any downward deviation of less than ten percent (10%) from the estimated unit count shall not be considered a material change under Section 305(b). Any deviation upward from the estimated unit count shall not be considered a material change under Section 305(b).

3. Rent. Developer shall pay to Board as rent, in arrears, on an annual basis, an amount equal to 10% of annual Effective Gross Income (EGI) exceeding an industry standard target Return on Investment (ROI). The Developer shall submit a final financial pro forma model, inclusive of the sources and uses for the Project and the Developer's proposed ROI target, within 30 days prior to Close of Escrow for the subject parcel. Developer and the MTS CEO shall agree on a cap for the target ROI based on a reasonable percentage spread over the capitalization rate for similar multi-family projects in comparable markets, as based on available market and industry publications regarding multi-family housing financial parameters in general and capitalization rates and developer return targets in particular. The Developer shall report annually total EGI for the Project, the amount exceeding the target ROI applied against the original total development costs invested by the Developer in the form of debt and equity funding sources, and the indicated ground rent based on 10% of this excess EGI.
3. Leasehold Mortgages. The Ground Lease shall include typical rights and protections for any leasehold mortgagees.
4. Regulatory Requirements for Developer's Financing. MTS acknowledges that Developer may be seeking grants, loans, and other local, state or federal funding to complete the Project. MTS agrees to execute necessary regulatory agreements, restrictive covenants, lease riders, or similar documents agreeing to be bound by the affordability restrictions and other terms and conditions of the applicable government financing program; PROVIDED, HOWEVER, that MTS shall not be responsible for directly repaying any loan, grant, or other subsidy awarded to Developer. In the event a government funding program requires MTS to be a signatory with joint and several liability, MTS shall have the right, in its sole discretion, to either refuse to execute such agreements or to require additional security from Developer to secure Developer's performance and avoid risk to MTS.
5. Project Phasing; Deadlines. The Joint Development is anticipated to be constructed in multiple phases, with Building ~~D-F~~ as the final phase. Construction of Building ~~D-F~~ will commence within ~~eight-seven~~ and one half years (~~102~~90 months) following the start of construction on the first phase and will be completed not later than ten (10) years following

the start of construction on the first phase. Once construction commences, the building will achieve substantial completion within thirty (30) months, subject to extension for "Force Majeure".

6. Parking/Transit Parking. The Joint Development Project at full build-out will include approximately ~~16094~~ on-site parking spaces, with a minimum of 80 spaces to be designated for MTS's exclusive use. The MTS exclusive use spaces shall be designed in a manner that allows MTS to manage, control and enforce the MTS-only parking restriction. The Joint Development Project shall provide mobility hub features to facilitate and incentivize trolley ridership, including bike lockers, uber pick-up area and other incentives to the residents.
7. MTS Policy 18. Developer shall comply with MTS Board Policy 18 prevailing wage and skilled labor requirements in effect at the time of commencement of construction of the Joint Development Project.
8. Encouragement of Public Transit. Developer will prepare a Parking Management Plan to include opportunities to encourage on-site residents to use public transit and reduce the demand for residential parking.

~~8.~~





**STUDIO E**  
ARCHITECTS



**MALICK**  
INFILL DEVELOPMENT



*McCullough*  
landscape architecture | environmental planning | urban design

## Palm Avenue Transit Oriented Development

March 29, 2021 ::

San Diego, California ::





**Residential Units**

Building A: 16 studios, 68 1BR, 84 Units Total  
 Building B: 42 1BR, 30 2BR, 30 3BR, 102 Units Total  
 Building C: 42 1BR, 30 2BR, 30 3BR, 102 Units Total  
 Building D: 42 1BR, 30 2BR, 30 3BR, 102 Units Total  
 Total Unit Count: 390  
 Max Building Height: 85'

**Parking Count**

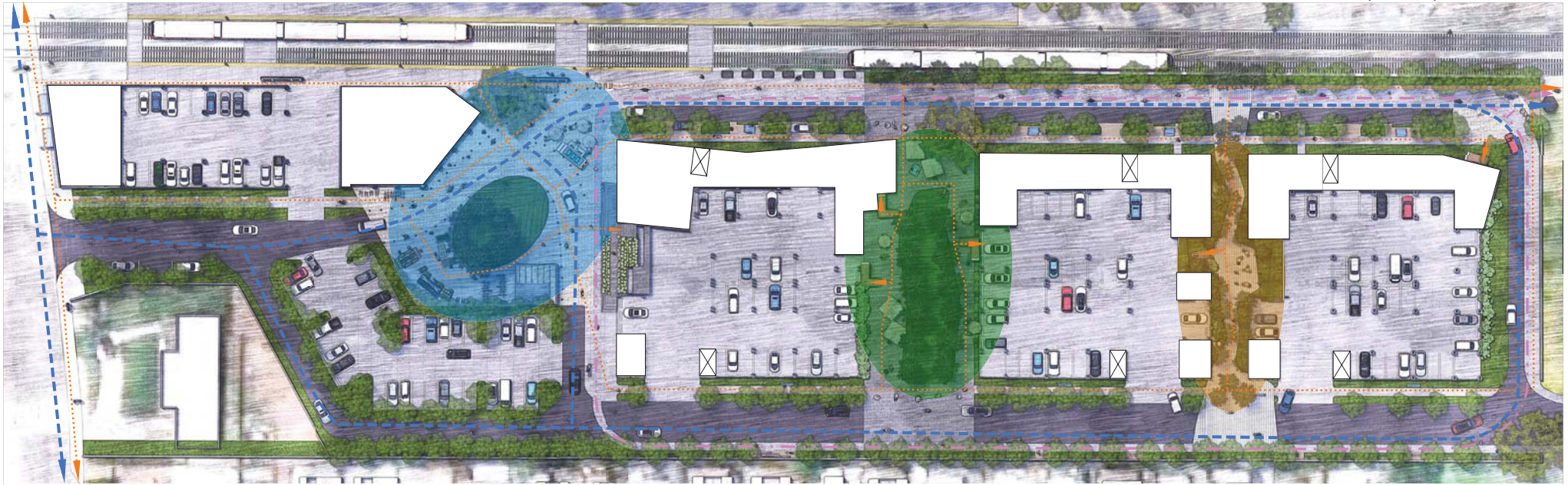
Building A: 24  
 Building B: 44  
 Building C: 42  
 Building D: 43  
 Surface Lot: 38  
 Total Spaces: 191

**Site Plan**

- 1 - Garage Entrance / Exit
- 2 - Short-term Parking
- 3 - Bicycle Parking (typ.)
- 4 - Plaza / Marketplace
- 5 - Bodega / Corner Store
- 6 - Grassy Hill
- 7 - Trolley Station
- 8 - Food Truck Zone
- 9 - Scooter Parking (typ.)
- 10 - Bicycle Lockers
- 11 - Amenity Deck
- 12 - Neighborhood Green
- 13 - Picnic / BBQ Area (typ.)
- 14 - Otay River Valley Trailhead
- 15 - Raised 'Speed Table'
- 16 - Park Workout Station (typ.)
- 17 - Rideshare Dropoff
- 18 - Running Loop
- 19 - Pop-up Gate
- 20 - Elevated Amenity Space
- 21 - Canyon Alley

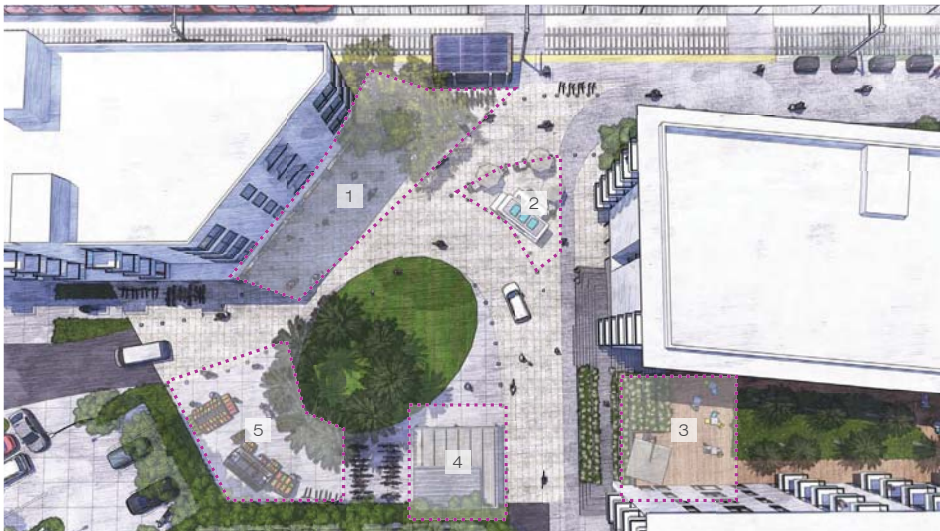
1 - Palm Avenue Transit Oriented Development  
 2 - San Diego, California : March 28, 2021  
 P&P Group





Paths for People, Places for People

- Pedestrian circulation
- Running loop
- Bicycle / Scooter circulation
- Mobility Hub
- Neighborhood Green
- Canyon Courtyard

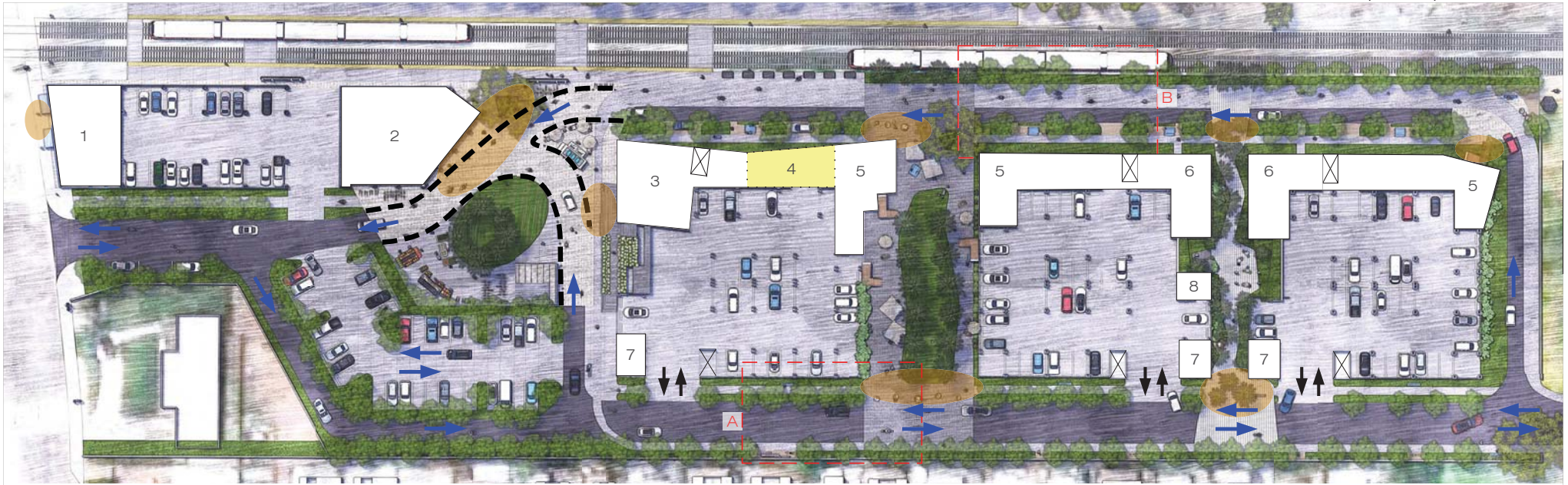


- Mobility Hub**
- 1 - Transit, Shopping, Rideshare Dropoff, Scooter & E-Bike charging
  - 2 - Food Truck Corral
  - 3 - "Front Porch" Observation Deck
  - 4 - Container Café
  - 5 - Market Stands



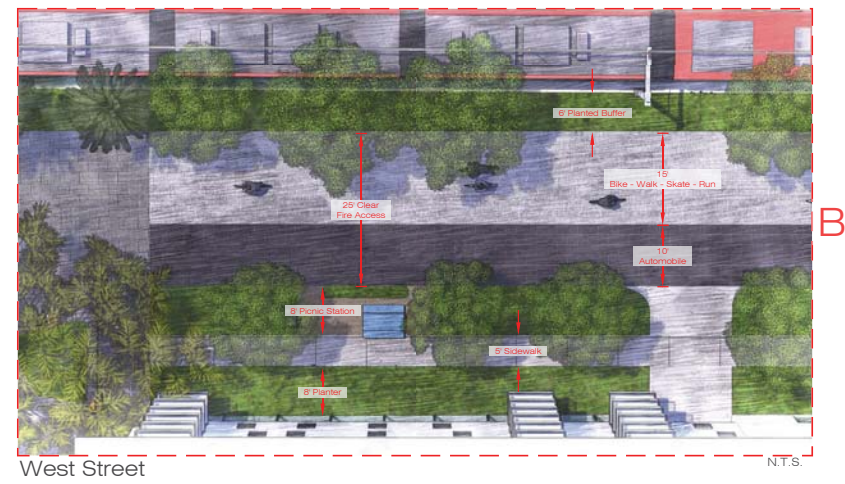
- Fire Truck Access**
- Minimum 26' internal radius turns
  - 26' clear on 2-way streets
  - 25' clear on 1-way streets





### Vehicular Circulation & Programming

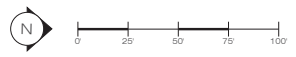
- 1 - Commercial Tenant TBD (~2,750 SF)
- 2 - Bodega / Corner Store (~3,400 SF)
- 3 - Childcare Facility
- 4 - Sheltered Outdoor Play Space for Childcare Facility
- 5 - Resident Community Room
- 6 - Laundry / Lounge
- 7 - Lobby
- 8 - Bicycle Garage
- - Pickup / Dropoff Node











**Residential Units**

Building A: 16 studios, 68 1BR, 84 Units Total
Building B: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Building C: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Building D: 42 1BR, 30 2BR, 30 3BR, 102 Units Total
Total Unit Count: 390
Max Building Height: 85'

**Parking Count**

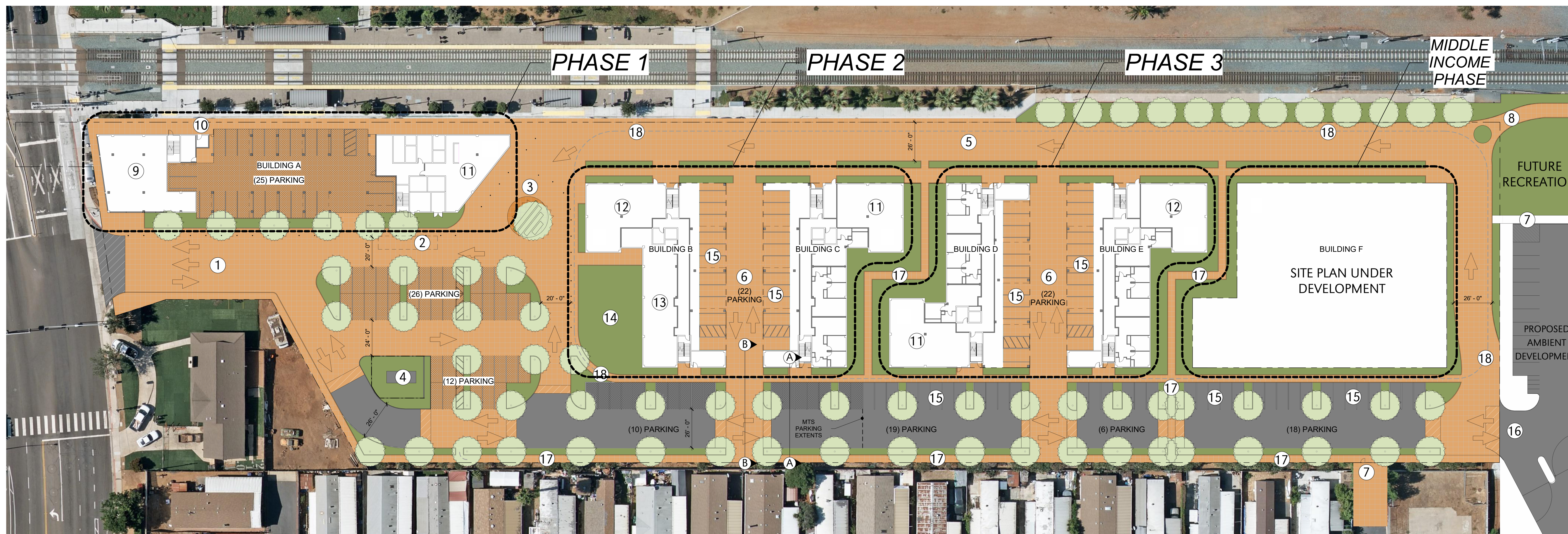
Building A: 24
Building B: 44
Building C: 42
Building D: 43
Surface Lot: 38
Total Spaces: 191

**Site Plan**

1 - Garage Entrance / Exit	11 - Amenity Deck
2 - Short-term Parking	12 - Neighborhood Green
3 - Bicycle Parking (typ.)	13 - Picnic / BBQ Area (typ.)
4 - Plaza / Marketplace	14 - Otay River Valley Trailhead
5 - Bodega / Corner Store	15 - Raised 'Speed Table'
6 - Grassy Hill	16 - Park Workout Station (typ.)
7 - Trolley Station	17 - Running Loop
8 - Food Truck Zone	18 - Rideshare Dropoff
9 - Scooter Parking (typ.)	19 - Pop-up Café
10 - Bicycle Lockers	20 - Elevated Amenity Space
	21 - 'Canyon' Alley

© 2023 Palm Avenue Transit Oriented Development | San Diego, California | March 28, 2021 |





1 Site Plan  
1" = 30'-0"

**Keynotes:**

- |   |                                   |
|---|-----------------------------------|
| ① Entry Drive   | ⑩ Dedicated MTS Restroom          |
| ② Bus Stop  | ⑪ Community Room                  |
| ③ Pick Up & Drop Off                                  | ⑫ Residential Use                 |
| ④ Micro-Grid Battery Storage                          | ⑬ Child Care                      |
| ⑤ Promenade - Shared Use and Emergency Vehicle Access | ⑭ Day Care Play Yard              |
| ⑥ Access Paseo - Parking and Pedestrian Linkage       | ⑮ Residential Parking             |
| ⑦ Dedicated Pedestrian Access from Neighboring Site   | ⑯ Adjacent Development Main Entry |
| ⑧ Open Space Linkage                                  | ⑰ Pedestrian Path                 |
| ⑨ Neighborhood Serving Retail - Bodega                | ⑱ Jogging Track                   |

**Legend:**

- Woonerff Pedestrian Zone
- AC Paving (Access Drive)
- Landscape Area
- Speed Table Ramp
- Dedicated MTS Parking
- Jogging Track

**OVERALL UNIT & PARKING COUNT**

NCRC may bifurcate Buildings B and C into (2) phases and NCRC may bifurcate Buildings C and D into (2) phases- all pending financing available.

TYPE	PHASE 1		PHASE 2		PHASE 3		TOTAL / TYPE	%	PERSONS / UNIT	TOTAL PERSONS	MIDDLE INCOME PHASE	SITE PARKING
	BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E							
STUDIO	29	12	12	12	12	77	25%	2	154	51		
1 BR	9	6	7	7	7	36	12%	3	108	51		
2 BR	20	18	20	20	20	98	32%	5	490			
3 BR	21	18	18	18	18	93	31%	7	651			
<b>TOTAL UNITS / BUILDING</b>	<b>79</b>	<b>54</b>	<b>57</b>	<b>57</b>	<b>57</b>					<b>102</b>		
<b>UNITS OVERALL</b>						<b>304 UNITS</b>	<b>100%</b>		<b>1,403 PERSONS</b>			
COMMUNITY ROOM	2,500 SF		2,500 SF*		2,500 SF*							
CHILD CARE		2,108 SF										
BODEGA	2,500 SF											
PARKING / BUILDING	25	11	11	11	11						91	
<b>PARKING OVERALL</b>												<b>160 STALLS</b>

THE PICTORIAL AND GRAPHIC EXPRESSIONS DISPLAYED WITH THIS WORK ARE COPYRIGHTED UNDER THE LAWS OF THE UNITED STATES. TITLE "E" U.S. CODE UNDER SECTION 101 OF THE COPYRIGHT ACT. THE ARCHITECT SHALL MAINTAIN THE EXCLUSIVE RIGHT OF THE REPRODUCTION, DISPLAY OR ANY DERIVATION OF THIS WORK.

**Palm City Transit Village**

San Diego, CA

Client Name

Project 18118

00/00/00 Issue

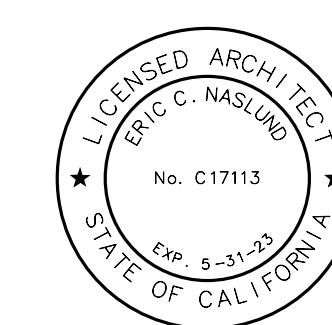
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Overall Site Plan

**AS1**



October 2021 Board Approved Configuration									
	Home Count				Total Home/Bldg	Bdrm Count	Occupancy	Resident Parking Total	Transit Dedicated Parking
	Studio	1 bdrm	2 bdrm	3 bdrm					
Bldg A	16	68	-	-	84	84		220	
Bldg B	-	42	30	30	102	192		486	
Bldg C	-	42	30	30	102	192		486	
Bldg D (Middle)	-	42	30	30	102	192		218 *	
<b>Total Home Type</b>	<b>16</b>	<b>194</b>	<b>90</b>	<b>90</b>	<b>390</b>	<b>660</b>		<b>1,410</b>	<b>191</b>
									<b>80</b>

Current Proposal Configuration									
	Home Count				Total Home/Bldg	Bdrm Count	Occupancy	Resident Parking Total	Transit Dedicated Parking
	Studio	1 bdrm	2 bdrm	3 bdrm					
Bldg A	29	9	20	21	79	141		332	
Bldg B	12	6	18	18	54	108		258	
Bldg C	12	7	20	18	57	113		271	
Bldg D	12	7	20	18	57	113		271	
Bldg E	12	7	20	18	57	113		271	
Bldg F (Middle)	51	51	-	-	102	102		255 *	
<b>Total Home Type</b>	<b>128</b>	<b>87</b>	<b>98</b>	<b>93</b>	<b>406</b>	<b>690</b>		<b>1,658</b>	<b>174</b>
<b>Person/Unit</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>7</b>					
<b>% Change</b>	<b>700%</b>	<b>-55%</b>	<b>9%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>		<b>18%</b>	<b>-9%</b>
									<b>0%</b>

\* Middle income Occupancy will be variable and different than affordable occupancy counts. Occupancy count for the Middle Income building is provided as a guide and not intended to be used as a DDA material term.



**Metropolitan  
Transit  
System**

## **Agenda Item No. 31**

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

December 14, 2023

**SUBJECT:**

Chief Executive Officer's Report

**INFORMATIONAL**

In accordance with Board Policy No. 52, "Procurement of Goods and Services", attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$150,000) for the period October 31, 2023 – December 5, 2023.

CEO TRAVEL REPORT (since last Board meeting)

November 14-17	California Transit Association Executive Committee & Annual Fall Conference; Californian Transit Finance Committee	Pasadena, CA
----------------	--	--------------

BOARD MEMBER TRAVEL REPORT (since last Board meeting)

N/A



**EXPENSE CONTRACTS**

<b>Doc #</b>	<b>Organization</b>	<b>Subject</b>	<b>Amount</b>	<b>Day</b>
PWB361.1-23	TELLIARD	CCO1 MATERIAL CHANGES	\$6,599.62	11/2/2023
G1680.6-14	SAP	PRICE INCREASE CY24 AMD 6	\$5,908.50	11/2/2023
PWG324.0-21JOC324-41	ABCGC	BLDG C SUPPORT BEAM	\$57,993.42	11/7/2023
PWG324.0-21JOC324-4	ABCGC	SMART CORNER	\$9,995.59	11/7/2023
PWL311.0-20JOC04.03	HMS	NO COST TIME EXT CCO 03	\$0.00	11/8/2023
PWL363.2-23.	INTEGRITY ARBORIST & ECOSCAPE	PALM TREE REMOVAL	\$18,450.00	11/9/2023
G2498.0-21WOACM09	KLEINFELDER	GASLAMP SIGN	\$61,893.54	11/21/2023
PWG324.0-21JOC20.01	ABCGC	CCO1 NO COST TIME EXT	\$0.00	11/27/2023
PWG348.0-22JOC348-08	VETERANS	HOLLISTER SLOPE REPAIR	\$34,910.23	11/28/2023
PWG348.0-22JOC348-05	VETERANS	RAIL WELDING	\$146,673.39	11/28/2023
PWL356.0-22WOA03.03	PRE	TRAFFIC PLANS	\$14,966.07	11/30/2023
PWG347.0-22JOC21.01	ABCGC	FIRE STADIUM UPDATES CCO 01	\$149,867.29	11/30/2023
G2091.18-18	INIT	SUPPLEMENTAL TS&CS AMD 18	\$0.00	12/1/2023

<b>REVENUE CONTRACTS AND MOUs</b>				
<b>Doc #</b>	<b>Organization</b>	<b>Subject</b>	<b>Amount</b>	<b>Day</b>
G2826.0-24	SAMSUNG	NDA	\$0.00	11/1/2023
G2798.0-24	LA MESA-SPRING VALLEY DISTRICT	PRONTO PARTNERS AGRMNT	\$0.00	11/2/2023
G2828.0-24	HA BUILDERS	RANCHO BERNARDO ROD S LOT	\$1,113.74	11/2/2023
M6795.0-24	AT&T	OH FIBER ALVARADO ROW LICENSE	\$1,500.00	11/8/2023
S200-24-840	RAILWORKS TRACK SERVICES	PSRM TRACK MAINT	\$0.00	11/16/2023
S200-22-771.1	ORTIZ	WATER PIPE INSTALL 69TH ST ROE PERMIT	\$750.00	11/16/2023
L5858.0-24	KOMEN	3-DAY WALK 2023 ROE PERMIT	\$750.00	11/16/2023
G2542.1-22	HMS	BLUE LINE PLATFORM ROE PERMIT	\$750.00	11/16/2023
L1395.2-17	AMERICAN TOWER	ANTENNA SITE SUBLEASE	\$15,444.00	11/17/2023



Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4400002628	100	11/2/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 59.65	\$ -	\$ -
4400002629	100	11/2/2023	Mcmaster-Carr Supply Co		G150-FASTENERS	\$ 102.22	\$ -	\$ -
4400002630	100	11/3/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 319.42	\$ -	\$ -
4400002631	100	11/3/2023	Mcmaster-Carr Supply Co		G130-SHOP TOOLS	\$ 376.71	\$ -	\$ -
4400002632	100	11/3/2023	W.W. Grainger Inc		F140-SHELVING AND RACK	\$ 1,176.42	\$ -	\$ -
4400002633	100	11/6/2023	Mcmaster-Carr Supply Co		G140-SHOP SUPPLIES	\$ 74.91	\$ -	\$ -
4400002634	100	11/6/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 446.22	\$ -	\$ -
4400002635	100	11/7/2023	Mcmaster-Carr Supply Co		G150-FASTENERS	\$ 53.34	\$ -	\$ -
4400002636	100	11/7/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 244.70	\$ -	\$ -
4400002637	100	11/7/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 95.88	\$ -	\$ -
4400002638	100	11/13/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 562.47	\$ -	\$ -
4400002639	100	11/13/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 124.97	\$ -	\$ -
4400002640	100	11/14/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 119.33	\$ -	\$ -
4400002641	100	11/14/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 313.10	\$ -	\$ -
4400002642	100	11/15/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 40.77	\$ -	\$ -
4400002643	100	11/17/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 1,038.41	\$ -	\$ -
4400002644	100	11/22/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 79.09	\$ -	\$ -
4400002645	100	11/27/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 211.57	\$ -	\$ -
4400002646	100	11/27/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 644.63	\$ -	\$ -
4400002647	100	11/27/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 31.03	\$ -	\$ -
4400002648	100	11/28/2023	ODP Business Solutions, LLC		I110-INFORMATION TECH	\$ 128.90	\$ -	\$ -
4400002649	100	11/30/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 65.45	\$ -	\$ -
4400002650	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 367.30	\$ -	\$ -
4400002651	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 160.79	\$ -	\$ -
4400002652	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 296.66	\$ -	\$ -
4400002653	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 474.66	\$ -	\$ -
4400002654	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 159.23	\$ -	\$ -
4400002655	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 106.23	\$ -	\$ -
4400002656	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 43.09	\$ -	\$ -
4400002657	100	11/30/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 127.96	\$ -	\$ -
4400002658	100	12/1/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 72.09	\$ -	\$ -
4400002659	100	12/4/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 298.95	\$ -	\$ -
4400002660	100	12/4/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 197.97	\$ -	\$ -
4400002661	100	12/4/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 1,134.36	\$ -	\$ -
4400002662	100	12/5/2023	W.W. Grainger Inc		G130-SHOP TOOLS	\$ 310.32	\$ -	\$ -
4500057600	310	11/1/2023	Transit Holdings Inc		B130-BUS BODY	\$ 16.86	\$ -	\$ -
4500057601	310	11/1/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,821.91	\$ -	\$ -
4500057602	310	11/1/2023	Muncie Reclamation and Supply Co		B120-BUS MECHANICAL PARTS	\$ 30.08	\$ -	\$ -
4500057603	310	11/1/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 14,583.79	\$ -	\$ -
4500057604	310	11/1/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 428.66	\$ -	\$ -
4500057605	140	11/1/2023	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 8.53	\$ -	\$ -
4500057606	310	11/1/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,638.34	\$ -	\$ -
4500057607	310	11/1/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 342.81	\$ -	\$ -
4500057608	140	11/1/2023	Staples Contract & Commercial LLC		G280-FARE MATERIALS	\$ 70.26	\$ -	\$ -
4500057609	150	11/1/2023	Bank of New York Mellon		P400-FINANCIAL & AUDIT	\$ 2,100.00	\$ -	\$ -
4500057610	310	11/1/2023	Willy's Electronic Supply Co Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 260.23	\$ -	\$ -
4500057611	310	11/1/2023	Don Oleson Inc	Small Business	B120-BUS MECHANICAL PARTS	\$ 2,901.32	\$ -	\$ -
4500057612	310	11/1/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 208.53	\$ -	\$ -
4500057613	310	11/1/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 931.80	\$ -	\$ -
4500057614	160	11/1/2023	Balfour Beatty Infrastructure, Inc		T110-TRACK, RAIL	\$ 8,884,454.00	\$ -	\$ 736,521.22
4500057615	310	11/1/2023	Annex Warehouse Company, Inc		G160-PAINTS & CHEMICALS	\$ 4,424.77	\$ -	\$ -
4500057616	310	11/1/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 410.07	\$ -	\$ -
4500057617	310	11/1/2023	W.W. Grainger Inc		G190-SAFETY/MED SUPPLIES	\$ 650.81	\$ -	\$ -
4500057618	310	11/1/2023	AirSupply Tools, Inc		G180-JANITORIAL SUPPLIES	\$ 168.30	\$ -	\$ -
4500057619	310	11/1/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 4,344.50	\$ -	\$ -
4500057620	310	11/1/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,337.16	\$ -	\$ -
4500057621	310	11/1/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 862.90	\$ -	\$ -
4500057622	310	11/1/2023	Genfare, LLC		B190-BUS FARE EQUIP	\$ 2,427.24	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057623	310	11/1/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 4,933.79	\$ -	\$ -
4500057624	310	11/1/2023	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	\$ 316.68	\$ -	\$ -
4500057625	310	11/1/2023	Brady Industries of California, LLC		G140-SHOP SUPPLIES	\$ 254.80	\$ -	\$ -
4500057626	310	11/1/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 437.81	\$ -	\$ -
4500057627	310	11/1/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,732.54	\$ -	\$ -
4500057628	310	11/1/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 414.35	\$ -	\$ -
4500057629	310	11/1/2023	Freeby Signs		B130-BUS BODY	\$ 29.42	\$ -	\$ -
4500057630	310	11/1/2023	Compressed Air Systems		F110-SHOP/BLDG MACHINERY	\$ 560.30	\$ -	\$ -
4500057631	310	11/2/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 575.62	\$ -	\$ -
4500057632	310	11/2/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 428.66	\$ -	\$ -
4500057633	140	11/2/2023	Siemens Mobility, Inc.		R230-RAIL/LRV MECHANICAL	\$ 23,864.07	\$ -	\$ -
4500057634	310	11/2/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 125.20	\$ -	\$ -
4500057635	310	11/2/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,177.11	\$ -	\$ -
4500057636	310	11/2/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2.80	\$ -	\$ -
4500057638	310	11/2/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 2,534.28	\$ -	\$ -
4500057639	350	11/2/2023	Kenneth Place		G130-SHOP TOOLS	\$ 578.29	\$ -	\$ -
4500057640	310	11/2/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 555.99	\$ -	\$ -
4500057641	140	11/2/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 56,964.02	\$ -	\$ -
4500057642	140	11/2/2023	Alstom Signaling Operation LLC		M140-WAYSIDE SIGNALS	\$ 44,007.75	\$ -	\$ -
4500057643	320	11/2/2023	Computer Design Center LLC		I110-INFORMATION TECH	\$ 10,608.56	\$ -	\$ -
4500057644	310	11/3/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 740.72	\$ -	\$ -
4500057645	310	11/3/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 9.44	\$ -	\$ -
4500057646	310	11/3/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,560.31	\$ -	\$ -
4500057647	310	11/3/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 14.76	\$ -	\$ -
4500057648	310	11/3/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 288.78	\$ -	\$ -
4500057649	150	11/3/2023	Conisa Oropeza Enterprises Inc		G120-SECURITY	\$ 1,085.95	\$ -	\$ -
4500057650	310	11/3/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,260.50	\$ -	\$ -
4500057651	310	11/3/2023	SC Commercial, LLC		F110-SHOP/BLDG MACHINERY	\$ 4,970.50	\$ -	\$ -
4500057652	340	11/3/2023	Steven R Timme		G230-PRINTED MATERIALS	\$ 1,043.63	\$ -	\$ -
4500057653	340	11/3/2023	Regional Task Force		P490-MANAGEMENT TRAINING	\$ 483.00	\$ -	\$ -
4500057654	140	11/3/2023	Utah Transit Authority		R190-RAIL/LRV PANTOGRAPH	\$ 747.70	\$ -	\$ -
4500057655	310	11/6/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 257.20	\$ -	\$ -
4500057656	310	11/6/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 33.29	\$ -	\$ -
4500057657	310	11/6/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 895.45	\$ -	\$ -
4500057658	310	11/6/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,135.79	\$ -	\$ -
4500057659	140	11/6/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 101.71	\$ -	\$ -
4500057661	370	11/6/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,743.43	\$ -	\$ -
4500057662	140	11/6/2023	Naumann Hobbs Material Handling		F170-MATL HANDLING EQUIP	\$ 775.96	\$ -	\$ -
4500057663	370	11/6/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 12,899.00	\$ -	\$ -
4500057664	180	11/6/2023	Comfort Mechanical Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 701,198.00	\$ -	\$ -
4500057665	180	11/6/2023	Comfort Mechanical Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 188,648.00	\$ -	\$ -
4500057666	350	11/6/2023	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 408.26	\$ -	\$ -
4500057667	210	11/6/2023	Legend to Kings Fence Inc		C120-SPECIALTY CONTRACTOR	\$ 42,072.15	\$ -	\$ -
4500057668	310	11/6/2023	Reg-A-Car Inc		B250-BUS REPAIR PARTS	\$ 601.00	\$ -	\$ -
4500057669	210	11/6/2023	Legend to Kings Fence Inc		C120-SPECIALTY CONTRACTOR	\$ 29,191.46	\$ -	\$ -
4500057670	160	11/6/2023	David Telliard	Small Business	P110-BLDG MAINTENANCE	\$ 93,807.62	\$ -	\$ -
4500057671	310	11/6/2023	Custom Glass Solutions		R120-RAIL/LRV CAR BODY	\$ 92,572.76	\$ -	\$ -
4500057672	140	11/6/2023	W.W. Grainger Inc		R160-RAIL/LRV ELECTRICAL	\$ 322.45	\$ -	\$ -
4500057673	140	11/6/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 668.48	\$ -	\$ -
4500057674	310	11/6/2023	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	\$ 22,774.77	\$ -	\$ -
4500057675	310	11/6/2023	Transit Products and Services		B130-BUS BODY	\$ 6,896.00	\$ -	\$ -
4500057676	340	11/6/2023	ODP Business Solutions, LLC		G200-OFFICE SUPPLIES	\$ 18.60	\$ -	\$ -
4500057677	310	11/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 620.72	\$ -	\$ -
4500057678	310	11/7/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 19.50	\$ -	\$ -
4500057679	140	11/7/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 74,590.64	\$ -	\$ -
4500057680	310	11/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,407.86	\$ -	\$ -
4500057681	310	11/7/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 526.90	\$ -	\$ -
4500057682	180	11/7/2023	Newark Corporation		R220-RAIL/LRV TRUCKS	\$ 229.12	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057683	340	11/7/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 7,850.10	\$ -	\$ -
4500057684	340	11/7/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 3,325.32	\$ -	\$ -
4500057685	340	11/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 534.00	\$ -	\$ -
4500057686	340	11/7/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 534.00	\$ -	\$ -
4500057687	180	11/7/2023	Maintex Inc		G170-LUBRICANTS	\$ 1,021.47	\$ -	\$ -
4500057688	340	11/7/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 743.54	\$ -	\$ -
4500057689	180	11/7/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 679.60	\$ -	\$ -
4500057690	310	11/8/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 137.92	\$ -	\$ -
4500057691	310	11/8/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 566.41	\$ -	\$ -
4500057692	180	11/8/2023	Fastenal Company		R160-RAIL/LRV ELECTRICAL	\$ 1,040.05	\$ -	\$ -
4500057693	340	11/8/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 2,924.34	\$ -	\$ -
4500057694	340	11/8/2023	Norman Industrial Materials Inc.		B250-BUS REPAIR PARTS	\$ 92.60	\$ -	\$ -
4500057695	340	11/8/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 819.36	\$ -	\$ -
4500057696	340	11/8/2023	Uline Inc		G200-OFFICE SUPPLIES	\$ 511.60	\$ -	\$ -
4500057697	340	11/8/2023	Neopart Transit LLC		B120-BUS MECHANICAL PARTS	\$ 4,298.16	\$ -	\$ -
4500057698	340	11/8/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 153.38	\$ -	\$ -
4500057699	340	11/8/2023	Uline Inc		F110-SHOP/BLDG MACHINERY	\$ 1,317.64	\$ -	\$ -
4500057700	340	11/8/2023	Compressed Air Systems		F110-SHOP/BLDG MACHINERY	\$ 128.23	\$ -	\$ -
4500057701	360	11/8/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 9,995.59	\$ -	\$ 4,999.79
4500057702	350	11/8/2023	Ultra-Tech Enterprises, Inc.		P130-EQUIP MAINT REPR SVC	\$ 567.85	\$ -	\$ -
4500057703	350	11/8/2023	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 4,969.82	\$ -	\$ -
4500057704	340	11/8/2023	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 20.03	\$ -	\$ -
4500057705	310	11/9/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,210.77	\$ -	\$ -
4500057706	310	11/9/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,497.34	\$ -	\$ -
4500057708	310	11/9/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,490.71	\$ -	\$ -
4500057709	310	11/9/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,583.17	\$ -	\$ -
4500057710	310	11/9/2023	Zen Industrial Services LLC	DBE	B160-BUS ELECTRICAL	\$ 41.70	\$ -	\$ -
4500057711	140	11/9/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 18,940.19	\$ -	\$ -
4500057712	350	11/9/2023	Aztec Global Solutions, Inc.		M140-WAYSIDE SIGNALS	\$ 3,946.60	\$ -	\$ -
4500057713	340	11/9/2023	United Design Group, Inc.		G230-PRINTED MATERIALS	\$ 755.05	\$ -	\$ -
4500057714	340	11/9/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 73.36	\$ -	\$ -
4500057715	210	11/9/2023	AECOM Technical Services, Inc		C140-CONSTRUCTION MGT SRV	\$ 190,425.76	\$ -	\$ -
4500057716	140	11/9/2023	SiteOne Landscape Supply Holding		F180-BUILDING MATERIALS	\$ 432.74	\$ -	\$ -
4500057717	340	11/9/2023	Steven R Timme		G230-PRINTED MATERIALS	\$ 289.38	\$ -	\$ -
4500057718	210	11/9/2023	PGH Wong Engineering Inc		C140-CONSTRUCTION MGT SRV	\$ 149,474.37	\$ -	\$ -
4500057719	340	11/9/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 275.84	\$ -	\$ -
4500057720	340	11/9/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 2,047.25	\$ -	\$ -
4500057721	340	11/9/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 195.00	\$ -	\$ -
4500057722	340	11/9/2023	Healing Center SD, Inc.		P410-CONSULTING	\$ 1,000.00	\$ -	\$ -
4500057723	340	11/9/2023	Endeavor Business Media, LLC		P450-PERSONNEL SVCS	\$ 325.00	\$ -	\$ -
4500057724	340	11/9/2023	Amazon.com Sales, Inc.		G200-OFFICE SUPPLIES	\$ 26.04	\$ -	\$ -
4500057725	310	11/9/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 283.33	\$ -	\$ -
4500057726	350	11/10/2023	Jose Arellano		M160-SUMP PUMP STATIONS	\$ 2,380.00	\$ -	\$ -
4500057727	350	11/10/2023	Concrete Block Supply LLC		T130-TRACK, DRAINAGE SYS	\$ 4,654.81	\$ -	\$ -
4500057728	350	11/10/2023	Graybar Electric Co Inc		M140-WAYSIDE SIGNALS	\$ 2,588.70	\$ -	\$ -
4500057729	310	11/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,754.23	\$ -	\$ -
4500057730	310	11/13/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 425.86	\$ -	\$ -
4500057731	140	11/13/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 5,453.72	\$ -	\$ -
4500057732	140	11/13/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 2,051.22	\$ -	\$ -
4500057733	140	11/13/2023	NS Corporation		F110-SHOP/BLDG MACHINERY	\$ 2,432.85	\$ -	\$ -
4500057734	140	11/13/2023	Shilpark Paint Corporation		G140-SHOP SUPPLIES	\$ 119.46	\$ -	\$ -
4500057735	140	11/13/2023	Jamaica Bearings Co Inc		R220-RAIL/LRV TRUCKS	\$ 2,004.32	\$ -	\$ -
4500057736	140	11/13/2023	Hoppecke Batteries Inc		R160-RAIL/LRV ELECTRICAL	\$ 18,093.13	\$ -	\$ -
4500057737	140	11/13/2023	Rambuilt Glass LLC		G110-BUS/TROLLEY SIGNAGE	\$ 1,200.00	\$ -	\$ -
4500057738	140	11/13/2023	Home Depot USA Inc		G130-SHOP TOOLS	\$ 193.56	\$ -	\$ -
4500057739	140	11/13/2023	Madden Construction Inc		P280-GENERAL SVC AGRMNTS	\$ 977.45	\$ -	\$ -
4500057740	310	11/13/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,465.83	\$ -	\$ -
4500057741	310	11/13/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 18.77	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057742	310	11/13/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 8,079.58	\$ -	\$ -
4500057743	310	11/13/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 386.88	\$ -	\$ -
4500057744	140	11/13/2023	JKL Cleaning Systems	Small Business	G180-JANITORIAL SUPPLIES	\$ 440.70	\$ -	\$ -
4500057745	140	11/13/2023	Carlos Guzman Inc	DBE	P210-NON-REV VEH REPAIRS	\$ 1,950.00	\$ -	\$ -
4500057746	140	11/13/2023	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	\$ 107.74	\$ -	\$ -
4500057747	140	11/13/2023	Winchester Industries Inc		G130-SHOP TOOLS	\$ 325.00	\$ -	\$ -
4500057748	140	11/13/2023	Shilpark Paint Corporation		F180-BUILDING MATERIALS	\$ 85.24	\$ -	\$ -
4500057749	140	11/13/2023	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$ 319.86	\$ -	\$ -
4500057750	140	11/13/2023	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$ 506.25	\$ -	\$ -
4500057751	370	11/13/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,780.42	\$ -	\$ -
4500057752	370	11/13/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 13,409.92	\$ -	\$ -
4500057753	140	11/13/2023	Home Depot USA Inc		F180-BUILDING MATERIALS	\$ 53.85	\$ -	\$ -
4500057754	140	11/13/2023	W.W. Grainger Inc		M110-SUB STATION	\$ 1,465.24	\$ -	\$ -
4500057755	310	11/13/2023	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 6,862.67	\$ -	\$ -
4500057756	310	11/13/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 9,285.78	\$ -	\$ -
4500057757	310	11/13/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 365.68	\$ -	\$ -
4500057758	310	11/13/2023	Vern Rose Inc		G140-SHOP SUPPLIES	\$ 164.36	\$ -	\$ -
4500057759	310	11/13/2023	Continental Battery Company		B250-BUS REPAIR PARTS	\$ 150.83	\$ -	\$ -
4500057760	310	11/13/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 61,415.55	\$ -	\$ -
4500057761	360	11/13/2023	Baker Electric & Renewables LLC		C120-SPECIALTY CONTRACTOR	\$ 43,297.00	\$ -	\$ -
4500057762	310	11/13/2023	Ahlee Backflow Service, Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 218.60	\$ -	\$ -
4500057763	180	11/13/2023	Naumann Hobbs Material Handling		F170-MATL HANDLING EQUIP	\$ 4,269.24	\$ -	\$ -
4500057764	180	11/13/2023	Home Depot USA Inc		G160-PAINTS & CHEMICALS	\$ 539.13	\$ -	\$ -
4500057765	180	11/13/2023	Ahlee Backflow Service, Inc	Small Business	P280-GENERAL SVC AGRMNTS	\$ 218.60	\$ -	\$ -
4500057766	310	11/14/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 94.46	\$ -	\$ -
4500057767	310	11/14/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,583.68	\$ -	\$ -
4500057768	310	11/14/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 138.77	\$ -	\$ -
4500057769	140	11/14/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 14,119.37	\$ -	\$ -
4500057770	310	11/14/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,518.12	\$ -	\$ -
4500057771	310	11/14/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 516.81	\$ -	\$ -
4500057772	310	11/14/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,618.64	\$ -	\$ -
4500057773	360	11/14/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 194.91	\$ -	\$ -
4500057774	310	11/14/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 7,979.06	\$ -	\$ -
4500057775	180	11/14/2023	Home Depot USA Inc		G170-LUBRICANTS	\$ 212.05	\$ -	\$ -
4500057776	310	11/14/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,643.82	\$ -	\$ -
4500057777	360	11/14/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 57,993.42	\$ -	\$ 42,996.32
4500057778	360	11/14/2023	The Gordian Group, Inc.		C130-CONSTRUCTION SVCS	\$ 1,130.87	\$ -	\$ -
4500057779	180	11/14/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 709.85	\$ -	\$ -
4500057780	310	11/14/2023	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 3,032.45	\$ -	\$ -
4500057781	180	11/14/2023	W.W. Grainger Inc		R180-RAIL/LRV LIGHTING	\$ 10,437.96	\$ -	\$ -
4500057782	180	11/14/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 151.92	\$ -	\$ -
4500057783	310	11/15/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,959.33	\$ -	\$ -
4500057784	310	11/15/2023	Muncie Reclamation and Supply Co		B250-BUS REPAIR PARTS	\$ 28.09	\$ -	\$ -
4500057786	310	11/15/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 8,472.48	\$ -	\$ -
4500057787	310	11/15/2023	Gillig LLC		B200-BUS PWR TRAIN EQUIP	\$ 4,603.25	\$ -	\$ -
4500057788	310	11/15/2023	Norman Industrial Materials Inc.		G140-SHOP SUPPLIES	\$ 61.07	\$ -	\$ -
4500057789	310	11/15/2023	Home Depot USA Inc		G170-LUBRICANTS	\$ 254.46	\$ -	\$ -
4500057790	140	11/15/2023	Winzer Franchise Company		G140-SHOP SUPPLIES	\$ 842.16	\$ -	\$ -
4500057791	210	11/15/2023	EDCO Disposal Corporation		P280-GENERAL SVC AGRMNTS	\$ 4,000.00	\$ -	\$ -
4500057792	310	11/15/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 106.76	\$ -	\$ -
4500057793	310	11/15/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 17.33	\$ -	\$ -
4500057794	310	11/15/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,663.95	\$ -	\$ -
4500057795	310	11/15/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 1,693.01	\$ -	\$ -
4500057796	310	11/15/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 857.33	\$ -	\$ -
4500057797	310	11/15/2023	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 3,210.84	\$ -	\$ -
4500057798	310	11/15/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 173.85	\$ -	\$ -
4500057799	310	11/15/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 113.07	\$ -	\$ -
4500057800	310	11/15/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 182.66	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057801	310	11/15/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 2,863.41	\$ -	\$ -
4500057802	310	11/15/2023	Motion Industries, Inc.		G140-SHOP SUPPLIES	\$ 3,007.79	\$ -	\$ -
4500057803	310	11/15/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 1,651.38	\$ -	\$ -
4500057804	310	11/15/2023	Muncie Reclamation and Supply Co		B130-BUS BODY	\$ 717.47	\$ -	\$ -
4500057805	310	11/15/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 97.38	\$ -	\$ -
4500057806	310	11/15/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 4,315.15	\$ -	\$ -
4500057807	310	11/15/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 1,018.54	\$ -	\$ -
4500057808	340	11/15/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 749.94	\$ -	\$ -
4500057809	310	11/15/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 49.72	\$ -	\$ -
4500057810	310	11/15/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 107.59	\$ -	\$ -
4500057811	310	11/15/2023	Bryce Fastener		P280-GENERAL SVC AGRMNTS	\$ 387.90	\$ -	\$ -
4500057812	310	11/15/2023	W.W. Grainger Inc		P280-GENERAL SVC AGRMNTS	\$ 113.07	\$ -	\$ -
4500057813	340	11/15/2023	Dimensional Silk Screen Inc		G230-PRINTED MATERIALS	\$ 912.65	\$ -	\$ -
4500057814	340	11/15/2023	Kojae LLC		P440-CATERING SERVICES	\$ 791.97	\$ -	\$ -
4500057815	310	11/15/2023	Siemens Mobility, Inc.		M140-WAYSIDE SIGNALS	\$ 1,951.36	\$ -	\$ -
4500057816	310	11/15/2023	Mohawk Mfg & Supply Co		B120-BUS MECHANICAL PARTS	\$ 431.71	\$ -	\$ -
4500057817	310	11/15/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 921.88	\$ -	\$ -
4500057818	310	11/15/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 26,943.06	\$ -	\$ -
4500057819	310	11/15/2023	E W Truck & Equipment Co Inc		B140-BUS CHASSIS	\$ 560.30	\$ -	\$ -
4500057820	310	11/15/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 1,531.27	\$ -	\$ -
4500057821	310	11/15/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,130.31	\$ -	\$ -
4500057822	310	11/15/2023	Gillig LLC		B110-BUS HVAC SYSTEMS	\$ 985.84	\$ -	\$ -
4500057823	310	11/15/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 766.12	\$ -	\$ -
4500057825	310	11/15/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 179.78	\$ -	\$ -
4500057826	310	11/15/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 2,559.30	\$ -	\$ -
4500057827	310	11/15/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,605.10	\$ -	\$ -
4500057828	310	11/15/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 4,152.51	\$ -	\$ -
4500057829	310	11/15/2023	The Sherwin-Williams Company		F120-BUS/LRV PAINT BOOTHS	\$ 860.33	\$ -	\$ -
4500057830	310	11/15/2023	Prochem Specialty Products Inc	Small Business	G180-JANITORIAL SUPPLIES	\$ 1,184.69	\$ -	\$ -
4500057831	140	11/15/2023	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$ 2,860.77	\$ -	\$ -
4500057832	140	11/15/2023	Fastenal Company		R220-RAIL/LRV TRUCKS	\$ 2,673.77	\$ -	\$ -
4500057833	310	11/15/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 200.93	\$ -	\$ -
4500057834	310	11/15/2023	AirSupply Tools, Inc		B130-BUS BODY	\$ 43.15	\$ -	\$ -
4500057835	310	11/15/2023	Annex Warehouse Company, Inc		R240-RAIL/LRV REPR PARTS	\$ 874.97	\$ -	\$ -
4500057836	310	11/15/2023	Harbor Diesel & Equipment, Inc		B120-BUS MECHANICAL PARTS	\$ 302.13	\$ -	\$ -
4500057837	310	11/15/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 377.13	\$ -	\$ -
4500057838	140	11/15/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 3,730.02	\$ -	\$ -
4500057839	310	11/15/2023	Hitachi Rail STS USA, Inc.		M140-WAYSIDE SIGNALS	\$ 9,628.40	\$ -	\$ -
4500057840	310	11/15/2023	Init Innovations in Transportation		B190-BUS FARE EQUIP	\$ 1,373.82	\$ -	\$ -
4500057841	310	11/15/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 104.77	\$ -	\$ -
4500057842	310	11/15/2023	Don Oleson Inc	Small Business	G140-SHOP SUPPLIES	\$ 232.74	\$ -	\$ -
4500057843	350	11/16/2023	Railroad Tools & Solutions LLC		G130-SHOP TOOLS	\$ 4,618.98	\$ -	\$ -
4500057845	310	11/16/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 881.24	\$ -	\$ -
4500057846	310	11/16/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 22.79	\$ -	\$ -
4500057847	310	11/16/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 1,061.60	\$ -	\$ -
4500057848	310	11/16/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 1,347.40	\$ -	\$ -
4500057849	310	11/16/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 4.72	\$ -	\$ -
4500057850	310	11/16/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,460.21	\$ -	\$ -
4500057851	310	11/16/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 155.76	\$ -	\$ -
4500057852	210	11/16/2023	ABC General Contractor, Inc.		C110-GENERAL CONTRACTORS	\$ 29,980.96	\$ -	\$ 22,500.71
4500057853	210	11/16/2023	The Gordian Group, Inc.		C120-SPECIALTY CONTRACTOR	\$ 584.63	\$ -	\$ -
4500057854	140	11/16/2023	Willy's Electronic Supply Co Inc	Small Business	G140-SHOP SUPPLIES	\$ 308.54	\$ -	\$ -
4500057855	140	11/16/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 3,484.64	\$ -	\$ -
4500057856	310	11/16/2023	Harbor Diesel & Equipment, Inc		B200-BUS PWR TRAIN EQUIP	\$ 15,098.30	\$ -	\$ -
4500057857	140	11/16/2023	Alpine Fence Inc.		F190-LANDSCAPING MAT'L'S	\$ 3,421.62	\$ -	\$ -
4500057858	140	11/16/2023	Facility Solutions Group, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 140.08	\$ -	\$ -
4500057859	140	11/16/2023	Rambuilt Glass LLC		F180-BUILDING MATERIALS	\$ 7,500.00	\$ -	\$ -
4500057860	140	11/16/2023	Comfort Mechanical Inc	Small Business	F200-TANK EQUIPMENT	\$ 4,785.00	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057861	140	11/16/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 1,081.22	\$ -	\$ -
4500057862	140	11/16/2023	Shilpark Paint Corporation		G160-PAINTS & CHEMICALS	\$ 360.41	\$ -	\$ -
4500057863	310	11/17/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,282.92	\$ -	\$ -
4500057864	310	11/17/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 5,394.38	\$ -	\$ -
4500057865	310	11/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 173.98	\$ -	\$ -
4500057866	140	11/17/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 20.68	\$ -	\$ -
4500057867	310	11/17/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,858.72	\$ -	\$ -
4500057868	310	11/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,704.34	\$ -	\$ -
4500057869	310	11/17/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2.80	\$ -	\$ -
4500057870	310	11/17/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 283.95	\$ -	\$ -
4500057871	320	11/17/2023	CDW LLC		I110-INFORMATION TECH	\$ 4,971.56	\$ -	\$ -
4500057872	340	11/17/2023	Drug Testing Network Inc		P470-NEW EE TESTING	\$ 506,010.50	\$ -	\$ -
4500057873	320	11/17/2023	Ace Parking Management Inc		P280-GENERAL SVC AGRMNTS	\$ 3,900.00	\$ -	\$ -
4500057874	310	11/17/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 46.34	\$ -	\$ -
4500057875	310	11/17/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,712.60	\$ -	\$ -
4500057876	320	11/17/2023	Graybar Electric Co Inc		I130-IT CAPITAL HARDWARE	\$ 3,451.31	\$ -	\$ -
4500057877	310	11/17/2023	W.W. Grainger Inc		B250-BUS REPAIR PARTS	\$ 17.15	\$ -	\$ -
4500057878	140	11/17/2023	Alstom Signaling Operation LLC		M140-WAYSIDE SIGNALS	\$ 19,515.96	\$ -	\$ -
4500057879	350	11/19/2023	Westair Gases & Equipment Inc	Small Business	G140-SHOP SUPPLIES	\$ 2,031.17	\$ -	\$ -
4500057880	350	11/19/2023	S & C Distribution Company		P130-EQUIP MAINT REPR SVC	\$ 551.83	\$ -	\$ -
4500057881	310	11/20/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 176.82	\$ -	\$ -
4500057882	310	11/20/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 14,174.75	\$ -	\$ -
4500057883	310	11/20/2023	Mohawk Mfg & Supply Co		B130-BUS BODY	\$ 134.75	\$ -	\$ -
4500057885	310	11/20/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,922.53	\$ -	\$ -
4500057886	310	11/20/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 445.77	\$ -	\$ -
4500057887	310	11/20/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 894.33	\$ -	\$ -
4500057888	140	11/20/2023	Siemens Mobility, Inc.		R150-RAIL/LRV COMM EQUIP	\$ 2,486.66	\$ -	\$ -
4500057889	140	11/20/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 25,798.97	\$ -	\$ -
4500057890	310	11/20/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,914.18	\$ -	\$ -
4500057891	310	11/20/2023	Muncie Reclamation and Supply Co		B140-BUS CHASSIS	\$ 269.10	\$ -	\$ -
4500057892	310	11/20/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,678.90	\$ -	\$ -
4500057893	370	11/20/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,626.29	\$ -	\$ -
4500057894	370	11/20/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 12,709.17	\$ -	\$ -
4500057895	310	11/20/2023	Louis Sardo Upholstery Inc		B250-BUS REPAIR PARTS	\$ 553.67	\$ -	\$ -
4500057896	180	11/20/2023	Knorr Brake Company, LLC		R220-RAIL/LRV TRUCKS	\$ 143,145.88	\$ -	\$ -
4500057897	310	11/20/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 26,322.90	\$ -	\$ -
4500057898	310	11/20/2023	MCI Carrillo Inc	Small Business	P210-NON-REV VEH REPAIRS	\$ 2,610.58	\$ -	\$ -
4500057899	340	11/20/2023	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	\$ 167.00	\$ -	\$ -
4500057900	180	11/20/2023	Professional Contractors Supplies		G130-SHOP TOOLS	\$ 128.10	\$ -	\$ -
4500057901	310	11/20/2023	Waxie's Enterprises, LLC		G180-JANITORIAL SUPPLIES	\$ 3,721.67	\$ -	\$ -
4500057902	310	11/20/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 56,658.00	\$ -	\$ -
4500057903	310	11/20/2023	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 1,632.10	\$ -	\$ -
4500057904	310	11/20/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 146.17	\$ -	\$ -
4500057905	310	11/20/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 199.71	\$ -	\$ -
4500057906	310	11/20/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 425.14	\$ -	\$ -
4500057907	310	11/20/2023	W.W. Grainger Inc		F110-SHOP/BLDG MACHINERY	\$ 236.08	\$ -	\$ -
4500057908	310	11/20/2023	Genfare, LLC		G290-FARE REVENUE EQUIP	\$ 179.92	\$ -	\$ -
4500057909	310	11/20/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 166.88	\$ -	\$ -
4500057910	310	11/20/2023	NS Corporation		F110-SHOP/BLDG MACHINERY	\$ 321.87	\$ -	\$ -
4500057911	310	11/20/2023	Inland Kenworth (US) Inc		B250-BUS REPAIR PARTS	\$ 1,928.51	\$ -	\$ -
4500057912	310	11/20/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 264.94	\$ -	\$ -
4500057913	310	11/20/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 55.64	\$ -	\$ -
4500057914	310	11/20/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 4,423.96	\$ -	\$ -
4500057915	310	11/20/2023	Freeby Signs		B130-BUS BODY	\$ 241.22	\$ -	\$ -
4500057916	310	11/20/2023	B & S Graphics Inc		B130-BUS BODY	\$ 46.34	\$ -	\$ -
4500057917	310	11/20/2023	Harbor Diesel & Equipment, Inc		G170-LUBRICANTS	\$ 9,305.40	\$ -	\$ -
4500057918	310	11/20/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 560.48	\$ -	\$ -
4500057919	310	11/20/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 1,819.39	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057920	310	11/20/2023	Transit Holdings Inc		B120-BUS MECHANICAL PARTS	\$ 2,952.95	\$ -	\$ -
4500057921	140	11/20/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,602.01	\$ -	\$ -
4500057922	310	11/20/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 1,599.57	\$ -	\$ -
4500057923	310	11/20/2023	AirSupply Tools, Inc		G200-OFFICE SUPPLIES	\$ 68.28	\$ -	\$ -
4500057924	310	11/20/2023	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 2,653.98	\$ -	\$ -
4500057925	310	11/20/2023	Romaine Electric Corporation	Small Business	B160-BUS ELECTRICAL	\$ 3,359.90	\$ -	\$ -
4500057926	310	11/20/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 675.18	\$ -	\$ -
4500057927	310	11/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 188.57	\$ -	\$ -
4500057928	310	11/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 1,400.75	\$ -	\$ -
4500057929	310	11/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 538.75	\$ -	\$ -
4500057930	310	11/20/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 377.13	\$ -	\$ -
4500057931	310	11/20/2023	Brady Industries of California, LLC		G180-JANITORIAL SUPPLIES	\$ 1,291.62	\$ -	\$ -
4500057932	310	11/20/2023	Air & Lube Systems Inc	DBE	F110-SHOP/BLDG MACHINERY	\$ 2,739.73	\$ -	\$ -
4500057933	140	11/20/2023	W.W. Grainger Inc		M110-SUB STATION	\$ 734.33	\$ -	\$ -
4500057934	310	11/20/2023	Inland Kenworth (US) Inc		B200-BUS PWR TRAIN EQUIP	\$ 135.15	\$ -	\$ -
4500057935	310	11/20/2023	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 3,659.73	\$ -	\$ -
4500057936	310	11/20/2023	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 2,866.00	\$ -	\$ -
4500057937	310	11/20/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 24,505.05	\$ -	\$ -
4500057938	310	11/20/2023	Airgas Inc		G140-SHOP SUPPLIES	\$ 136.92	\$ -	\$ -
4500057939	310	11/20/2023	Charter Industrial Supply Inc	Small Business	G150-FASTENERS	\$ 120.68	\$ -	\$ -
4500057940	310	11/20/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 152.89	\$ -	\$ -
4500057941	310	11/21/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 486.97	\$ -	\$ -
4500057942	310	11/21/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,669.05	\$ -	\$ -
4500057943	310	11/21/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,642.89	\$ -	\$ -
4500057944	310	11/21/2023	Transit Holdings Inc		B130-BUS BODY	\$ 108.27	\$ -	\$ -
4500057945	140	11/21/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 104,206.64	\$ -	\$ -
4500057946	140	11/21/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 370.50	\$ -	\$ -
4500057947	310	11/21/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,589.10	\$ -	\$ -
4500057948	310	11/21/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 138.12	\$ -	\$ -
4500057949	320	11/21/2023	Alliant Insurance Services, Inc.		P370-RISK MANAGEMENT	\$ 104,240.65	\$ -	\$ -
4500057950	350	11/21/2023	Ace Uniforms LLC	Small Business	G240-UNIFORM PROCUREMENT	\$ 219.81	\$ -	\$ -
4500057951	340	11/21/2023	NantaMedia Holdings LLC		G230-PRINTED MATERIALS	\$ 1,074.70	\$ -	\$ -
4500057952	160	11/21/2023	Western Pump Inc	Small Business	C110-GENERAL CONTRACTORS	\$ 2,209,593.92	\$ -	\$ 767,612.93
4500057953	340	11/21/2023	Walk San Diego		G260-MEDIA	\$ 3,150.00	\$ -	\$ -
4500057954	340	11/21/2023	Data Controls Printworks, Inc.	Small Business	G230-PRINTED MATERIALS	\$ 420.23	\$ -	\$ -
4500057955	340	11/21/2023	Data Controls Printworks, Inc.	Small Business	G230-PRINTED MATERIALS	\$ 140.61	\$ -	\$ -
4500057956	340	11/21/2023	Intelligence Press, Inc.		P280-GENERAL SVC AGRMNTS	\$ 3,500.00	\$ -	\$ -
4500057957	310	11/22/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 290.93	\$ -	\$ -
4500057958	310	11/22/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,065.08	\$ -	\$ -
4500057959	140	11/22/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 7,687.14	\$ -	\$ -
4500057960	140	11/22/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 75,317.25	\$ -	\$ -
4500057961	140	11/22/2023	Jamison Professional Services, LLC	DBE	G170-LUBRICANTS	\$ 1,442.99	\$ -	\$ -
4500057962	310	11/22/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 311.77	\$ -	\$ -
4500057963	310	11/22/2023	Transit Holdings Inc		B110-BUS HVAC SYSTEMS	\$ 472.37	\$ -	\$ -
4500057964	310	11/22/2023	ISC Applied Systems Corp		R150-RAIL/LRV COMM EQUIP	\$ 3,771.30	\$ -	\$ -
4500057965	140	11/22/2023	W.W. Grainger Inc		M110-SUB STATION	\$ 837.39	\$ -	\$ -
4500057966	140	11/22/2023	RS Americas, Inc.		G140-SHOP SUPPLIES	\$ 2,758.67	\$ -	\$ -
4500057967	140	11/22/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 377.13	\$ -	\$ -
4500057968	140	11/22/2023	Home Depot USA Inc		G180-JANITORIAL SUPPLIES	\$ 1,237.85	\$ -	\$ -
4500057969	140	11/22/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 708.35	\$ -	\$ -
4500057970	310	11/22/2023	San Diego Friction Products, Inc.		B120-BUS MECHANICAL PARTS	\$ 1,632.10	\$ -	\$ -
4500057971	140	11/22/2023	Knorr Brake Company, LLC		R160-RAIL/LRV ELECTRICAL	\$ 117.54	\$ -	\$ -
4500057972	340	11/22/2023	LJV USA LLC		P440-CATERING SERVICES	\$ 3,177.75	\$ -	\$ -
4500057973	310	11/24/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,904.03	\$ -	\$ -
4500057974	310	11/24/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 2,649.76	\$ -	\$ -
4500057975	310	11/24/2023	Transit Holdings Inc		B130-BUS BODY	\$ 693.21	\$ -	\$ -
4500057976	310	11/24/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 893.16	\$ -	\$ -
4500057977	140	11/24/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 947.77	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500057979	310	11/24/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,578.68	\$ -	\$ -
4500057980	310	11/24/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 3,335.76	\$ -	\$ -
4500057981	310	11/24/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,319.04	\$ -	\$ -
4500057982	310	11/24/2023	Vehicle Maintenance Program, Inc.	Woman Owned Business	B140-BUS CHASSIS	\$ 862.00	\$ -	\$ -
4500057983	310	11/27/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,476.90	\$ -	\$ -
4500057984	310	11/27/2023	Muncie Reclamation and Supply Co		B250-BUS REPAIR PARTS	\$ 1,062.91	\$ -	\$ -
4500057985	310	11/27/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,560.61	\$ -	\$ -
4500057986	310	11/27/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 620.72	\$ -	\$ -
4500057987	310	11/27/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 14,440.50	\$ -	\$ -
4500057988	140	11/27/2023	SMC Electrical Products Inc		M110-SUB STATION	\$ 5,301.30	\$ -	\$ -
4500057989	140	11/27/2023	Custom Glass Solutions		R120-RAIL/LRV CAR BODY	\$ 13,937.47	\$ -	\$ -
4500057990	370	11/27/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,613.96	\$ -	\$ -
4500057991	370	11/27/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 12,868.41	\$ -	\$ -
4500057992	310	11/27/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,080.69	\$ -	\$ -
4500057993	340	11/27/2023	ON-LINE STAMPCO INC	Small Business	G200-OFFICE SUPPLIES	\$ 434.18	\$ -	\$ -
4500057994	310	11/27/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 164.84	\$ -	\$ -
4500057995	310	11/27/2023	MCI Carrillo Inc	Small Business	B250-BUS REPAIR PARTS	\$ 227.23	\$ -	\$ -
4500057996	310	11/27/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 970.03	\$ -	\$ -
4500057997	340	11/27/2023	Emilia P. Ringpis		P480-EE MAINTENANCE	\$ 575.00	\$ -	\$ -
4500057998	340	11/27/2023	Ace Uniforms LLC	Small Business	C120-SPECIALTY CONTRACTOR	\$ 2,375.66	\$ -	\$ -
4500057999	140	11/27/2023	Fastenal Company		G140-SHOP SUPPLIES	\$ 1,274.90	\$ -	\$ -
4500058000	310	11/27/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 1,981.39	\$ -	\$ -
4500058001	140	11/27/2023	Graybar Electric Co Inc		M180-STATION ELECTRICAL	\$ 2,882.32	\$ -	\$ -
4500058002	180	11/27/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 21,095.30	\$ -	\$ -
4500058003	180	11/27/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 2,401.10	\$ -	\$ -
4500058004	180	11/27/2023	Fastenal Company		G270-ELECTRICAL/LIGHTING	\$ 833.12	\$ -	\$ -
4500058005	180	11/27/2023	Professional Contractors Supplies		G160-PAINTS & CHEMICALS	\$ 230.58	\$ -	\$ -
4500058006	180	11/27/2023	Siemens Mobility, Inc.		R220-RAIL/LRV TRUCKS	\$ 79,185.48	\$ -	\$ -
4500058007	140	11/28/2023	Synco Chemical Corporation		G170-LUBRICANTS	\$ 32,852.55	\$ -	\$ -
4500058008	150	11/28/2023	Reid and Clark Screen Arts Co		P250-PARATRANSIT	\$ 1,301.08	\$ -	\$ -
4500058009	310	11/28/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 1,210.77	\$ -	\$ -
4500058010	310	11/28/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 5,262.94	\$ -	\$ -
4500058011	310	11/28/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,098.80	\$ -	\$ -
4500058012	310	11/28/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,549.86	\$ -	\$ -
4500058013	310	11/28/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 517.11	\$ -	\$ -
4500058014	310	11/28/2023	Parts Authority, LLC		B160-BUS ELECTRICAL	\$ 3,210.84	\$ -	\$ -
4500058015	180	11/28/2023	Penn Machine Company LLC		R210-RAIL/LRV TIRES	\$ 146,141.33	\$ -	\$ -
4500058016	360	11/28/2023	Brauff Inc	Small Business	C120-SPECIALTY CONTRACTOR	\$ 980.00	\$ -	\$ -
4500058017	310	11/29/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,159.65	\$ -	\$ -
4500058018	310	11/29/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 14.57	\$ -	\$ -
4500058019	310	11/29/2023	Transit Holdings Inc		B130-BUS BODY	\$ 146.54	\$ -	\$ -
4500058020	310	11/29/2023	Transit Products and Services		B250-BUS REPAIR PARTS	\$ 7,542.50	\$ -	\$ -
4500058021	140	11/29/2023	Annex Warehouse Company, Inc		F120-BUS/LRV PAINT BOOTHS	\$ 10,696.11	\$ -	\$ -
4500058022	140	11/29/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 320.54	\$ -	\$ -
4500058023	350	11/29/2023	Holland LP		P280-GENERAL SVC AGRMNTS	\$ 230,958.00	\$ -	\$ -
4500058024	340	11/29/2023	Carmine Bausone DVM Inc.		G120-SECURITY	\$ 429.00	\$ -	\$ -
4500058025	310	11/29/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 257.20	\$ -	\$ -
4500058026	140	11/29/2023	JKL Cleaning Systems	Small Business	F170-MATL HANDLING EQUIP	\$ 1,061.85	\$ -	\$ -
4500058027	140	11/29/2023	Reid and Clark Screen Arts Co		A140-AUTO/TRUCK REPAIR	\$ 40.52	\$ -	\$ -
4500058028	140	11/29/2023	Mouser Electronics Inc		R230-RAIL/LRV MECHANICAL	\$ 307.74	\$ -	\$ -
4500058029	140	11/29/2023	Comfort Mechanical Inc	Small Business	F200-TANK EQUIPMENT	\$ 4,785.00	\$ -	\$ -
4500058030	140	11/29/2023	JKL Cleaning Systems	Small Business	P130-EQUIP MAINT REPR SVC	\$ 1,071.43	\$ -	\$ -
4500058031	140	11/29/2023	M Power Truck & Diesel		P210-NON-REV VEH REPAIRS	\$ 4,250.49	\$ -	\$ -
4500058032	310	11/29/2023	R.S. Hughes Co Inc		G190-SAFETY/MED SUPPLIES	\$ 143.44	\$ -	\$ -
4500058033	310	11/29/2023	NS Corporation		F110-SHOP/BLDG MACHINERY	\$ 441.94	\$ -	\$ -
4500058034	310	11/29/2023	Staples Contract & Commercial LLC		P280-GENERAL SVC AGRMNTS	\$ 378.13	\$ -	\$ -
4500058035	310	11/29/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 223.13	\$ -	\$ -
4500058036	310	11/29/2023	Staples Contract & Commercial LLC		P280-GENERAL SVC AGRMNTS	\$ 15.06	\$ -	\$ -



Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500058037	310	11/29/2023	Cummins Inc		B250-BUS REPAIR PARTS	\$ 209.38	\$ -	\$ -
4500058038	310	11/29/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 263.05	\$ -	\$ -
4500058039	310	11/29/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 259.15	\$ -	\$ -
4500058040	310	11/29/2023	Staples Contract & Commercial LLC		G200-OFFICE SUPPLIES	\$ 302.25	\$ -	\$ -
4500058041	310	11/30/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 165.77	\$ -	\$ -
4500058042	310	11/30/2023	Muncie Reclamation and Supply Co		B160-BUS ELECTRICAL	\$ 20.67	\$ -	\$ -
4500058043	310	11/30/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 148.27	\$ -	\$ -
4500058044	310	11/30/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,839.85	\$ -	\$ -
4500058045	310	11/30/2023	Gillig LLC		B250-BUS REPAIR PARTS	\$ 331.99	\$ -	\$ -
4500058046	140	11/30/2023	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 889.26	\$ -	\$ -
4500058047	140	11/30/2023	JKL Cleaning Systems	Small Business	F180-BUILDING MATERIALS	\$ 818.92	\$ -	\$ -
4500058048	310	11/30/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 35.30	\$ -	\$ -
4500058049	310	11/30/2023	Mcmaster-Carr Supply Co		B250-BUS REPAIR PARTS	\$ 38.53	\$ -	\$ -
4500058050	310	11/30/2023	Cummins Inc		B120-BUS MECHANICAL PARTS	\$ 285.40	\$ -	\$ -
4500058051	310	11/30/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,550.30	\$ -	\$ -
4500058052	310	11/30/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 20.51	\$ -	\$ -
4500058053	310	11/30/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 147.27	\$ -	\$ -
4500058054	170	11/30/2023	Davra Networks USA Inc		I110-INFORMATION TECH	\$ 830,400.00	\$ -	\$ -
4500058055	310	11/30/2023	Kurt Morgan		G200-OFFICE SUPPLIES	\$ 581.63	\$ -	\$ -
4500058056	140	11/30/2023	Siemens Mobility, Inc.		R120-RAIL/LRV CAR BODY	\$ 347.50	\$ -	\$ -
4500058057	140	11/30/2023	MAC-IMPULSE, LLC		M120-OVRHEAD CATENARY SYS	\$ 3,315.03	\$ -	\$ -
4500058058	310	11/30/2023	Motion Industries, Inc.		B140-BUS CHASSIS	\$ 428.54	\$ -	\$ -
4500058059	140	11/30/2023	Sid Tool Co., Inc.		G130-SHOP TOOLS	\$ 1,137.86	\$ -	\$ -
4500058060	310	11/30/2023	Rush Truck Centers of California		B200-BUS PWR TRAIN EQUIP	\$ 2,639.88	\$ -	\$ -
4500058061	140	11/30/2023	B Hepworth & Co LTD of CT		R120-RAIL/LRV CAR BODY	\$ 7,546.54	\$ -	\$ -
4500058062	310	11/30/2023	American Battery Corporation	Small Business	P280-GENERAL SVC AGRMNTS	\$ 2,605.40	\$ -	\$ -
4500058063	310	11/30/2023	Merrimac Petroleum Inc	Woman Owned Business	A120-AUTO/TRUCK GASOLINE	\$ 32,278.41	\$ -	\$ -
4500058064	310	11/30/2023	Lisa Ynez Beetson	Minority Owned Business	G200-OFFICE SUPPLIES	\$ 91.59	\$ -	\$ -
4500058065	140	11/30/2023	W.W. Grainger Inc		G140-SHOP SUPPLIES	\$ 4,623.86	\$ -	\$ -
4500058066	310	11/30/2023	Clarran Inc.	DBE	G150-FASTENERS	\$ 189.41	\$ -	\$ -
4500058067	310	11/30/2023	Gillig LLC		B160-BUS ELECTRICAL	\$ 3,467.98	\$ -	\$ -
4500058068	140	11/30/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 4,182.94	\$ -	\$ -
4500058069	310	11/30/2023	R.S. Hughes Co Inc		G140-SHOP SUPPLIES	\$ 1,422.36	\$ -	\$ -
4500058070	310	11/30/2023	Fastenal Company		G180-JANITORIAL SUPPLIES	\$ 2,931.45	\$ -	\$ -
4500058071	310	11/30/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,861.11	\$ -	\$ -
4500058072	310	11/30/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 3,918.37	\$ -	\$ -
4500058073	310	11/30/2023	Charter Industrial Supply Inc	Small Business	B140-BUS CHASSIS	\$ 74.79	\$ -	\$ -
4500058074	310	11/30/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 1,562.38	\$ -	\$ -
4500058075	310	11/30/2023	Init Innovations in Transportation		G290-FARE REVENUE EQUIP	\$ 5,549.13	\$ -	\$ -
4500058076	310	11/30/2023	Waxie's Enterprises, LLC		G140-SHOP SUPPLIES	\$ 2,906.03	\$ -	\$ -
4500058077	140	11/30/2023	Reid and Clark Screen Arts Co		R120-RAIL/LRV CAR BODY	\$ 1,730.47	\$ -	\$ -
4500058078	310	12/1/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 1,790.17	\$ -	\$ -
4500058079	310	12/1/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 2,054.55	\$ -	\$ -
4500058080	310	12/1/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 263.06	\$ -	\$ -
4500058081	310	12/1/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 5.61	\$ -	\$ -
4500058082	310	12/1/2023	Transit Holdings Inc		B130-BUS BODY	\$ 431.73	\$ -	\$ -
4500058083	310	12/1/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 4,072.41	\$ -	\$ -
4500058084	310	12/1/2023	Transit Holdings Inc		B130-BUS BODY	\$ 380.21	\$ -	\$ -
4500058085	310	12/1/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,260.50	\$ -	\$ -
4500058086	140	12/1/2023	Siemens Mobility, Inc.		M130-CROSSING MECHANISM	\$ 7,486.08	\$ -	\$ -
4500058087	140	12/1/2023	Hitachi Rail STS USA, Inc.		M130-CROSSING MECHANISM	\$ 774.46	\$ -	\$ -
4500058088	140	12/1/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 405.04	\$ -	\$ -
4500058089	140	12/1/2023	Siemens Mobility, Inc.		R190-RAIL/LRV PANTOGRAPH	\$ 3,595.62	\$ -	\$ -
4500058090	140	12/1/2023	B Hepworth & Co LTD of CT		R160-RAIL/LRV ELECTRICAL	\$ 109.34	\$ -	\$ -
4500058091	140	12/1/2023	Mouser Electronics Inc		R160-RAIL/LRV ELECTRICAL	\$ 2,187.64	\$ -	\$ -
4500058092	140	12/1/2023	Smith Systems Inc		R220-RAIL/LRV TRUCKS	\$ 2,093.42	\$ -	\$ -
4500058093	150	12/1/2023	California Association of		P450-PERSONNEL SVCS	\$ 280.00	\$ -	\$ -
4500058094	310	12/1/2023	Transit Holdings Inc		B250-BUS REPAIR PARTS	\$ 40.75	\$ -	\$ -

Purchase Orders								
PO Number	Pgroup	PO Date	Name	Prime Business Certification	Material Group	PO Value	DBE Subcontracted Amount	Non DBE Subcontracted Amount
4500058095	310	12/1/2023	TK Services Inc		B250-BUS REPAIR PARTS	\$ 235.12	\$ -	\$ -
4500058096	310	12/1/2023	Westinghouse Air Brake		B250-BUS REPAIR PARTS	\$ 502.97	\$ -	\$ -
4500058097	310	12/1/2023	Transit Holdings Inc		G250-NOVELTIES & AWARDS	\$ 154.81	\$ -	\$ -
4500058098	310	12/1/2023	Home Depot USA Inc		F110-SHOP/BLDG MACHINERY	\$ 63.05	\$ -	\$ -
4500058099	310	12/1/2023	Voices.com, Inc.		B250-BUS REPAIR PARTS	\$ 1,811.19	\$ -	\$ -
4500058100	310	12/1/2023	San Diego Friction Products, Inc.		G140-SHOP SUPPLIES	\$ 326.42	\$ -	\$ -
4500058101	310	12/1/2023	San Diego Community		P540-MAINTENANCE TRAINING	\$ 281.23	\$ -	\$ -
4500058102	180	12/2/2023	Knorr Brake Company, LLC		R220-RAIL/LRV TRUCKS	\$ 128,653.50	\$ -	\$ -
4500058103	310	12/4/2023	Transit Holdings Inc		B210-BUS TIRES & TUBES	\$ 103.44	\$ -	\$ -
4500058104	310	12/4/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 669.87	\$ -	\$ -
4500058105	310	12/4/2023	Transit Holdings Inc		B160-BUS ELECTRICAL	\$ 2,654.00	\$ -	\$ -
4500058106	310	12/4/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 428.66	\$ -	\$ -
4500058107	140	12/4/2023	Siemens Mobility, Inc.		R160-RAIL/LRV ELECTRICAL	\$ 75,001.19	\$ -	\$ -
4500058108	310	12/4/2023	Cummins Inc		B200-BUS PWR TRAIN EQUIP	\$ 13,119.34	\$ -	\$ -
4500058109	310	12/4/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 580.71	\$ -	\$ -
4500058110	310	12/4/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 6,164.42	\$ -	\$ -
4500058111	310	12/4/2023	Transit Holdings Inc		B200-BUS PWR TRAIN EQUIP	\$ 159.60	\$ -	\$ -
4500058112	310	12/4/2023	Transit Holdings Inc		B130-BUS BODY	\$ 1,615.27	\$ -	\$ -
4500058113	370	12/4/2023	SC Commercial, LLC		A120-AUTO/TRUCK GASOLINE	\$ 2,601.63	\$ -	\$ -
4500058114	350	12/4/2023	Access Professional Inc.	Small Business	M200-YARD FACILITIES	\$ 250.00	\$ -	\$ -
4500058115	370	12/4/2023	Supreme Oil Co.		A120-AUTO/TRUCK GASOLINE	\$ 12,486.18	\$ -	\$ -
4500058116	350	12/4/2023	Concrete Block Supply LLC		T130-TRACK, DRAINAGE SYS	\$ 1,656.30	\$ -	\$ -
4500058117	350	12/4/2023	Keys & Engraving Inc		G140-SHOP SUPPLIES	\$ 75.43	\$ -	\$ -
4500058118	350	12/4/2023	Kenneth Place		G140-SHOP SUPPLIES	\$ 667.89	\$ -	\$ -
4500058119	350	12/4/2023	Beverly Christensen	DBE	T150-TRACK, BRIDGES	\$ 2,615.33	\$ -	\$ -
4500058120	350	12/4/2023	Legend to Kings Fence Inc		M200-YARD FACILITIES	\$ 540.00	\$ -	\$ -
4500058121	140	12/4/2023	Hoppecke Batteries Inc		R160-RAIL/LRV ELECTRICAL	\$ 883.13	\$ -	\$ -
4500058122	140	12/4/2023	Team One Repair Inc		G290-FARE REVENUE EQUIP	\$ 21,951.42	\$ -	\$ -
4500058123	310	12/4/2023	Fastenal Company		G120-SECURITY	\$ 2,475.56	\$ -	\$ -
4500058124	140	12/4/2023	D's Kustom Sales & Services, LLC		G140-SHOP SUPPLIES	\$ 981.06	\$ -	\$ -
4500058125	140	12/4/2023	Aymar Industries, LLC.		R140-RAIL/LRV DOORS/RAMP	\$ 3,763.71	\$ -	\$ -
4500058126	340	12/4/2023	Kaeser & Blair, Inc		G260-MEDIA	\$ 1,488.03	\$ -	\$ -
4500058127	340	12/4/2023	Royal Entertainers, Inc.		G260-MEDIA	\$ 800.00	\$ -	\$ -
4500058128	140	12/4/2023	Shilpark Paint Corporation		F180-BUILDING MATERIALS	\$ 540.96	\$ -	\$ -
4500058129	140	12/4/2023	Robcar Corporation	Woman Owned Business	F180-BUILDING MATERIALS	\$ 237.05	\$ -	\$ -
4500058130	310	12/4/2023	VGP Holdings LLC		B200-BUS PWR TRAIN EQUIP	\$ 1,647.50	\$ -	\$ -
4500058131	140	12/4/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 4,133.83	\$ -	\$ -
4500058132	140	12/4/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 1,789.60	\$ -	\$ -
4500058133	140	12/4/2023	RS Americas, Inc.		G170-LUBRICANTS	\$ 2,003.50	\$ -	\$ -
4500058134	340	12/4/2023	Pixster Photobooth LLC		G260-MEDIA	\$ 1,191.00	\$ -	\$ -
4500058135	340	12/4/2023	Data Controls Printworks, Inc.	Small Business	G230-PRINTED MATERIALS	\$ 121.22	\$ -	\$ -
4500058136	310	12/5/2023	Mohawk Mfg & Supply Co		B140-BUS CHASSIS	\$ 20.51	\$ -	\$ -
4500058137	310	12/5/2023	Muncie Reclamation and Supply Co		B200-BUS PWR TRAIN EQUIP	\$ 56.31	\$ -	\$ -
4500058138	310	12/5/2023	Transit Holdings Inc		B130-BUS BODY	\$ 2,451.19	\$ -	\$ -
4500058139	140	12/5/2023	Airgas Inc		G190-SAFETY/MED SUPPLIES	\$ 2,353.69	\$ -	\$ -
4500058140	310	12/5/2023	Transit Holdings Inc		B140-BUS CHASSIS	\$ 3,563.69	\$ -	\$ -
4500058141	140	12/5/2023	Schunk Carbon Technology LLC		R190-RAIL/LRV PANTOGRAPH	\$ 28,357.11	\$ -	\$ -